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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Denise G. Saddler, EdD, Interim Superintendent
Tara Gard, Deputy Superintendent of Business and Operations
Jeff Dillon, Sr., Chief Talent Officer

Meeting Date June 10, 2026

Subject Services Agreement – VidCruiter Inc. – Talent/Human Resources Department

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Ask of the Board Ratification by the Board of Education of a Professional Services Contract between the District and VidCruiter Inc., NB Canada, for the latter to provide OUSD a virtual interview platform which includes: 1) Up to 600 hires per year; 2) optional single sign in (SSO); 3) unlimited users, unlimited applicants, and unlimited interviews for the period of January 13, 2026 through January 14, 2027 in an amount not to exceed $14,400.00.

Background VidCruiter's services would make our recruitment process more effective by providing a high-level interview management platform.

Discussion The virtual interview platform provided by VidCruiter Inc. supports the district's recruitment and hiring efforts by allowing departments to conduct virtual interviews through a centralized platform with unlimited users, applicants, and interviews. The platform also includes optional single sign-on (SSO) capabilities and supports up to 600 hires annually, helping streamline the hiring process and improve efficiency across the district.

Fiscal Impact General Purpose – Unrestricted Funds - $14,400.00

Attachment(s) Services Agreement

SERVICES AGREEMENT

This Services Agreement ("AGREEMENT") is a legally binding contract entered into between the Oakland Unified School District ("OUSD") and the entity or individual ("VENDOR," together with OUSD, "PARTIES") named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, "VENDER INDIVIDUAL" includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR's direction, invitation, or control.

The PARTIES hereby agree as follows:

1. **Services**. VENDOR shall provide the services ("SERVICES") as described in **Exhibit A**.

2. **Term**. The term ("TERM") of this AGREEMENT is established in **Exhibit A.**

3. **Compensation**.
   a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
   b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
   c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
   d. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD's written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance without delay.

4. **Invoicing**. Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
   a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
   b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
   c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
   d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
   e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.
   f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

5. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.

6. **Termination**. Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all data and materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
   a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD

Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.

d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.

7. **Data and Information Requests**.

a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.

b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s)

change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

8. **Confidentiality and Data Privacy**.
   a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.
   b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
   c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.

9. **Copyright/Trademark/Patent/Ownership**. Except for any intellectual property owned by VENDOR that existed prior to execution of this AGREEMENT, VENDOR understands and agrees that all other matters produced under this AGREEMENT shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

10. **Alignment and Evaluation**.

    a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.

    b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.

11. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.

12. **Equipment and Materials**. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.

13. **Legal Notices**. Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent via email and either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

14. **Status**.

    a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.

    b. If VENDOR is a natural person, VENDOR verifies all of the following:

        (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;

        (ii) VENDOR's work is outside the usual course of OUSD's business; and

        (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.

    c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

d. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR INDIVIDUALS. VENDOR verifies all of the following:

(i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
(ii) VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;
(iii) the contract between OUSD and VENDOR is in writing;
(iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
(v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
(vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
(vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
(viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
(ix) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;
(x) VENDOR can negotiate its own rates;
(xi) VENDOR can set its own hours and location of work; and
(xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

15. Qualifications, Training, and Removal.

a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.

b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such

desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

16. **Certificates/Permits/Licenses/Registration**. VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.

17. **Insurance**.
    a. Commercial General Liability Insurance. VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars ($1,000,000) per occurrence, and two million dollars ($2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for sexual misconduct and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
    b. Workers' Compensation Insurance. VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars ($1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

18. **Testing and Screening**.
    a. Tuberculosis Screening. VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is

free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (http://beamentor.org/OUSDPartner) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

19. **Incident/Accident/Mandated Reporting**.

a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

20. Health and Safety Orders and Requirements; Site Closures.

a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").

b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.

c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or

otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.

d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

21. **Conflict of Interest**.

a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.

b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.

c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.

22. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**. VENDOR certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (https://www.sam.gov/).

