Software & Service Order Form

Prepared For County of Monterey

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07 / 10 / 2023

Software-as-a-Service Order Form

This Software-as-a-Service Order Form ("Order Form") is entered into as of the "Effective Date" below between **Quantum Market Research, Inc.**, a Delaware corporation (DBA "Quantum Workplace"), and the "Customer" identified below (may also be referred to as the "Parties" or a "Party"). This order form is subject to the Quantum Workplace <u>Terms of Service</u> and <u>Privacy Policy</u>.

Customer Information

Customer Name: County of Monterey	
Customer Address: 168 West Alisal St. Salinas, CA 93901	Billing Address: 168 West Alisal St. Salinas, CA 93901
Business Contact: Catherine Crusade	Billing Contact: Catherine Crusade
Business Contact Email: crusadecm@co.monterey.ca.us	Billing Email: crusadecm@co.monterey.ca.us
Business Contact Phone: 831-755-5316	Billing Phone: 831-755-5316



Order Form Effective Following Completed Signatures Unless Stated Otherwise Below

Initial Services Terms (No. of Months):	Renewal Term(s):
12 Months: October 1, 2023 through September 30, 2024	Negotiations for renewals after the Initial Term shall be commenced by both parties a minimum of ninety (90) days prior to the expiration of the Agreement.
Customer Status:	Quantum Contact: Mark Rathouz

Services:	Description:
Employee Engagement Platform Subscription Services	Customer's subscription to Quantum Workplace services includes:
	✓ 3300 Employee Count
	Signature Support

Quantum Workplace Deliverables

EXHIBIT A – STATEMENT OF WORK

Software Subscription

Surveys

Features

- · Annual engagement survey implementation and administration for all employees
- Ability to self-administer employee lifecycle surveys including candidate experience, new hire, and exit
- Ability to self-administer non-lifecycle pulse surveys on topical or ad-hoc events like benefits, communication, et al.
- · Access to recommended survey content including standard and custom item library
- Surveys distributed online; mobile optimized for smartphones and tablets
- · Custom survey invitation and reminder communications
- Survey invites and reminders deliverable via email, Microsoft Teams, and Slack
- Ability to pre-populate employee demographics with the option to add post-survey demographics for business linkage analysis
- Real-time reporting upon survey launches and throughout data collection
- Driver analysis to identify the survey items that are most impactful for the organization
- · Key data insights auto-surfaced via proprietary Insights Engine
- · Ability to document and share self-sourced insights and trends in the reporting site
- Dynamic reporting with the ability to slice by and filter demographics, sort and compare teams, and configure heat maps
- Turnover Dashboards including First Year, Trends, Comparison by Survey and Flight Risk analytics via predictive analytics by Risk Factors and Demographics
- Turnover Trends Report to connect turnover data to employee survey results
- Access to Standard PowerPoint Summary Export
- M.E. Report for each online engagement survey respondent
- Access to online Action Planning and Action Ideas Library for all user
- · Comment sentiment and theming provided via proprietary NLP machine learning models
- Non-English comments can be machine-translated into English for availability in reporting, along with the ability to toggle to the original untranslated comment
- · Ability to view and respond to employee comments left on each survey
- Configurable and Custom Org Trees based on unique employee demographics
- Engagement benchmarking data provided by industry and national same-sized
- Unlimited user admin seats; access to all reports and demographics for filtering and slicing
- Unlimited user seats available for managers that meet the minimum reporting threshold
- Configurable reporting threshold for aggregate data
- Survey responses are configurable and can be set to attributed, confidential, or anonymous.

Signature Support

Our partnership provides you with onboarding implementation support followed by continuous coaching and guidance to help you maximize the value of Quantum Workplace and hone your strategy with us over time. Details of what you can expect from our partnership include:

Implementation

- One-time onboarding implementation kick-off, design, and working sessions to help you configure Quantum Workplace's software to achieve your desired outcomes
 - Live 1:1 administrator training
 - Coordination of HRIS and productivity integrations
 - Single sign-on (SSO) setup assistance
 - · Collaborative discussion and setup of configuration preferences
 - For survey plan customers: Engagement survey setup and configuration with survey audit prior to launch and results release
- Implementation management for each first-time new product or feature implementation

Success Management

- Regularly scheduled touchpoints with a dedicated Customer Success Manager for ongoing platform guidance and support
- Best practice coaching on platform configuration, usage, program design, and implementation
- Bi-annual business plan reviews with recommendations tailored to your organization, plus product-specific best practices

Technical Support (Monday - Friday, 8am - 5pm CST)

- Unlimited support for all admins and users
- Access to all support channels: email, live chat, and phone

Ongoing Education & Training

- · Live 1:1 webinars for admins introducing new products and analytics
- Open invite group webinars to train end-users
- Online resource library including on-demand training, best practice guides, communication and changemanagement templates, engagement survey toolkit, and additional how-to videos and documentation

Service Fees

Annual Service Fee	Service Fees
\$61,000 Applicable sales tax will be in addition to the stated fees when required, and presented separately on the invoice.	Execution of this Order Form by both parties serves as an agreement by Customer to pay the associated Annual Service Fees. The invoice sequence will begin on the Effective Date of the Agreement. The payment frequency will be annual, up front. Any subsequent invoices will be generated on the same cycle, with each twelve (12) month service period beginning on the anniversary of the Effective Date. Service Fees are payable within thirty (30) days of the invoice billing dates. Quantum Workplace shall bill all charges and/or costs directly to Customer.
	At the conclusion of the initial 12 month term, Quantum Workplace may increase the Service Fees for any Renewal Term by providing advance written notice to Customer prior to the beginning of the Renewal Term of such intended increase. Such increase shall be no greater than six and a half percent (6.5%) of the total Service Fees charged in the prior year, except in the case of material increases to Employee Count. If Employee Count has increased by more than ten percent (10%) since the Employee Count at the inception of the Agreement, Quantum Workplace may increase Service Fees for the Renewal Term by greater than six and a half percent (6.5%) by providing advance written notice to Customer prior to the beginning of the Renewal Term.

To the extent the Services provided to Customer hereunder will include Processing (as defined in the "Privacy Policy" found at on Quantum Workplace's website at *www.quantumworkplace.com* of personal data subject to the laws of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, including, without limitation, GDPR (as defined in the Privacy Policy), then the parties agree that the additional terms and conditions set forth in Quantum Workplace's Privacy Policy, which shall be incorporated herein by this reference, and each party agrees to comply with the terms and conditions set forth in the Privacy Policy.

This Order Form, together with the Terms of Service and Privacy Policy, constitutes the complete and exclusive statement of the parties' agreement as to the subject matter hereof and supersedes all proposals, requirements documents, discussions, presentations, responses to questions, or prior agreements, commitments or promises, oral, electronic or written, between the parties or provided by one party to another, relating to the subject matter hereof. In the event of any conflict or inconsistency between the provisions of this Order Form and the Agreement, including any schedules, addenda or attachments thereto, the provisions of this Order Form shall prevail. This Order Form may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same agreement.

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Signatures

If each Party agrees with the Software & Service Form prepared above, please enter the required signature and additional information below

Quantum Market Research, Inc. (DBA "Quantum Workplace")	County of Monterey
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: