

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

Quantum Market Research, Inc.

(hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Employee Engagement Platform Subscription Services.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **\$61,000**.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from October 1, 2023 to September 30, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Software & Service Order Form

Exhibit B: Terms of Service

Exhibit C: Privacy Policy

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. ~~In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.~~

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. ~~The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.~~

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Catherine Crusade, Employee Engagement Manager	Mark Rathouz, Account Executive
Name and Title	Name and Title
168 W. Alisal St. 3rd Floor Salinas, CA 93901	13810 FNB Parkway, Ste 401 Omaha, NE 68124
Address	Address
(831) 755-5316	(402) 519-2133
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

Quantum Market Research, Inc.

By: DocuSigned by: Angelica Ruelas
4DFC1176F799451
Contracts/Purchasing Officer

Date: 9/1/2023 | 10:09 AM PDT

By: Department Head (if applicable)

Date:

Approved as to Form
County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Janet L. Holmes
C1F8D3B2F5841B...
Office of the County Counsel

Date: 9/1/2023 | 8:53 AM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth
4E7E657875A54AD...
Auditor/Controller

Date: 9/1/2023 | 9:13 AM PDT

By: Risk Management

Date:

By: DocuSigned by: Mark Rathouz
F0624BACCF74EB...
(Signature of Chair, President, or Vice-President)
Mark Rathouz Account Executive

Date: 8/31/2023 | 3:19 PM PDT

By: DocuSigned by: Corey Farley
3C0D06E1E3FF476...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
Corey Farley Sr. Director of Sales

Date: 8/31/2023 | 3:24 PM PDT

County Board of Supervisors' Agreement No. A-16560 approved on 08/29/2023

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A

Software & Service Order Form

Prepared For **County of Monterey**

Created by:

Mark Rathouz

mark.rathouz@quantumworkplace.com

Prepared for:

Catherine Crusade

crusadecm@co.monterey.ca.us

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 [Terms of Service](#) and [Privacy Policy](#).

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 Information

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: <input checked="" type="checkbox"/> New <input type="checkbox"/> Existing Customer	Quantum Contact: Mark Rathouz

Services:	Description:
Employee Engagement Platform Subscription Services	Customer's subscription to Quantum Workplace services includes: <input checked="" type="checkbox"/> 3300 Employee Count <input checked="" type="checkbox"/> 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 change-management templates, engagement survey toolkit, and additional how-to videos and documentation

Service Fees

Annual Service Fee	Service Fees
<p>\$61,000</p> <p>Applicable sales tax will be in addition to the stated fees when required, and presented separately on the invoice.</p>	<p>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.</p> <p>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.</p>

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.

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.

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. <small>(DBA "Quantum Workplace")</small>	County of Monterey
Signature:  F0621BACFF74EB...	Signature:  4DFC1176E799451...
Name: Mark Rathouz	Name: Angelica Ruelas
Title: Account Executive	Title: MA III/ Deputy Purchasing Agent
Date: 8/31/2023 3:19 PM PDT	Date: 9/1/2023 10:09 AM PDT

Terms of Service

Last Updated: August 10, 2020

These terms and conditions of service are between you (the “Customer”, “you”, or “your”) and Quantum Market Research, Inc. (“Quantum Workplace”) and govern your use of the Quantum Workplace employee engagement platform and Quantum Workplace services related to your subscription to the platform, as such “Services” shall be further detailed under a separate order form (an “Order Form”) between you and Quantum Workplace (these terms and conditions and the Order Form shall collectively be referred to as, the “Agreement”). You may not access or use any Services unless you agree to abide by all of the terms and conditions in this Agreement.

1. Services

(a) Subject to the terms and conditions of this Agreement, Quantum Workplace grants Customer a non-exclusive, non-transferable right to access and use the Services during the Term, solely for use by Authorized Users. Such use is limited to Customer’s internal use. Quantum Workplace shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services. You must use the Services in a lawful manner, and must obey all laws, rules, and regulations applicable to your use of the Services. An “Authorized User” means Customer’s employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (b) for whom access to the Services has been purchased hereunder.

(b) Quantum Workplace has and will retain sole control over the operation, provision, maintenance, and management of the Services. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property (defined below) in or relating to, the Services. All right, title, and interest in and to the Services, and Quantum Workplace Intellectual Property, are and will remain with Quantum Workplace. Quantum Workplace may from time to time in its discretion engage third parties to perform or assist in the performance of the Services (each, a “Subcontractor”). “Intellectual Property “ means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, source code, object code, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

(c) Quantum Workplace may, directly or indirectly, and by use of a disabling or any other lawful means, suspend, terminate, or otherwise deny Customer’s, any Authorized User’s, or any other person’s access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) Quantum Workplace receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Quantum Workplace to do so; or (b) Quantum Workplace believes, in its reasonable discretion, that: (i) Customer or any Authorized

User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iii) this Agreement expires or is terminated. This Section 1(c) does not limit any of Quantum Workplace's other rights or remedies, whether at law, in equity, or under this Agreement.