23. **Limitation of Liability**. Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). Notwithstanding any other provision of this AGREEMENT, in no event shall either party be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT for the SERVICES performed in connection with this AGREEMENT. To the furthest extent permitted by applicable law, VENDOR's total aggregate liability under this AGREEMENT for all claims arising out of related to this Agreement or the provision of the SERVICES shall not exceed two times (2x) the fees paid by OUSD to VENDOR under this AGREEMENT in the twelve (12) months preceding the incident giving rise to the claim, regardless of the legal or equitable theory on which the claim or liability is based, provided, however, that such limitation shall not apply to: (i) a party's indemnification obligations; (ii)

breaches of confidentiality or data security obligations; (or (iv) a party's gross negligence or willful misconduct (collectively the "Exceptional Claims"). For certainty, VENDOR's total aggregate liability under this Agreement in respect of all claims, including Exceptional Claims, shall not exceed $1,000,000.00 (one million dollars). The existence of more than one claim shall not enlarge or extend the foregoing limits.

Notwithstanding the generality of the foregoing, neither party seeks to limit or exclude any losses or damages which cannot be limited or excluded by applicable law.

24. **Indemnification**.

a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.

25. **Audit**. VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.

26. **Non-Discrimination**. It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair

Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

27. **Compliance with California and Federal Laws.** VENDOR shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The VENDOR shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the VENDOR or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.

28. **Drug-Free/Smoke Free Policy**. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

29. **Waiver**. No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.

30. **Assignment**. The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

31. **No Rights in Third Parties**. This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

32. **Litigation**. This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.

33. **Incorporation of Recitals and Exhibits**. Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.

34. **Integration/Entire Agreement of Parties**. This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.

Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

35. **Provisions Required By Law Deemed Inserted**. Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.

36. **Captions and Interpretations**. Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.

37. **Calculation of Time**. For the purposes of this AGREEMENT, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.

38. **Counterparts and Electronic Signature**. This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

39. **W-9 Form**. If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.

40. **Agreement Publicly Posted**. This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

41. **Signature Authority**.
    a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.

b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.

42. **Contract Contingent on Governing Board Approval**. The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AGREEMENT and to be bound by its terms and conditions:

VENDOR

Name: Sean Fahey Signature: Sean Fahey

Position: CEO Date: 2026-05-05

One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD

Name: _____ Signature: _____

Position: _____ Date: _____

☐ Board President (for approvals)
☐ Chief/Deputy Chief/Executive Director (for ratifications)

Name: Denise G. Saddler Signature: _____

Position: Interim Superintendent and Interim Secretary, Board of Education

Date: _____

Template Approved as to form by OUSD Legal

shalinianadkat

Shalini Anadkat 5/4/2026

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

SERVICES AGREEMENT EXHIBIT A

(Each Listed Clause below Corresponds to the Clause in the Agreement.)

VENDOR: VidCruiter Inc_____

Clause 1: **Services**. Describe the SERVICES VENDOR will provide:

This Exhibit to the OUSD Services Agreement between Oakland Unified School District ("**Customer"** or "**OUSD**") and VidCruiter Inc ("**VidCruiter**" or "**VENDOR**") sets out the specific terms on which VENDOR will make the Service (as defined below) available to Customer. In the event of any conflict or inconsistency between the terms of this Exhibit and the Agreement, the terms of this Exhibit shall prevail with respect to the subject matter hereof, unless expressly stated otherwise.

1. Definitions. Capitalized terms in this Exhibit have the meaning given below; all other capitalized terms bear the meanings provided in the body of the Agreement.

"**Applicant**" means any individual who is interviewed or is invited to an interview by a User through the Service.

"**Applicant Data**" means all data provided by a Applicant to Customer (including any User) through the Service, including the content of any interviews conducted through the Service.

