

ADDENDUM TO HYPHEN SUBSCRIPTION AGREEMENT

Between

Laramie County and HyphenMark 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 HyphenMark Inc., 181 2nd Street, San Francisco, CA, 94105 hereinafter referred to as "CONTRACTOR." The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the Hyphen Subscription 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, and to which this Addendum refers, are the following:

- A. Hyphen Subscription Agreement, Last revised September 2, 2016 (6 pages)
- B. Hyphen SAAS Service Order Form (2 pages)

IV. MODIFICATIONS

A. Section 2 titled "RESTRICTION AND RESPONSIBILITIES," of the Subscription Agreement, ¶ 2.3, second sentence is omitted in its entirety and shall be of no further force or effect.

B. Section 4 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 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: The Hyphen Subscription Agreement (6 pages), the Hyphen SAAS Services Order Form (2 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 Wyoming. 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 District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. 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. ADA Compliance: All parties agree they will comply with all applicable provisions as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

K. 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. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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 _____
Linda Heath, Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

HYPHENMARK INC.

By: Patrick Monteith Date 9/9/19
Name: Patrick Monteith
Title: Account Executive

REVIEWED AND APPROVED AS TO FORM ONLY

By: [Signature] Date 9/11/19
Gladys Ayokosok, Deputy Laramie County Attorney

HYPHEN SAAS SERVICES ORDER FORM



HyphenMark Inc
 181 2nd Street
 San Francisco, CA, 94105
 Phone: (650) 823-3400
 Inquiries: contact@gethyphen.com

Customer Information

Account Name Laramie County
 Billing Address 310 West 19th Street
 Cheyenne, WY 82007

Name Heather Rudy
 Phone (307) 633-4355
 Email heatherr@laramiecounty.com

Agreement Information

Agreement Length 12.00
 (months)

Prepared By Patrick Monteith
 Email patrick@gethyphen.com
 Expiration Date 9/30/2019

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.
Unlimited On-Demand Survey	415.00	\$9,960.00	Unlimited Surveys including Engagement and Ad-Hoc (Does not include Lifecycle Surveys).

Standard Price \$10,956
 Discount (blend) 0.00%
 Grand Total \$10,956.00

Overage Agreement

User seats are governed by "Quantity" listed in "Quote Line Items" section above. A user seat is defined as any active account (regardless of role or employment status) in Hyphen applications. Candidate and Alumni (non employee) users will count as user seats if added in 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 HyphenMark 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 Service Agreement

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this _____ (the "Effective Date") between HyphenMark Inc with a place of business at 30 Cunningham Place, San Francisco, CA 94110, USA ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, the accompanying Addendum A, as well as the Terms and Conditions accessible at <http://gethyphen.com/hyphen-subscription-agreement> 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

HYPHEN SAAS SERVICES ORDER FORM



HyphenMark Inc
181 2nd Street
San Francisco, CA, 94105
Phone: (650) 823-3400
Inquiries: contact@gethyphen.com

HyphenMark Inc

Customer Name:

Signature:

Patrick Monteith

Signature:

Printed Name:

Patrick Monteith

Printed Name:

Title:

Account Executive

Title:

9/11/19

Addendum A - Service and Support

Included with Standard Account Maintenance:

- Dedicated Account Manager
- Ongoing technical support (regular business hours)
- Access to Online Help Center (Hyphen University)
- Basic advisory with Hyphen 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 Hyphen Insights)
- Delegation of tasks that can be done by user (uploading user list, changing roles, etc)
- Custom presentations and reports