2. Use Restrictions

Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services; or (v) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

3. Duties and Obligations of Quantum Workplace

Quantum Workplace shall provide the Services in a professional, workmanlike manner consistent with industry standards, and the Services shall include all services necessary for productive use including, without limitation, security controls, customization, system integration, user identification and password change management, data import and export, monitoring, technical support, maintenance, training, and backup and recovery. During the term of this Agreement, Quantum Workplace shall not materially reduce or eliminate functionality in the Services.

4. Duties and Obligations of Customer

Customer shall timely provide Quantum Workplace with sufficient documentation, information, assistance, support and data to enable Quantum Workplace to perform the Services. All Customer deliverables shall meet the reasonable quality and formatting requirements outlined by Quantum Workplace, including but not limited to adherence to template instructions and requirements for related documents, demographics, and communications. Further, it is very important to us that individuals who take surveys created by you or an Authorized Users ("End User") understand the purpose and intent of your use of the Services. You agree to accurately communicate, and not misrepresent, the nature of the Services, and any applicable privacy terms relating to their responses or submissions via the Services by End Users; and (ii) provide your End Users a meaningful way to contact you in the event of any questions; (iv) not use Services in a manner that is unfair or deceptive.

5. Term

This Agreement is effective on the date detailed in an Order Form, and will continue until terminated in accordance with this Agreement (the "Term"). Survey data affiliated with Customer will be stored internally by Quantum Workplace for an additional sixty (60) days following any termination or non-renewal of this Agreement.

6. Fees and Payment

In exchange for the Services to be provided to Customer by Quantum Workplace, Customer shall pay Quantum Workplace "Service Fees" detailed in an Order Form.

Quantum Workplace Service Fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on Quantum Workplace's net income. If Quantum Workplace has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Quantum Workplace with a valid tax exemption certificate authorized by the appropriate taxing authority. If applicable, Customer must provide the tax-exempt certificate within 20 days of the date of the invoice.

Service Fees and any included Taxes are payable within thirty (30) days of the invoice billing dates, unless other payment terms are detailed in the Order Form.

7. Confidentiality; Customer Data

(a) Quantum Workplace Confidential Information.

Customer acknowledges and agrees that Quantum Workplace's Services and Intellectual Property embodies substantial creative efforts and confidential information, ideas, and expressions (the "QW Confidential Information"). Accordingly, Customer agrees to treat, and take precautions to ensure that its employees treat, the QW Confidential Information as confidential in accordance with the confidentiality requirements and conditions set forth in this Section 7. Customer acknowledges that the unauthorized use, transfer, or disclosure of the QW Confidential Information and its components or copies thereof, will (1) substantially diminish the value to Quantum Workplace of the trade secrets and other proprietary interests that are the subject of this Agreement; (2) render Quantum Workplace's remedy at law for such unauthorized use, disclosure, or transfer inadequate; and (3) cause irreparable injury in a short period of time. If Customer breaches any of its obligations with respect to the use or confidentiality of the QW Confidential Information, Quantum Workplace shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief. Customer's obligations under this Section shall survive the termination of this Agreement.

(b) Customer Data.

Protection of personal data is very important to us. Our “Privacy Policy,” which can be found at <https://www.quantumworkplace.com/privacy-policy> and is made part of this Agreement, explains how and for what purposes we collect, use, retain, disclose, and safeguard the personal data you provide to us. You agree to the terms of our Privacy Policy, which we may update from time to time. All data uploaded by Customer, including all survey and performance management system related data, personal information of Customer’s employees and all analytics data derived therefrom (“Customer Data”) remains the sole and exclusive property of Customer and shall be considered and treated by Quantum Workplace as confidential information of Customer. During the term of this Agreement, in addition to the foregoing, service will be performed in accordance with industry standards for confidentiality and anonymity of the end users and survey responders, and Quantum Workplace will deliver data and analytics in a manner reasonably designed not to reveal the identity of end users without their explicit permission. For a reasonable period of time following the expiration or termination of this Agreement, Customer may access and download a copy of all Customer Data or request Quantum Workplace to provide a copy of all such Customer Data in a format reasonably agreed to by the parties. Customer grants Quantum Workplace a worldwide, royalty free, perpetual license and right to use, disclose, store, and modify the Customer Data for purposes of performing the Services under this Agreement, as is necessary or useful for Quantum Workplace’s internal business needs to improve the Services, and as may be permitted under the Privacy Policy, including the ability to aggregate and de-identify Customer Data and retain such aggregated and de-identified Customer Data subject to Quantum Workplace’s confidentiality and disclosures obligations hereunder.