"Customer Data" means all data that is submitted, collected, transmitted or otherwise provided by or on behalf of Customer through the Service or to VidCruiter in connection with Customer and/or its Users' and Applicants' use of the Service and expressly includes Applicant Data, but excludes, for clarity, Service Data and any other information, data, data models, content or materials owned or controlled by VidCruiter and made available through or in connection with the Service.

"Documentation" means the technical user documentation for the Service provided by VidCruiter.

"**Hires**" means Applicants subsequently employed or engaged by Customer.

"Hiring Manager Profile Link Service" means an optional tool within the Service which enables Customer (and anyone to whom Customer or its Users has provided the link) access to an Applicant's information (including their personally identifiable information and video interviews) without inputting a password due to a request to turn passwords off. The links are not indexed by search engines. This tool may be titled "Hiring Manager Profile Link", "Rating Link Profile" or similar in the Service or as otherwise clearly notified by VidCruiter to Customer, and each link to an Applicant's profile and data may be referred to as a "Profile Link".

"**Intellectual Property Rights**" means patent rights (including, without limitation, patent applications and disclosures), inventions, copyrights, trade secrets, know-how, data and database rights, mask work rights, and any other intellectual property rights recognized in any country or jurisdiction in the world.]

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Order Form**" means an order form for the Service

signed by each of VidCruiter and Customer which incorporates the terms of this Exhibit.

"Service" means VidCruiter's proprietary software-as-a-service offering that enables Users to use VidCruiter's recruiting software.
["**Service Fees**" means the fees (as specified in the Order Form) payable by Customer to VidCruiter for the right to receive access to the Service.]

"**Term**" has the meaning ascribed to that term in the Agreement.

"User" means any individual or entity who is authorized by Customer in writing or through the Service to use the Service (including without limitation any employee, contractor or similar of Customer).

2. Grant of License.

2.1 Provision of Service. Conditioned on the provisions of this Agreement and payment of the Service Fees, VidCruiter shall make the Service available to Customer during the Term.

2.2 User Accounts. User accounts are for use by designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Service.

3. Use of the Service.

3.1 VidCruiter Responsibilities. VidCruiter shall: (i) maintain data security procedures and safeguards in accordance with good industry practice with respect to the security and integrity of the Service and the Customer Data; (ii) provide basic support to Customer's Users, at no additional charge; and (iii) use commercially reasonable efforts to make the Service available twenty-four (24) hours a day, seven (7) days a week, except for: (a) planned downtime (of which VidCruiter shall use commercially reasonable efforts to give notice via the Service and which VidCruiter shall schedule at its discretion); or (b) any unavailability caused by circumstances beyond VidCruiter's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving VidCruiter employees), computer, telecommunications, Internet service VidCruiter or hosting facility failures or delays involving hardware, software or power systems not within VidCruiter's possession or reasonable control, and denial of service attacks.

3.2 Customer Responsibilities. Customer is responsible for all activities that occur in User accounts resulting from Customer, its employees', contractors' and agents' access to and use of the User accounts and for its employees', contractors' and agents' compliance with this Agreement. Customer shall: (i) use commercially reasonable efforts, including complying with all instructions provided by VidCruiter, to prevent unauthorized access to, or use of, the Service, and notify VidCruiter immediately endor promptly of any such unauthorized access or use; and (ii) comply (and ensure its Users comply) with all applicable local, state, federal and foreign laws and regulations in using the Service, including without limitation all applicable privacy, communications, anti-spam and export control laws and regulations.

3.3 Customer's use of the Service: Customer acknowledge that Customer is solely responsible for employment practices, including but not limited to use of the Service in its recruitment activities. Customer further acknowledges and agrees as follows:

a. ensuring that the process as well as all questions (including but not limited to any samples provided by VidCruiter) are legal in their jurisdiction, and Customer assumes all liability for the legality and appropriateness of all questions and processes used;

b. any recruitment, hiring, or employment decisions by Customer or its Users;

c. Customer's hiring process must not be discriminatory and appropriate accommodations made for Applicants including making alternative interview methods available to any applicant that is not willing or able to conduct an interview through the VidCruiter process including for any legally protected reason;

d. implementing a privacy policy governing Customer's relationship with Applicants in such detail as may be required by law (including without limitation in respect of all aspects of the Service used by Customer in relation to an

