

ADDENDUM TO BETTERWORKS ENGAGE SaaS SERVICES AGREEMENT
Between
Laramie County and Betterworks Systems Inc.

THIS ADDENDUM is made and entered into by and between Laramie County, 310 West 19th Street, P.O. Box 608, Cheyenne WY, 82003-0608, hereinafter referred to as "COUNTY," and Betterworks Systems Inc., 999 Main Street, Redwood City, CA, 94063 hereinafter referred to as "CONTRACTOR." The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the Betterworks Engage SaaS Services Agreement between CONTRACTOR and COUNTY, hereinafter referred to as the "Agreement" and incorporated by reference herein.

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties, and shall remain in full force and effect for the duration of the Agreement, unless terminated at an earlier date pursuant to the provisions of this Addendum, or pursuant to federal or state statute, rule or regulation.

III. RELEVANT DOCUMENTS

The documents which are part of the Agreement between the parties, attached hereto and to which this Addendum refers, are the following:

- A. Betterworks SAAS Services Order Form including its Addendum 'A.'(2 pages)
- B. "Betterworks Engage Subscription Agreement," containing Terms and Conditions retrieved from <https://www.betterworks.com/subscription-agreement-engage/> as referenced in the foregoing "Order form" on 11/3/2020" (8 pages)

IV. MODIFICATIONS

A. Section 2.2 under the title "RESTRICTION AND RESPONSIBILITIES," of the Subscription Agreement, ¶ 2.2, second sentence is omitted in its entirety and shall be of no further force or effect.

B. Section 4.1 titled "PAYMENT OF FEES" of the Subscription Agreement," ¶ 4.2 is modified to omit the second sentence, which is replaced with the following language:

"COUNTY is exempt from sales and use taxes pursuant to Wyo. Stat. Ann. § 39-15-105 as amended. All payments made pursuant to this Agreement shall be in accordance with Wyo. Stat. Ann. § 16-6-602 as amended."

V. ADDITIONAL PROVISIONS

A. Acceptance Not Waiver: COUNTY's approval of the reports, and/or services furnished pursuant to the Agreement shall not in any way relieve CONTRACTOR of its responsibility for its obligations pursuant to the Agreement or any applicable law. COUNTY's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under the Agreement and this Addendum or of any cause of action arising out of the performance of the Agreement and this Addendum.

B. Termination: This Agreement and addendum may be terminated (a) by either party at any time upon thirty (30) days' written notice for failure of the other party to comply with the material terms and conditions of this agreement; or, (b) upon mutual written agreement by both parties.

C. Entire Agreement: Betterworks SAAS Services Order Form including its Addendum 'A.'(2 pages) and "Betterworks Engage Subscription Agreement," containing Terms and Conditions retrieved from <https://www.betterworks.com/subscription-agreement-engage/> as referenced in the foregoing "Order form" on 11/3/2020" (8 pages) and this Addendum (4 pages), represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

D. Assignment: Neither the Agreement, this Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

E. Modification: The Agreement and this Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

F. Invalidity: If any provision of the Agreement and this Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of the Agreement and this Addendum are fully severable.

G. Applicable Law and Venue: The parties mutually understand and agree the Agreement and this Addendum shall be governed by and interpreted pursuant to the laws of the State of Delaware. If any dispute arises between the parties from or concerning the Agreement and this Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the state or U.S. federal courts located in the State of Delaware. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing the Agreement and this Addendum. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in the Agreement and this Addendum.

H. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with the Agreement and this Addendum, nor were any fees, commissions, gifts or other considerations made contingent upon the award of the Agreement

and this Addendum, other than commissions paid pursuant to CONTRACTORs standard brokerage agreement.

I. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of the Agreement and this Addendum because of race, color, gender, creed, handicapping condition, or national origin..

J. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into the Agreement and this Addendum, if such applicable law states that COUNTY must not waive its Governmental/Sovereign Immunity. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on the Agreement and this Addendum.

K. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and the Agreement and this Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in the Agreement and this Addendum shall operate only between the parties to the Agreement and this Addendum, and shall inure solely to the benefit of the parties to the Agreement and this Addendum.

L. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the Agreement and this Addendum described herein.

M. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement and this Addendum may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate the Agreement and this Addendum in order to acquire similar services from another party.

N. Notices: All notices required and permitted under the Agreement and this Addendum shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

O. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Client Services Agreement (11 pages) or the Business Associate Agreement (10 pages), the provisions and conditions set forth in this Addendum shall control.

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Gunnar Malm, Chairman, Laramie County Commissioners

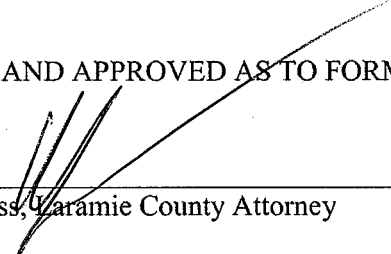
ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

BETTERWORKS Systems Inc.