All Customer Data will be encrypted at-rest and in-transit by Quantum Workplace. Customer may request that Quantum Workplace destroy Customer Data at any time, and any Customer Data retained by Quantum Workplace will remain subject to the confidentiality and disclosure obligations. Customer Data will be kept isolated from and not co-mingled with the data of other Quantum Workplace customers through logical separation using appropriately strong keys and logical separation techniques. Quantum Workplace will not use, sell, rent, transfer, distribute, or otherwise disclose or make available Customer Data for Quantum Workplace’s own purposes or for the benefit of anyone other than Customer without Customer’s prior written consent.

(c) Mutual Confidentiality.

Each party also agrees to keep confidential (i) all information identified as such by the party providing such information, and, (ii) if not so identified, all information, if given the circumstances surrounding disclosure, a reasonable person would assume the information is confidential and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own, at all times exercising at least a reasonable degree of care in the protection of confidential information.

8. Security

Quantum Workplace's technology, systems and network(s) for providing the Services will utilize generally accepted security measures in providing the Services designed to provide physical, administrative and technical safeguards to Customer Data and to secure any credentials and communication connections necessary to gain access to any data repository or system operated by or on behalf of Customer. In the event of any breach or unauthorized use of such credentials or connections Quantum Workplace shall promptly notice Customer of such breach or unauthorized use. Quantum Workplace represents and warrants that to the best of its knowledge the Services do not and will not infringe the rights of any third party, and will be provided in accordance with law, including any Federal or State privacy laws related to Customer Data.

9. Indemnification

Each party agrees to defend, indemnify, and hold harmless the other party, its affiliates, directors, officers, members, managers, agents, representatives, successors and assigns (the "Indemnified Parties") from any and all damages, expenses or liability, including without limitation, reasonable attorneys' fees and costs, of the Indemnified Parties resulting from or arising out of, any gross negligence, fraud or intentional misconduct by the other party, or from any material breach of this Agreement by the other party. Each party shall ensure that its employees and affiliates take all actions necessary to comply with the terms and conditions set forth in this Agreement.

10. Warranties; Limitation of Liability

(a) CUSTOMER ACKNOWLEDGES AND AGREES THAT QUANTUM WORKPLACE'S SOFTWARE IS LICENSED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DATA, DOCUMENTATION OR ANY OTHER INFORMATION PROVIDED BY QUANTUM WORKPLACE OR OBTAINED BY YOU FROM OR THROUGH THE SERVICES CREATES OR IMPLIES ANY WARRANTY FROM QUANTUM WORKPLACE TO YOU. (b) IN NO EVENT SHALL QUANTUM WORKPLACE BE LIABLE FOR ANY DAMAGES, INCLUDING INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF THE USE OF ITS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTIES ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. (c) A party's liability (whether arising in tort, contract or otherwise and notwithstanding any fault, negligence (whether active, passive or imputed, product liability or strict liability of a party) under this Agreement or regarding any of the products or Services rendered by the parties under this Agreement will in no event exceed the Service Fees paid under this Agreement. Provided, however, in the event any legal proceedings must be instituted by Quantum Workplace to recover the fees or other amounts due it from Customer under this Agreement, Quantum Workplace shall be entitled to recover the cost of collection.

11. Termination

(a) Quantum Workplace may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than 15 days after delivery of written notice thereof.

(b) Either party may terminate this Agreement, effective on written notice to the other party, if the other party breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.

(c) Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

12. Notices

You consent to electronic provision of all disclosures and notices from Quantum Workplace (“Notices”), including those required by law. You also agree that any electronic consent will have the same legal effect as a physical signature. You agree that Quantum Workplace can provide Notices regarding the Services to you through our website or through the dashboard via the Services, or by mailing Notices to the email or physical addresses identified in an Order Form. Notices may include notifications about your account, changes to the Services, or other information we are required to provide to you. You also agree that electronic delivery of a Notice has the same legal effect as if we provided you with a physical copy. We will consider a Notice to have been received by you within 24 hours of the time a Notice is either posted to our website or emailed to you. You will need a computer or mobile device, Internet connectivity, and an updated browser to access the Services and review the Notices provided to you. If you are having problems viewing or accessing any Notices, please contact us and we can find another means of delivery. Due to the nature of the Services, you will not be able to begin using the Services without agreeing to electronic delivery of Notices.