Applicant's personal information, which may include optional features such as the Hiring Manager Profile Link Service and as required for VidCruiter to collect, use, and disclose Personal Information of Applicants (collectively, "**Customer Terms**");

e. including within the Customer Terms provisions making it clear that Customer, not VidCruiter is responsible for any claims or liabilities relating to Customer's and its Users' use of the Services (including access to and use of the Hiring Manager Profile Link Service and processing of Applicant Data); and

f. if applicable, ensuring that (1) appropriate consents are obtained from Applicants for communication by SMS/text messaging through the Service; and (2) parental/legal guardian consent to the Customer Terms is required in respect of any Applicants who are under the age of majority in their jurisdiction of residence; and shall not remove any opt-out link embedded in the email features of the Service (as further described in Section 3.7 below) or use the email service to send unsolicited messages to third parties.

3.4 Restrictions. Customer shall not (and shall not allow any third party to), directly or indirectly: (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Service; (b) circumvent any user limits or other timing or use restrictions that are built into the Service; (c) remove, alter, or obscure any proprietary notices, labels, or marks from the Service; (d) frame or mirror any content forming part of the Service; or (e) access the Service in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Service, or (iii) evaluate the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; or (f) challenge or assist others in challenging the validity or ownership of VidCruiter's Intellectual Property Rights in the Service.

3.6 Video Features. Through the features of the Service, Customer may have the option to permit Applicants to re-record their interviews. Re-recorded interviews (even if not complete) will replace previous interview content which will not be able available for viewing. In addition, if Applicants do not complete an interview session, there may no recording available for review for such Applicants. Although the video interview process is outlined within the software for Users and Applicants, it is always Customer's responsibility to ensure that Applicants understand the interview process facilitated by the Service and how their personal information will be used.

3.7 Email Feature. Customer may choose to have VidCruiter to transmit white-labelled messages to Applicants through the Service on Customer's behalf. To enable this feature, Customer will need to make changes to Customer's DNS records as described in the configuration requirements made available by VidCruiter. Customer is solely responsible for determining the suitability of this service and for compliance with any applicable laws. By enabling this feature, Customer grants VidCruiter permission to transmit such messages on Customer's behalf.

3.8 Accessibility Features. The Service contains features and functionality to assist users in complying with their obligations to accommodate Applicants. It is Customer's responsibility to inform VidCruiter if Customer wants certain features switches on or requirements for further information about what features are available and how to properly use them. Customer must always ensure that Customer's use of the Service is in compliance with the laws applicable to Customer's recruitment process.

4. Proprietary Rights.

4.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, VidCruiter reserves all rights, title and interest in and to the Service and the Documentation and any other materials or content provided as part of the Service, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

4.2 Customer Data. As between VidCruiter and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data is deemed Confidential Information under the Agreement. VidCruiter shall not access Customer's User accounts, including Customer Data, except to respond to service or technical

problems or at Customer's request or as necessary for the operation of the Service or billing. Customer hereby grants VidCruiter a non-exclusive, worldwide, royalty-free license for the Term (and for thirty (30) days thereafter) to access, use, process, copy, store, transmit, modify and create derivative works of the Customer Data as reasonably required (i) to provide the Service and (ii) to create analytics, compile and use any non-identifiable usage data (collectively "**Service Data**"). For the avoidance of doubt, Service Data is data which does not include any raw Customer Data, personal information or Confidential Information of Customer in an identifiable form. All right, title and interest in and to Service Data will be owned by VidCruiter and accordingly VidCruiter is free to use Service Data in any manner. The parties hereto acknowledge and agree that VidCruiter will destroy all files and data left on the VidCruiter's platform as a result of Customer's usage of the same, within thirty (30) days following the end of this Agreement. If the Customer wishes to retain and transfer data and files from its original location, the Customer will be provided the location of the files and may export files to their desired location at their expense, at any time, during the course of this Agreement and up to thirty (30) days following the end of this Agreement, unless a new agreement is put in place for this data.

