



Renewal Order Form

Energage, LLC.

397 Eagleview Blvd, Suite 200
Exton, PA 19341

Customer:

City of Irvine
1 Civic Center Plaza
Irvine, CA 92606
United States

Order Number: Q020331

Expiration Date: 09/09/2022

Payment Terms: Net 30

Payment Method: Credit Card

SALES REPRESENTATIVE

Name: Marissa Lende
Phone: (484) 323-6297
Email: marissa.lende@energage.com

PRIMARY CONTACT

Name: Joe Angeles
Phone: (949) 724-6716
Email: jangeles@cityofirvine.org

BILLING CONTACT

Name: Joe Angeles
Phone: (949) 724-6716
Email: jangeles@cityofirvine.org

Subscription Terms

Subscription ID: A-S00005369
Contract Term: 12
Contract Start Date: 10/22/2022
Contract End Date: 10/21/2023

Product	Product Type	Billing Frequency	Start Date	Terms (Months)	End Date	Quantity	List Price	Discount	Effective Price / Billing Period	Total Contract Term
Energage Insights - Annual Insights Subscription Fee	Recurring	Annual	10/22/2022	12	10/21/2023	1514 Employees	\$27,777.72	-1.18%	\$28,105.35	\$28,105.35
Energage Pulse - Annual Pulse Subscription Fee	Recurring	Annual	10/22/2022	12	10/21/2023	1514 Employees	\$22,265.10	49.41%	\$11,264.40	\$11,264.40

Total One-Time Charges: \$ 0.00

Total Recurring Charges: \$39,369.75

Total Investment: \$39,369.75

Notes

This Service Order is subject to the Amendment to the Agreement, Executed November 30, 2021, and attached hereto.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please Select: (Customer to Complete)

[] No

[] Yes

If yes, please complete the following:

PO Number:

PO Amount:

Fees shown above do not include any taxes that may apply at the receipt of the invoice. Reasonable and necessary business and travel expenses actually incurred by Energage, shall be reimbursed by Customer upon submission of expense reports with appropriate documentation.

Payment Terms

Customer will be invoiced for the current balance due upon acceptance of this proposal with payment due Net 30 days from date of invoice unless otherwise noted in the above order form.

Services Order Terms

This Service Order is entered into on the Contract Start Date, (the "Effective Date") between the Customer listed above ("Customer") and Energage, LLC with its principal place of business at 397 Eagleview Blvd., Suite 200, Exton, PA 19341 ("Energage"). This Service Order includes and incorporates the above Order Form, the terms as specified herein, and the General Terms found at <https://www.energage.com/terms> (together, the "Agreement"). There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

This Agreement constitutes a legally binding agreement between Energage and Customer. In the event of any conflicts between this Service Order and the Energage General Terms, this Service Order will take precedence and prevail. Terms not defined in this Service Order have the meaning indicated in the Energage General Terms. This Service Order and the Energage General Terms constitutes the entire Agreement between the Parties regarding this subject matter, and supersedes all prior agreements, representations, and understandings between the Parties regarding this subject matter unless otherwise modified in writing by the Parties under a separate subsequent amendment.

1. Auto-renewal Terms

CUSTOMER HAS ELECTED TO NOT AUTO-RENEW.

2. Multi-Year Terms

The fees set forth herein are based on the total number of Customer's employees as of the Start Date, (the "Employee Headcount") shown on the above Order Form. Such Customer employees are also referred to as Users in the Order Form. The annual Fees will not change during the first year of the initial term of the Agreement ("Year One"), unless there is an increase to the number of Users. Customer may be invoiced for additional Users added during the first year and will be invoiced at the beginning of each successive Term Year for any additional Users above the original User count for additional Services requested, with such sums being due and payable in full Net 30 days from Customer's receipt of the invoice. In the event Customer terminates the Agreement, Customer shall be responsible for immediately paying Energage any and all fees for Services purchased through duration of Agreement.

3. Service-Specific Terms

Workplace Survey

Energage provides access to the use of the Workplace Survey for survey data collection. The Customer will provide a list of employees to be surveyed with their corresponding organizational hierarchy. Workplace Survey can be issued electronically, through paper surveys, or various alternative methods approved by Energage. Customers

sending SMS survey invitations through Energage must acquire and maintain explicit phone use consent from each survey recipient. For more detail, please see energage.com/sms-terms/.

Pulse

Energage provides access to the use of Pulse for short survey data collection and survey customization. Pulse surveys can be issued electronically. Customers sending SMS survey invitations through Energage must acquire and maintain explicit phone use consent from each survey recipient. For more detail, please see energage.com/sms-terms/. Energage will provide access to the specified number of users in this Service Order, each designated by the Customer. If Customer purchases Pulse without Insights, Energage will deliver an excel file with confidential-protected data. If Customer purchases Pulse and is a subscriber of Insights, Pulse survey data will be entered into Insights for analysis. If subscription lapses, Customer will lose access to the service.