13. Entire Agreement

This Agreement, an Order Form and any Order Form Exhibits or Addenda contain the entire understanding and agreement between the parties respecting the subject matter hereof and supersedes all previous oral or written agreements and communications.

14. Amendment

We have the right to change or add to these terms of service at any time, solely with prospective effect, and to change, delete, discontinue, or impose conditions on use of the Services by posting such changes on our website. We will provide you with notice of any changes through the Services, via email, or through other reasonable means. If you are an existing customer of the Services, the changes will come into effect 10 days after we post the changes to our website, and your use of the Services more than 10 days after we publish any such changes on our website constitutes your acceptance of the terms of the modified Agreement. You can access a copy of the current terms of this Agreement on our website at any time. You can find out when this Agreement was last changed by checking the “Last updated” date at the top of the Agreement

15. Assignment

You may not assign this Agreement, any rights or licenses granted in this Agreement, or operation of your account to others without our prior written consent. If you wish to make such an assignment, please contact us. If we consent to the assignment, the assignee must agree to assume all of your rights and obligations owed by you related to the assignment, and must agree to comply with the terms of this Agreement. Quantum Workplace may assign this Agreement without your consent or any other restriction. If we make an assignment, we will provide reasonable notice to you.

16. Governing Law; Jurisdiction

(a) All matters relating to the Services and this Agreement and any dispute or claim arising therefrom or related thereto, shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(b) Any legal suit, action or proceeding arising out of, or related to, this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of Nebraska in each case located in the City of Omaha and County of Douglas. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

17. Force Majeure

Neither party will be liable for any delays in processing or other nonperformance caused by telecommunications, utility, failures, or equipment failures; labor strife, riots, war, or terrorist attacks; nonperformance of our vendors or suppliers, fires or acts of nature; or any other event over which the respective party has no reasonable control. However, nothing in this section will affect or excuse your liabilities or your obligation to pay Service Fees under this Agreement.

18. Enforceability and Severability

In the event that any provision of this Agreement shall be held by a court to be unenforceable or invalid for any reason, such provision shall be modified or deleted in such a manner as to make this Agreement, as modified, legal and enforceable to the fullest extent of the law. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

Privacy Policy

Last Updated: July 1, 2022

Quantum Workplace is committed to the highest standard of privacy. This includes the privacy of individuals who interact with Quantum Workplace Software (Customers, Users, Respondents, and Research Panelists as defined below) and individuals who visit Quantum Workplace's websites. This privacy policy explains how Quantum Workplace handles personal information and organization data. This policy applies to products, services, mobile or web applications, and websites operated and controlled by Quantum Workplace that link to this privacy policy, including all quantumworkplace.com sites and subdomains.

California residents may have specific rights with respect to Quantum Workplace's collection, use and disclosure of their information. To skip ahead to review those rights, [click here](#).

Quantum Workplace provides proprietary online services and software that organizations use to improve employee engagement. Customers utilize our software to collect data, information, and feedback using a variety of surveys and forms. Examples of surveys and forms include, but are not limited to, employee engagement surveys, pulse surveys, goal tracking, feedback for an individual, and public recognition of an individual.

The following definitions of commonly used terms will help you better understand this privacy policy.

Customer: This is the person or entity who has contracted with Quantum Workplace to use the Quantum Workplace Software. If you are accessing the Quantum Workplace Software, it is because the Customer has granted you access.

Employer of Choice Contest: These are regional or national contests where employers seek to be recognized as a top employer in the contest area. Employees of participating organizations are surveyed over the course of the contest. These survey results are used to determine which organizations are the top employers in the contest area. Quantum Workplace's Best Places to Work program is an example of an Employer of Choice Contest.

Research Panelist: An individual who has voluntarily opted to participate in Quantum Workplace research surveys, likely after completing an Employer of Choice Contest survey or via Quantum Workplace's Website. Quantum Workplace is the creator and administrator of all research surveys.

Respondent: Any individual who is completing a Customer survey or form using the Quantum Workplace Software.

- Many surveys and forms can be accessed by any individual the Customer chooses to invite, even if that individual does not have a User login. Some Customer surveys and forms require the Respondent also be a User in order to access the survey or form.
- Within the scope of this Privacy Policy, any individual completing a survey form shall be considered a Respondent, regardless of whether that individual is also a User.

Quantum Workplace Software:The proprietary online services and software mentioned above.

User: Any individual who can log in and access the Quantum Workplace Software on behalf of the Customer.

Visitor: Any individual who visits our Websites.

Websites: Quantum Workplace's website, www.quantumworkplace.com, and any other websites that Quantum Workplace operates that link to this privacy policy.

FOR CUSTOMERS

REGARDING USERS

Customers have complete control over which individuals are Users with access to the Customer account in the Quantum Workplace Software. When a User is created in the Quantum Workplace Software, we collect and store User information, such as name, title, email address, and password. We use this information to further our legitimate interests, including to set up User login and to allow administration and communication with the User regarding logging in, or as otherwise required by applicable law, legal process or regulation, or as necessary to prevent security issues and abuse. We may also use Users' email addresses to send updates about the Quantum Workplace Software and provide services.

Customers have complete control over the permissions a User is or is not granted when using the Quantum Workplace Software. Examples of Quantum Workplace Software permissions include, but are not limited to, creating/launching surveys and forms, viewing survey and form results, initiating a request for feedback, viewing feedback results, creating a goal, updating a goal, viewing a goal, giving recognition, and viewing recognition.

REGARDING DATA COLLECTED ON SURVEYS AND FORMS

All Customer surveys and forms and any data or information collected using Quantum Workplace Software are owned by the Customer. Customers have complete control over survey and form creation, including confidentiality configuration, invited or excluded participants, and distribution of results; it is the Customer's responsibility to disclose this information to Respondents.

We will not share, sell, rent, swap, or authorize any third party to use survey and form data, email addresses, demographic data, or other personal data for commercial purposes, except as specified in the ["THIRD PARTIES"](#) section below.

Quantum Workplace may use the data collected on Customer surveys and forms for developing new products and services features, educating the industry with aggregate findings and trends, fulfilling our contractual responsibilities to you, and as otherwise provided herein.

Quantum Workplace may aggregate Customers' Respondent data into comparative benchmarks that are presented to other Customers or third parties in an anonymized, de-identifying format. Under all circumstances, Customer data will be combined with multiple datasets, and the Customer's identity will never be revealed.

If a Customer is participating in an Employer of Choice Contest, Quantum Workplace may share participant organizations' information, in an anonymized aggregate format, with the sponsoring publication to establish honorees and awards. Results of Customers that are not an honoree will not be shared.

FOR RESPONDENTS

Customers own and control all data collected on surveys and forms in the Quantum Workplace Software. Quantum Workplace's role is to host these surveys and forms. Customers have complete control over survey and form creation, including confidentiality configuration, invited or excluded participants, and distribution of results. A Customer may choose to receive raw, identified survey and form responses to be used for a Customer's internal purposes. Receipt of such response data is subject to the respective Customer's privacy policy. Respondent questions relating to these points should be directed to the organization or User administering the survey or form (Quantum Workplace's Customer).

Quantum Workplace may use Respondent data as provided under the “[FOR CUSTOMERS](#)” section above, and as further detailed below.

WILL CUSTOMERS BE ABLE TO TIE RESPONDENT RESPONSES TO THEIR IDENTITY?

This depends on how the Customer has configured the confidentiality settings of a survey or form. As mentioned above, Respondent questions should be directed to the organization or User who provided you access (Quantum Workplace’s Customer).

In rare instances, a Respondent may threaten bodily harm to oneself or others while completing a survey or form. If this happens and the survey or form is configured to protect Respondent identities from being revealed, Customers may request Quantum Workplace reveal the Respondent identity. For the personal safety of parties involved, Quantum Workplace may elect to reveal the Respondent identity if we deem the threat severe and credible.

FOR RESEARCH PANELISTS

Quantum Workplace creates and administers all research surveys using Quantum Workplace Software. Participation is optional and Research Panelists can stop participating in these research surveys at any time. Questions about these surveys should be directed to Quantum Workplace support.

We perform these research surveys to collect data that informs our educational content pieces and external benchmarks. Some of this information is collected directly from Research Panelists on the surveys they complete, and some of this might be collected via Research Panelist visits to, or from submissions on, quantumtworkplace.com. Any demographic information collected is for benchmarking purposes and to allow our research studies to examine aggregate results by age, department, gender, etc.

We will not in any way reprint, resell, or redistribute Research Panelists’ email, demographic information, or individual survey responses to anyone.

Quantum Workplace reserves the right to publish and distribute the data we collect via research surveys in aggregate and/or anonymized. Under all circumstances, Research Panelist data and the Panelist organization’s data will be combined with multiple datasets, the data will be anonymized and neither the Research Panelist nor the Panelist organization’s identity will be revealed.

CHILDREN UNDER THE AGE OF 16

Our Website is not intended for children under the 16 years of age. No one under age 16 may provide any information to or on the Website. We do not knowingly collect personal information from children under 16. If we learn we have collected or received information from a child under 16 without verification of a parental consent, we will delete that information.