4.3 Feedback. VidCruiter shall own all right, title, and interest, including all Intellectual Property Rights, in and to any suggestions, enhancement requests, recommendations or other feedback ("**Feedback**") provided by Customer or its Users relating to the Service or VidCruiter's business. Customer hereby irrevocably assigns to VidCruiter all right, title, and interest in and to such Feedback. For greater certainty, VidCruiter shall have no obligation to modify the Service to implement any Feedback provided by Customer or its Users. Feedback provided to VidCruiter must not be subject to any confidentiality obligations and must not be confidential or proprietary information belonging to Customer, User or any third party.

5. Personal Information

5.1 Personal Information. Any personal information concerning a contractor or employee of a party or, in the case of Customer, a Applicant ("**Personal Information**") shall still be considered Confidential Information of such party for the purposes of this Agreement. In addition to the confidentiality obligations set forth in Section 7 below, each party shall (i) hold any Personal Information of the other party secure in accordance with the terms of this Agreement, (ii) protect such Personal Information from unauthorized disclosure by using and installing appropriate technological, physical and organizational security measures, (iii) comply with all laws and regulations relating to the protection and privacy of the Personal Information, including obligations as they exist under the *Personal Information Protection and Electronic Documents Act*, and (iv) if requested by other party, promptly correct or delete Personal Information. The disclosing party hereby grants permission to the other party to use such Personal Information solely for the purpose of carrying out its obligations pursuant to this Agreement and, except as expressly permitted by this Agreement, neither party shall disclose any Personal Information to any third party without the prior written consent of the disclosing party.

5.2 Storage of Personal Information. VidCruiter shall store all Personal Information of or relating to Customer or its Affiliates at the location specified in the Order Form.

5.3 Applicant Requests. VidCruiter shall:

a) promptly notify Customer if it receives a request from an Applicant regarding that Applicant's Personal Information under any applicable law;

b) direct such request to Customer; and

c) VidCruiter shall provide Customer with commercially reasonable cooperation and assistance in relation to Applicant's request regarding it's Personal Information, to the extent legally permitted and to the extent Customer does not have access to such Personal Data through its use of the Services.

5.4 Hiring Manager Profile Link Service. Customer may elect to use the Hiring Manager Profile Link Service at its discretion and must notify VidCruiter in writing that this feature should be enabled. If enabled, Customer should include details of the Hiring Manager Profile Link Service in the privacy policy it makes available to Applicants. Customer acknowledges that use by it of the Hiring Manager Profile Link Service results in a risk that it may inadvertently disclose Personally identifiable information of Applicants, particularly if it has not selected the option of a password to access such link,

whether through the sharing of a link (and/or the associated password, if applicable) to the Hiring Manager Profile Link of a Applicant with an unintended recipient or otherwise. Customer acknowledges that it is solely responsible for such risk, and shall indemnify and hold VidCruiter harmless from any claim, loss, damages, liabilities or costs that may arise from its Users (i) unlawfully disclosing any personally identifiable information of any Applicant through such use or (ii) otherwise sharing or making available (through any act or omission)a link (and/or the associated password, if applicable) to the Hiring Manager Profile Link of an Applicant with an unintended recipient or otherwise. Customer is solely responsible for obtaining all requisite consents from Applicants for the use of and distribution of their personal information through the Hiring Manager Profile Link Service.