By: Steven R. Springsteel Date Nov 10, 2020
Steven R. Springsteel (Nov 10, 2020 11:30 MST)
Name: Steven R. Springsteel
Title: CFO

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____ Date 11/10/2020
Mark Voss, Laramie County Attorney



Betterworks Systems, Inc.
 999 Main Street
 Redwood City, CA 94063
 Phone: 1.844.438.2388
 Inquiries: hello@betterworks.com

Customer Information

Account Name	Laramie County	Name	Heather Rudy
Billing Address	310 West 19 th Street Cheyenne, WY 82007	Phone	307-633-4355
		Email	heatherr@laramiecounty.com

Agreement Information

Agreement Start Date	9/20/2020	Prepared By	Dustin Moody
Agreement End Date	9/19/2021	Email	dustin.moody@betterworks.com
Agreement Length (months)	12		
Payment Terms	Net 30		
Billing Terms	Up front and in advance		

Product	Quantity	Total Price	Line Item Description
Service - Premium Account Maintenance	1.00	\$996.00	Enhanced customer service experience with hands-on training and implementation. See Addendum A.
Survey Suite	950.00	\$9,960.00	Unlimited Surveys including Engagement, Lifecycle and Ad-Hoc. Surveys can have unlimited questions that can be sent to all or a subset of employees.
Service - Kiosk	1.00	\$0.00	Custom login page for use with kiosk and other remote workstations

Grand Total **\$10,956.00 USD**

Overage Agreement

User seats are governed by "Quantity" listed in "Quote Line Items" section above. A user seat is defined as any active account in the Betterworks Engage application. Candidate and Alumni (non-employee) users will count as users if added in the system. User seats are counted and reconciled on a quarterly basis.

Customer will be automatically billed and invoiced if purchased quantity is exceeded by any amount (subject to "Billing Terms" mentioned above), The overage fee will be calculated by multiplying quantity of user overage by prorated number of months left in agreement by "Overage Amount" listed below.

Overage Amount \$2.20

Payment Agreement

Company agrees to pay Betterworks Systems Inc the "Grand Total" amount listed above in accordance with "Payment Terms" and "Billing Terms." This amount is Net and will be paid free and clear of any deductions or withholding taxes. All payments are final and non-refundable.

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this September 20, 2020 (the "Effective Date") between Betterworks Systems, Inc., with a place of business at 999 Main Street, Redwood City, CA 94063, USA ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, the accompanying Addendum A, Addendum to Betterworks Engage SAAS Services Agreement, as well as the Terms and Conditions accessible at https://www.betterworks.com/subscription-agreement-engage/ and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Signatures

Betterworks Systems, Inc.

Customer

Signature: Steven R. Springsteel
Steven R. Springsteel (Nov 10, 2020 11:30 MST)

Signature: _____

Printed Name: Steven R. Springsteel

Printed Name: _____

Title: CFO

Title: _____

Date: Nov 10, 2020

Date: _____

Addendum A - Service and Support

Included with Standard Account Maintenance:

- Dedicated Account Manager
- Ongoing technical support (regular business hours)
- Access to Online Help Center (Betterworks Engage University)
- Basic advisory with Engage initial launch and configuration
- Access to best practice documentation and online resources
- Access to training and configuration webinars
- Annual Executive Business Review

Included with Premium Account Maintenance:

- All items included with Standard Account Maintenance
- Hands-On assistance during initial configuration
- Expert survey design review and consulting
- Multi-Language survey support (if multi-language selected as Product)
- Quality control "second look" during survey launch
- Dedicated Training for Super Users (Admin and Manager)
- Dedicated "Train the Trainer" training
- Monthly check-in call
- Quarterly Executive Business Review
- Up to 10 ad-hoc "Hourly Rate Services" hours per 1000 users per year
 - Organizations under 1000 users will receive 5 hours per year

Hourly Rate Services (not included with Account Maintenance Plans):

- Customer data cleanup and/or data manipulation
- Integration build and support
- Post survey employee data changes
- Post survey content changes
- Custom exports (not supported by Engage Insights)
- Delegation of tasks that can be done by user (uploading user list, changing roles, etc)
- Custom presentations and reports

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY



Product OKRs Solutions Resources Mobile Only Buttons

Product ▾ OKRs ▾ Solutions ▾ Resources ▾

Login

Contact Us

See Us in Action

Log In

Betterworks Engage Subscription Agreement

This Betterworks Engage Subscription Agreement (“BESA”), governs any ordering document executed by the customer identified in that ordering document (“Customer”) and Betterworks Systems, Inc. (“Company”). This BESA, the applicable ordering form, and any other incorporated terms, comprise the complete understanding between the parties on the subject matter (“Agreement”) and applies only to the Betterworks Engage product and service offerings.

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Betterworks Engage Services.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company’s standard practice.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels. Customer shall not take any action aimed

at destroying the anonymity of, or identify the individual user associated with, any portion of its employees', contractors' or other end users' input.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect or otherwise made available to Customer (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of the Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer's account or the Equipment with or without Customer's knowledge or consent.