California residents under 16 years of age may have additional rights regarding the collection and sale of their personal information. Please refer to the section below entitled "[California Resident Rights](#)".

COOKIES

Quantum Workplace and its partners use cookies or similar technologies in providing Quantum Workplace Software. Cookies may be used for Users, Respondents, and Research Panelists when interacting with the software. You can prevent your browser from accepting new cookies, have the browser notify you when you receive a new cookie, or disable cookies altogether by accessing your browser's preferences menu. With respect to the use of Quantum Workplace Software, certain cookies are necessary and disabling any such cookies may result in the inability to use the Quantum Workplace Software as intended.

Quantum Workplace and its partners use cookies or similar technologies in providing the access to our Websites to analyze trends, administer the Website, track Visitors' movements within the Website, and gather demographic information about Visitors to any of Quantum Workplace's Websites. Quantum Workplace collects information regarding Visitors' use of the Website through the use of cookies.

Cookies are anonymous, unique alphanumeric identifiers sent to your browser from a Website's computers and stored on your computer. The type of information Quantum Workplace collects as a result of a cookie being stored on your computer includes: the Internet protocol (IP) address used to connect your computer to the Internet; computer and connection information such as browser type and version, operating system, and platform, and; click stream data, including date and time, cookie number and content you viewed or searched for on the Website. Quantum Workplace collects and uses, and may from time to time supply third parties with, non-personal data as anonymous, aggregated Visitor data for the purposes of site usage analysis, quality control, and improving the Website. Quantum Workplace uses temporary "session" cookies to maintain information Quantum Workplace needs to have for you to view content and browse from page to page. Quantum Workplace uses "persistent" cookies to give you a more personalized browsing experience and help you navigate the Website more efficiently. You can prevent your browser from accepting new cookies, have the browser notify you when you receive a new cookie, or disable cookies altogether by accessing your browser's preferences menu. With respect to the use of Quantum Workplace's Website, certain cookies are necessary for Quantum Workplace to operate; disabling any such cookies may result in the inability to use or access Website and may disable Website features.

THIRD PARTIES

Quantum Workplace employs other companies, software services, and individuals to perform functions on its behalf. Such third parties have access to personal data as needed to perform their functions, but may not use it for other purposes. These functions performed by third parties include:

- Hosting Quantum Workplace Software, including storing and processing data.
- Delivering and helping us track marketing and advertising content.
- Helping us manage and deliver sales and end-user support services to you.
- Facilitating delivery of Quantum Workplace Software emails.

Quantum Workplace Software and Quantum Workplace's Website may contain links to other websites that are beyond our control. You should review the privacy settings and notices in those third-party sites to understand what data may be collected and disclosed by those third-party providers. In the event you choose to access any such third-party sites, Quantum Workplace is not responsible for any actions or policies of such third parties.

Quantum Workplace may partner with third parties to manage Quantum Workplace's advertising on other sites or provide products and resources to its customers. Quantum Workplace's third-party partners may use cookies or similar technologies in order to provide you advertising based upon your browsing activities and interests. If you wish to opt out of interest-based advertising contact dataprotection@quantumworkplace.com or if located in the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, contact dataprotection@quantumworkplace.com.

Quantum Workplace will release account and other personal data when Quantum Workplace believes release is appropriate to comply with applicable laws; enforce or apply Quantum Workplace's rights hereunder; or protect the rights, property, or safety of Quantum Workplace's customers or others.

Other than as set out above, Quantum Workplace will provide you notice when your information may be shared with a third party, and you will have an opportunity to choose not to share such information.

Generally, no one is under a statutory or contractual obligation to provide any information. However, certain information is collected automatically. Additionally, if certain information is not provided by you, you may not be able to use the Quantum Workplace Software or access its Website.

COMMITMENT TO DATA SECURITY

The security and confidentiality of your information is important to Quantum Workplace. Quantum Workplace works hard to protect information you provide from loss, misuse or unauthorized access or disclosure, and follows generally accepted industry standards to protect the personal data submitted to Quantum Workplace, both during transmission and once it is received. Quantum Workplace has implemented appropriate technical and organizational measures to ensure a level of security appropriate to the risk. It is important that you protect against unauthorized access to your account information and to your computer.

Generally, information will be retained by Quantum Workplace for the duration the data collector is a client of Quantum Workplace, unless you otherwise request deletion or destruction of your information. Quantum Workplace may retain your account information for as long as your account is active or as needed to provide you services, comply with Quantum Workplace's legal obligations, resolve disputes, and enforce agreements, and thereafter, Quantum Workplace shall destroy or delete such account information. Notwithstanding the foregoing, Quantum Workplace may keep any data after the periods set forth in this section to the extent such data is anonymized.