5.5 **AI Features.** Generative AI features made available through the Service are optional tools which enable Users to transcribe and analyze video interviews, generate job descriptions and relevant attributes, and derive insights with the aim of improving and streamlining the recruitment and hiring process (collectively the "**AI Features**"). Further information about the AI Features can be found at VidCruiter AI Statement. By electing to use the AI Features, Customer acknowledges and agrees as follows:

5.6 Customer is responsible for obtaining all requisite consents from Applicants for the use of and distribution of their Personal Information through the AI Features;

5.7 Customer is responsible for informing Applicants of the use of AI Features with any third-party products or services and for maintaining and providing a process to facilitate end users' exercise of their rights under applicable privacy law;

5.8 Customer represents and warrants that, by using the AI Features with end users including Applicants, Customer will ensure that its privacy policy to be made available to end users accurately reflects the processing of end user data by VidCruiter as described in the VidCruiter AI Statement and VidCruiter Privacy Policy;

5.9 Customer understands and agrees to accept sole responsibility for all risks associated with use of the AI Features, including but not limited to its use of any output generated through use of the AI Features, evaluating the accuracy or suitability of such output, and any decisions or actions taken based on such output;

5.10 VidCruiter will have no liability to Customer or any third party in connection with use of the AI Features, including for any decision making or use within the hiring process which is deemed unlawful; and

5.11 Customer shall defend, indemnify and hold VidCruiter harmless from and against any claims, losses, damages, fines, penalties, liabilities, costs, expenses and reasonable attorney's fees incurred by VidCruiter in connection with or arising from Customer and/or its users' use of the AI Features in breach of any applicable laws including but not limited to claims arising from the processing of Personal Information without informed consent or any discriminatory or automatic decision making or a failure to notify applicants of use of artificial intelligence for employment purposes where required by law.

6. Disclaimer.

a) General Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, CUSTOMER ACKNOWLEDGES THAT THE SERVICE IS PROVIDED "AS IS", AND THAT VIDCRUITER MAKES NO OTHER REPRESENTATIONS AND PROVIDES NO OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, INCLUDING ANY REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SPECIFICALLY, BUT WITHOUT LIMITATION, VIDCRUITER DOES NOT REPRESENT, WARRANT OR OFFER ANY CONDITIONS THAT: (I) THE INFORMATION OR MATERIALS ON THIS WEBSITE OR SERVICE ARE CORRECT, ACCURATE, RELIABLE OR COMPLETE; (II) THE FUNCTIONS CONTAINED ON THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; OR (III) DEFECTS WILL BE CORRECTED. INFORMATION SENT OR RECEIVED OVER THE INTERNET IS GENERALLY UNSECURE AND VIDCRUITER CANNOT AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY

CONCERNING SECURITY OF ANY COMMUNICATION TO OR FROM THE WEBSITE OR SERVICE OR ANY REPRESENTATION OR WARRANTY REGARDING THE INTERCEPTION BY THIRD PARTIES OF PERSONAL OR OTHER INFORMATION.

b) AI/ML Disclaimer**. DUE TO THE NATURE OF MACHINE LEARNING AND ARTIFICIAL INTELLIGENCE, ANY OUTPUT MAY NOT BE UNIQUE AND THE SERVICE MAY GENERATE THE SAME OR SIMILAR OUTPUT FOR CUSTOMER OR A THIRD PARTY. GIVEN THE PROBABILISTIC NATURE OF MACHINE LEARNING, THE SERVICE MAY IN SOME SITUATIONS PRODUCE OUTPUT THAT IS INACCURATE, INCORRECT, OFFENSIVE OR OTHERWISE UNDESIRABLE. THE ACCURACY, QUALITY AND COMPLIANCE WITH APPLICABLE LAW OF THE OUTPUT IS DEPENDENT UPON AND COMMENSURATE WITH THAT OF THE CUSTOMER DATA OR OTHER CUSTOMER MATERIALS INPUTTED INTO THE SERVICE AND CUSTOMER'S COMPLIANCE WITH THIS AGREEMENT, AND NOTWITHSTANDING ANYTHING ELSE SET OUT HEREIN, VIDCRUITER WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR OR IN CONNECTION WITH ANY CUSTOMER DATA OR OTHER CUSTOMER MATERIALS OR OUTPUT, INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGES RELATING TO OR ARISING FROM CUSTOMER DATA OR OTHER CUSTOMER MATERIALS, OUTPUT, OR THEIR USE. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE USE OF ANY AI/ML FEATURES AND SHALL EVALUATE THE CONTENT, NATURE, TONE AND ACCURACY OF ANY OUTPUT AS APPROPRIATE FOR THE APPLICABLE USE CASE, INCLUDING BY USING HUMAN REVIEW OF THE OUTPUT. CUSTOMER ACKNOWLEDGES THAT THE AI/ML FEATURES ARE PROVIDED FOR CONVENIENCE ONLY AND ARE NOT A SUBSTITUTE FOR HUMAN JUDGMENT OR DECISION-MAKING.**