2.5 Each of the Company and Customer hereby represents and warrants that (a) it has the full power and authority to enter into this Agreement and this Agreement will constitute a valid and binding obligation of Company or Customer, as applicable; and (b) its execution of this Agreement does not violate any other agreement to which it is subject.

2.6 Company shall indemnify and hold harmless Customer against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim by a third party against Customer based on a claim that the Services, as used in accordance with this Agreement, infringe such third party's Intellectual Property Rights. In any such cases, Company undertakes to, at its discretion and without cost to Customer, (i) modify the Services so that the Services do not infringe any third party's Intellectual Property Rights or (ii) ensure the right of the Customer to continue using the Services during the Term. If, in Company's sole determination, the alternatives in the foregoing sentence are not possible or feasible, Company may immediately terminate this Agreement and refund Customer a pro-rated portion of the Service Fees paid under the Agreement for its use of the Services for the terminated portion of the Term. Notwithstanding any provision of this Agreement to the contrary, the provisions of this Section 2.6 state Company's entire liability and obligation, and Customer's sole remedy, in connection with any claim of infringement of any third party's Intellectual Property Rights by the Services.

Excluded from the above indemnification obligations are claims to the extent arising from (a) use of the Services in violation of this Agreement or applicable law, (b) use of the Services after Company notifies Customer to discontinue use because of an infringement claim, (c) modifications to the Services not made by Company, or (d) use of the Services in combination with any software, application or service made or provided other than by Company, except that the mere use of the Apple and Android operating systems (in accordance with their terms) in combination with the Services shall not preclude Company's indemnification obligations set forth in the paragraph above pursuant to this subsection (d).

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection as may now exist and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction.

2.7 Company hereby agrees to indemnify and hold Customer harmless against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim by a third party of a breach of Proprietary Information including without limitation, any employee input or employee identity, to the extent arising from such breach. Excluded from the above indemnification obligations are claims to the extent arising from (a) use of the Services in violation of this Agreement or applicable law, (b) Customer's wrongful actions or omissions, including, without limitation, wrongful termination of employees' services or discrimination.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after three (3) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes solely in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form solely in connection with its business.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the "Services Fees"). If Customer's use of the Services

exceeds the service capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Services Fees or applicable charges and to institute new charges and Services Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term") upon mutual agreement of the parties prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by

third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON AND WITH RESPECT TO CUSTOMER'S LIABILITY HEREUNDER, EXCEPT FOR (I) CUSTOMER'S VIOLATION OF SECTION 2.1 OF THIS AGREEMENT, AND (II) CUSTOMER'S INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS IN THE SERVICES, CUSTOMER, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), AND EACH PARTY'S OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND EITHER PARTY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer without Company's prior written consent, except in the case of a merger, acquisition, reorganization, consolidation, reincorporation, or sale of all or substantially all of the

assets of Customer, provided that such successor-in-interest is bound by the terms and conditions of this Agreement. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of law provisions. In addition, the parties shall work together in good faith to issue at least one mutually agreed upon press release and conduct a joint webinar within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

Contact Us	About	Product	Solutions	Resources
	Company	Goals and	Objectives and Key	Customers
We're	HR	Alignment	Results	Upcoming Events
Hiring	Council	Conversations,	Continuous	Continuous
	Blog	Feedback,	Performance	Performance
	Press	Recognition	Feedback Culture	Management
	Privacy	Calibration	Retain Your Top	Goals and OKRs
	Security	Engage	Talent	HR Research
	Developers	Insights and	Align Your	Human Resource
	Partners	Analytics	Workforce	Technology
		Team Edition	Better Managers	Success Stories

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Administration

Effective

Employee Engagement

Customer Success

Onboarding

ROI Calculator

Employee

Engagement

Enterprise Agility



Hey there 🙋 can I ask you a quick question?

1






Laramie County - Engage Order Form (2020 Renewal) - 11.10.20

Final Audit Report

2020-11-10

Created:	2020-11-10
By:	Kevin Nguyen (kevin.nguyen@Betterworks.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM1sKMGIhMj1Z779-mminteTgR5YvZeas

"Laramie County - Engage Order Form (2020 Renewal) - 11.10.20" History

-  Document created by Kevin Nguyen (kevin.nguyen@Betterworks.com)
2020-11-10 - 6:06:05 PM GMT- IP address: 73.63.228.59
-  Document emailed to Steven R. Springsteel (sspringsteel@betterworks.com) for signature
2020-11-10 - 6:07:38 PM GMT
-  Email viewed by Steven R. Springsteel (sspringsteel@betterworks.com)
2020-11-10 - 6:29:51 PM GMT- IP address: 24.251.186.102
-  Document e-signed by Steven R. Springsteel (sspringsteel@betterworks.com)
Signature Date: 2020-11-10 - 6:30:34 PM GMT - Time Source: server- IP address: 24.251.186.102
-  Agreement completed.
2020-11-10 - 6:30:34 PM GMT