California Resident Rights

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information; subject to exclusions from the rights granted under California law with respect to certain information governed by certain sector-specific privacy laws. In addition to the categories of collected information noted above, Quantum Workplace may collect information that identifies, relates to, describes, references, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device ("Personal Information"). Personal information does not include information that is publicly available or information that Quantum Workplace has deidentified or aggregated. In the prior 12 months, Quantum Workplace may have collected the following categories of Personal Information from its consumers:

- Various identifiers, including, name, address, online identifier, Internet Protocol address, email address, account name, or other similar identifiers.
- Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)), including, telephone number or financial information.
- Commercial information, including, records of products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- Biometric information, including, behavioral characteristics, or activity patterns used to extract a template or other identifier or identifying information.
- Internet or other similar network activity, including, browsing history, search history, information on a consumer's interaction with a website, application, or advertisement, including protocol (IP)

addresses, browser type, internet service provider (ISP), referring/exit pages, the files viewed on our Site (e.g., HTML pages, graphics, etc.), operating system, date/time stamp, and/or clickstream data in order to analyze trends in the aggregate and administer our Site.

- Geolocation data, including, physical location or movements.
- Sensory data, including, audio, electronic, visual, or similar information.
- Professional or employment-related information, including, current or past job history or performance evaluations.
- Educational information, including, transcript, student records, grades and performance, activities, school name or school ID.
- Inferences drawn from other personal information, including, profile reflecting a person's preferences, characteristics, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.
- Protected classification characteristics, including, race, color, national origin, marital status, sex, veteran or military status.
- Personal records, such as, power of attorney, family history or power of attorney.
- Information received from a government entity or other third party.

Quantum Workplace may collect the above categories of Personal Information directly from you, indirectly as you interact with our Website, from or through other third party sources, including our Customers, or through email or other electronic messages between you and our Website.

In the prior 12 months, Quantum Workplace may have disclosed the categories of Personal Information set forth above for one or more of the purposes set forth in this privacy policy, including disclosure to a service provider or other third party for a business purpose. Quantum Workplace will not collect additional categories of Personal Information or use the Personal Information we collected for materially different, unrelated, or incompatible purposes without providing you notice. Quantum Workplace may share your Personal Information with the categories of third parties identified in the section above entitled "Third Parties".

In the prior 12 months, Quantum Workplace has not sold Personal Information.

Subject to certain exceptions, California residents have the following rights regarding their personal information:

- [Access to Personal Information and Data Portability Rights](#). The right to request that Quantum Workplace disclose certain Personal Information to you about Quantum Workplace's collection, use, disclosure and sale of your Personal Information over the prior 12 month period. Once

Quantum Workplace receives and confirms your verifiable request, we will disclose to you: the categories of Personal Information collected, the sources collected from, the purpose for collection, the categories of third parties shared with, and the specific pieces of Personal Information collected about you.

- Deletion Request Rights. The right to request Quantum Workplace delete any of your Personal Information we've collected from you and retained (subject to exceptions granted under law). Once we receive and confirm your verifiable request, we will delete your Personal Information records, unless an exception applies.

To exercise a request described above, a California resident may submit a verifiable consumer request to: dataprotection@quantumworkplace.com or via our toll-free number: 1.888.415.8302. *In connection with submitting a request, you must provide the following information: name, email, phone number, address and organization(s) associated with and you must state what type of request you are making.*

Only a California resident, or someone legally authorized to act on such California resident's behalf, may make a verifiable consumer request related to his or her Personal Information. In general, Quantum Workplace has the right to require you to provide written permission granting authority to your representative and for your agent to verify its identity directly with us, and we may deny a request from your representative who does not submit proof of authorization as we request.

A California resident may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must provide sufficient information that allows Quantum Workplace to reasonably verify the requestor is the person about whom we collected Personal Information or an authorized representative and describe the request with sufficient detail that allows us to properly understand, evaluate, and respond to it. Quantum Workplace cannot respond to a request or provide Personal Information if we cannot verify the identity or authority to make the request.

Quantum Workplace will endeavor to confirm receipt of a request within 10 days following submission and provide information about how we will process the request. Quantum Workplace will endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (up to an additional 45 days), we will provide notice in writing explaining the reason for the extended time period.

Making a verifiable consumer request does not require a California resident to create an account with us. We may deliver our written response by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the request receipt date. If we deny a request, we will provide a response explaining the reasons we cannot comply with a request, if applicable.

A California resident has the right to not receive discriminatory treatment by us for the exercise of the privacy rights conferred under California law. We will not discriminate against a California resident for exercising any of his or her rights.