6.1 Service Disclaimer. UNDER NO CIRCUMSTANCES SHALL VIDCRUITER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES WHATSOEVER THAT RESULT FROM: (I) CUSTOMER'S NON-COMPLIANCE WITH ANY LAW, INCLUDING, WITHOUT LIMITATION, ALL PRIVACY AND EMPLOYMENT-RELATED LAWS; (II) THE USE OF SAMPLE QUESTIONS OR OTHER THIRD-PARTY CONTENT PROVIDED BY VIDCRUITER; (III) CUSTOMER'S DECISION TO HIRE OR NOT HIRE APPLICANTS; (IV) DISCRIMINATION BY CUSTOMER; OR (V) CUSTOMER'S FAILURE TO ACCOMMODATE APPLICANTS WITH DISABILITIES. THESE LIMITATIONS SHALL APPLY EVEN IF VIDCRUITER HAS BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY OR WILL BE SUFFERED BY ANY PERSON OR ENTITY WHATSOEVER. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

Clause 2: **Term**.

a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.
Start Date: January 13, 2026

b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after the start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.
End date: January 14, 2027

Clause 3: **Compensation**.

a. The basis for payment to VENDOR shall be:

☐ Hourly Rate: _____per hour
☐ Daily Rate: _____per day
☐ Weekly Rate: _____per week
☐ Monthly Rate: _____per month
☐ Per Student Served Rate: _____per student served
☐ Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s): _____
_____
_____

b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees, costs, and expenses incurred by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

Not-To-Exceed Amount: $14,400

NOTE: Each Listed Clause below Corresponds to the Clause in the Agreement

Clause 13: **Legal Notices**.

OUSD
Site/Dept: Legal Department
Address: 1011 Union Street, Site 946 City, ST Zip: Oakland, CA 94607 Phone: 510-879-5060
Email: ousdlegal@ousd.org

VENDOR
Name/Dept: _____ Address: ___ City, ST Zip: __ Phone: _____
Email: _____

Clause 17: **Insurance**. OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

☐ *Commercial General Liability Insurance*. Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is $25,000 or less.

☐ *Workers' Compensation Insurance*. Waiver typically available by OUSD if VENDOR has no employees.

Clause 18: **Testing and Screening**. OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.

☐ *Tuberculosis Screening*. Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.

☐ *Fingerprinting/Criminal Background Investigation*. Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).

Clause 20: **Health and Safety Orders and Requirements; Site Closures.** If there is an Order or event in which school sites and/or District offices may

be closed or otherwise inaccessible, would the SERVICES be able to continue?

☐ Yes, the SERVICES would be able to continue as described herein.

☐ No, the SERVICES would not be able to continue.