Insights

Energage provides access to the use of Insights for survey data analysis. Access will be granted through individual log-in credentials to specified number of users in this Service Order, each designated by the Customer. Designated administrators are responsible for determining access levels for each user. These terms provide access to all data from previous surveys. If subscription lapses, Customer will lose access to the service.

Complimentary Services

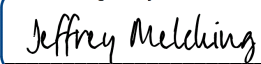
Complimentary with your subscription, Energage will provide access to our Onboarding and Support team. This service is available Monday-Friday, excluding Holidays, from 8:30AM - 8:00PM EST and includes basic product support via email, phone, and our online help center. In addition, you will receive up to 4 complimentary sessions per subscription term with a Customer Success Advisor, which can be scheduled via email and within the Energage platform. Additional support may be purchased via Professional Services and/or Premier Support.

“By signing this Order Form, you represent and certify that you are authorized to sign on behalf of your respective organization and agree to the terms and conditions of this Order and any terms referenced herein.”

Acknowledged and Agreed	
City of Irvine	Energage, LLC
Signature:  <small>DocuSigned by:</small> Name: <small>02DF32A7BE24471...</small> Brian King Title: Acting Director Date: 10/11/2022	Signature:  <small>DocuSigned by:</small> Name: <small>2AD0042F21334B6...</small> Dan Kessler Title: President and COO Date: 10/7/2022

Attest: 
DocuSigned by:
 By: 0FCAD91F02E547D...
 Carl Petersen
 City Clerk

APPROVED AS TO FORM:
 RUTAN & TUCKER, LLP


DocuSigned by:
DABE8686180C4BB...
 Jeffrey Melching

Amendment to Agreement

This amendment number 1 to the Energage LLC (“Energage”) General Terms and/or the Energage Services Order(s) (together, the “Agreement”) is between Energage and City of Irvine.

Pursuant to section 12.2 of the Energage General Terms relating to other amendments, the parties wish to amend the original agreement.

Purpose

This amendment to the Agreement is to the General Terms and the Service Order Terms.

Amended Provisions

General Terms

Section 10.1 BY CUSTOMER

Letter (d) is deleted in its entirety.

Section 11.3 LIMITATION OF LIABILITY

Paragraph is deleted in its entirety and replaced with the following language:

To the extent permitted by applicable law, the aggregate liability of either party arising out of or in connection with this Agreement will not exceed two (2) times the total amounts paid or payable by you to Energage under this Agreement during the 12 months prior to the event giving rise to the liability or claim.

Service Order Terms

Section 3. Service Specific Terms

Executive Culture Briefing is deleted in its entirety.

Manager Culture Workshop is deleted in its entirety.

Term

This amendment will become effective October 22, 2021 and will remain in effect through the term of the original Agreement, unless terminated at an earlier date pursuant to the provisions of the original Agreement or by law.

Inconsistency

If there is a conflict between this amendment and the original Agreement, the terms of this amendment will govern.

Agreement Continuance

Except as expressly modified and supplemented by this amendment, all other terms in the original Agreement remain in full effect and continue to bind the parties.

Amendments

No amendments will be effective unless it is in writing and signed by a party or its authorized representative.

Severability

If any provision contained in this amendment is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this amendment, but this amendment will be construed as if the invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this amendment to be unreasonable.

Waiver

No waiver of a breach, failure or any condition, or any right or remedy contained in or granted by the provisions of this amendment will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

Entire Agreement

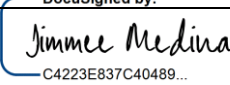
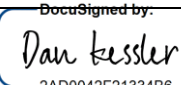
This amendment, together with the original Agreement, constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to its subject matter. All prior and contemporaneous communications, negotiations, amendments and agreements between the parties relating to the subject matter of this amendment are expressly merged into and superseded by this amendment. Except as set forth expressly in this amendment, there are no conditions precedent to this amendment's effectiveness.

Headings

The descriptive headings of the sections and subsections of this amendment are for convenience only, and do not affect this amendment's construction or interpretation.

Effectiveness

This amendment will become effective when all parties have signed it. The date this amendment is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this amendment.

Acknowledged and Agreed	
City of Irvine	Energage, LLC
Signature :  <small>C4223E837C40489...</small> Name: Jimmee Medina Title: Director of Human Resources and Innovation Date: 11/30/2021	Signature :  <small>2AD0042F21334B6...</small> Name: Dan Kessler Title: President and COO Date: 11/22/2021

Attest:

By: 
0FCAD91F02E547D...
 Carl Petersen
 City Clerk

APPROVED AS TO FORM:
 RUTAN & TUCKER, LLP


DABE868618064BB...
 Jeffrey Melching