Do-Not-Track signals are certain consumer browser settings that request that a web application disable its tracking of an individual user. While our Website does not currently recognize Do-Not-Track signals, Quantum Workplace does not track activities that occur on websites other than our own and declining to accept cookies will ensure that online activities on our Website is not tracked.

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our Website that are California residents to request certain information regarding our disclosure of Personal Information to third parties for their direct marketing purposes. To make such a request, please send an email to hello@quantumworkplace.com.

International Data Transfers

Data protection law in certain jurisdictions differentiates between the "controller" and "processor" of information. In general, you are the controller of information submitted by you or your organization and Quantum Workplace is the processor of such information and controller of user or visitor information submitted to Quantum Workplace.

Although Quantum Workplace does not rely on the EU-US Privacy Shield as a legal basis for transfers of Personal Data in light of the judgment of the Court of Justice of the EU in Case C-311/18, for as long as Quantum Workplace is self-certified to the Privacy Shield Quantum Workplace's processes adhere to the EU-US Privacy Shield principles of Notice, Choice, Accountability for Onward Transfer, Security, Data Integrity and Purpose Limitation, Access, and Recourse, Enforcement and Liability. Quantum Workplace is also committed to cooperating with EU data protection authorities (DPAs) and complying with the advice given by such authorities with regard to human resources data transferred from the EU in the context of the employment relationship.

To view our certification and to learn more about the Department of Commerce's Privacy Shield program, visit [Privacy Shield](#). As a part of this program, we are subject to the investigatory and enforcement powers of the Federal Trade Commission and we are liable for the onward transfer of personal data to third parties in the event that we are the data controller of such personal data.

Furthermore, we are required to disclose personal data in response to lawful requests by public authorities and must meet national security requirements. Should that change in the future, we will provide individuals the option to opt-out of having their information disclosed to third parties for purposes that are materially different for which it was originally collected or subsequently authorized. The organization administrator has a right to access personal data and has the ability to correct, amend, or delete that information where it is inaccurate or has been processed in violation of the Privacy Shield principles.

In compliance with Privacy Shield, Quantum Workplace is committed to resolving complaints in a timely manner. Contact Quantum Workplace's data protection officer at dataprotection@quantumworkplace.com with questions or concerns with respect to Privacy Shield or International Data Transfer matters.

Quantum Workplace uses several safeguards with respect to the transfer of personal data originating from the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom to other countries not deemed adequate under applicable data protection law. Quantum Workplace has adopted acceptable data transfer mechanisms pursuant to the requirements of applicable international law, including the GDPR, to ensure that any handled personal data originating from the foregoing states will be protected with technical and organizational security measures sufficient to meet the legal standards of the European Union, such as the EU [standard contractual clauses](#) for data transfers.

EU RESIDENT RIGHTS

Quantum Workplace is committed to complying with the General Data Protection Regulation ("GDPR") when dealing with personal data from the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom. Effective May 25, 2018, residents of certain nations who have adopted GDPR ("EU Residents") may have certain statutory rights in relation to their personal data. Subject to any exemptions provided by law, EU Residents may have the right to request access to information, as well as to seek to update, delete or correct this information. In the event an EU Resident is a Quantum Workplace customer, upon request, Quantum Workplace will provide such EU Resident with information regarding whether Quantum Workplace holds any of his or her personal data. EU Residents may access, correct, or request deletion of their personal data by contacting Quantum Workplace at dataprotection@quantumworkplace.com. Quantum Workplace will respond to such request within a reasonable timeframe.

Quantum Workplace acknowledges that EU Residents have the right to access their portable personal data. Quantum Workplace has no direct relationship with the Users whose personal data it processes on behalf of its Customers. An EU Resident who seeks access, or who seeks to correct, amend, or delete

inaccurate data should direct their query to the organization who is a Customer within whose account such EU Resident data exists (the data controller). If requested to remove data Quantum Workplace will respond within a reasonable timeframe.

CHANGES TO THE PRIVACY POLICY AND CONTACT INFORMATION

Quantum Workplace reserves the right to amend this privacy policy at any time. When Quantum Workplace makes changes to this privacy policy, we will post the updated policy on our Website and update the policy's effective date. The continued use of our Website following the posting of changes constitutes acceptance of such changes. Individuals with inquiries or complaints regarding our Privacy Policy should first contact Quantum Workplace at hello@quantumworkplace.com. If we are unable to satisfactorily resolve any privacy or data concerns, please contact our U.S.-based third party dispute resolution provider [JAMS](#). Under certain conditions, you may have the right to invoke binding arbitration.