☐ Yes, but the SERVICES would be different than described herein, they would be as follows:

SERVICES AGREEMENT
EXHIBIT B
Order Form

VIDCRUITER INC.
("VIDCRUITER")
1 Factory Ln Suite 300, Moncton,
NB E1C 9M3
Tel 1-855-824-4720

Order Number | NUVCB-N30021

Customer's Legal Name: Oakland Unified School District
Legal Department

"**Customer**"

Address: 1011 Union Street, Site 946

Oakland, CA 94607

Phone No.: 510-879-5060

This Order Form is subject to the VidCruiter Terms of Use, which can be found at www.vidcruiter.com/tou (as updated from time to time) and any additional terms and conditions incorporated by reference herein (collectively, the "**Agreement**"). Customer's acceptance of this Order Form shall constitute acceptance of the Agreement. The Agreement shall constitute a binding agreement between the parties with regard to Customer's subscription for VidCruiter's proprietary software-as-a-service offering ("**Service**"). Any terms or conditions contained in any acknowledgment, invoice, or other communication by either party which are inconsistent with the terms and conditions in the Agreement or herein are hereby rejected and will not apply unless agreed to in writing by authorized officers of each party. In the event that Exhibit B and/or the VidCruiter Terms of Use directly conflict with the provision of paragraphs 1-43 of this contract, the paragraphs 1-43 shall control.

1. Core Product, Fees and Payment Terms

The Customer and VidCruiter hereby agree to the following exclusive pricing terms:

(a) The subscription price for VidCruiter's Service shall be for the initial term of one (1) year, beginning on January 14th, 2026 and ending on January 13th, 2027 (the "**Initial Term**").
(b) The subscription price is set at $14,400 USD, plus state sales tax if applicable, per year. Here is a full breakdown of pricing:

- *VidInterviewing* for up to 600 Hires* yearly. $18,000 USD per year
  - *Includes SSO*
  - Unlimited Interviews, Unlimited Users, Unlimited Applicants
- 20% NFP discount applied to pricing -$3,600 USD per year
- Data is hosted in United States on the Amazon Web Services (AWS) Network.

* 'Hire" or "Hires" means each Applicant who is interviewed using the VidCruiter SaaS offering and who is then offered a position by or on behalf of Customer. Such position is temporary or permanent, full-time, part-time,

employment or engagement as a non-employee.

(c) Client support is 24/7 via chat.
(d) Training for all Users by headquarters office between 8 a.m. GMT-5 and 11 p.m. GMT-5.
(e) Free Unlimited Training is available during the implementation process or for up to 4 months from signing.
(f) The Customer will get full unlimited use of the Service for this period.
(g) Unlimited 24/7 Applicant support for technical issues.
(h) Client branding and training included.
(i) Unlimited Users and Raters.

THE SIGNING OFFICER OF CUSTOMER WHO EXECUTES THIS ORDER FORM, ACKNOWLEDGES THAT IT HAS BEEN READ AND UNDERSTOOD AND THAT CUSTOMER AGREES TO BE BOUND TO THE AGREEMENT (INCLUDING THE TERMS OF USE).

THIS AGREEMENT IS EFFECTIVE ONLY ON ITS SIGNED ACCEPTANCE BY AN AUTHORIZED SIGNING OFFICER OF VIDCRUITER. NO ONE IS AUTHORIZED TO CHANGE, ALTER BY ITS TERMS AND CONDITIONS OR AMEND THIS ORDER FORM UNLESS AGREED TO IN WRITING BY AN OFFICER OF VIDCRUITER

For: _____
(Referred to as "Customer")

VIDCRUITER INC.

Signed: _____
(Authorized signing Officer)

Signed: _____
(Authorized signing Officer)

Sean Fahey - CEO

_____
(Name and Title)

_____
(Name and Title)

Date: _____

Date: _____

CERTIFICATE *of* SIGNATURE

REF. NUMBER
SE4GC-2LDN5-NSFDU-C3VVE

DOCUMENT COMPLETED BY ALL PARTIES ON
05 MAY 2026 13:21:04
UTC

SIGNER	TIMESTAMP	SIGNATURE
SEAN FAHEY	SENT **05 MAY 2026 13:20:46**	
EMAIL **SFAHEY@VIDCRUITER.COM**	VIEWED **05 MAY 2026 13:20:54**	IP ADDRESS **104.30.176.194**
SHARED VIA **LINK**	SIGNED **05 MAY 2026 13:21:04**	LOCATION **MISSISSAUGA, CANADA**