

J. J. KELLER[®] SAFETY MANAGEMENT SUITE SERVICE ADVANCED LICENSE

COMPANY: Sauk County Administration Building ("You"/"Client") ACCOUNT #: 200786494
CONTACT NAME: Bethany Tate bethany.tate@saukcountywi.gov DATE: 8/28/2025
ADDRESS: 510 Broadway St
CITY, STATE, ZIP: Baraboo WI 53913-2448

THE J. J. KELLER[®] SAFETY MANAGEMENT SUITE ("SMS") SERVICE LICENSE FOR INDIVIDUAL USE ("INDIVIDUAL SERVICE LICENSE") IS SUBJECT TO OUR TERMS OF USE AS FOUND AT <https://www.jjkeller.com/legal/terms-conditions> WHICH ARE INCORPORATED HEREIN BY REFERENCE (THE "AGREEMENT"). This Addendum supplements the Agreement. To the extent any provisions of this Addendum are inconsistent with the Agreement, the provisions of this Addendum will prevail.

A. SMS Service Fees and Service Level: Fees to be paid to J. J. Keller & Associates, Inc. ("J. J. Keller") for SMS are based on the number of users (each a "Registered User") and Subscription Level as stated below.

Term	Subscription Levels	Enrollments	Users	Select: Fee
Start Date: 11/01/2025 End Date: 10/31/2028	Safety Management Suite Advanced Subscription <i>(All E-Learning enrollments are loaded at the beginning of your subscription)</i>	1,500	1 Users	\$11,075.00
			Additional User(s)	\$
Total Fee:				\$11,075.00 Plus, Applicable Tax

B. Payments/Cancellation: Upon execution of this Addendum, J. J. Keller will invoice Client the Fee stated above. Payment terms are net thirty (30) days from the date of invoice. Client must provide sixty (60) days' written notice of cancellation. Cancellation does not entitle Client to a refund of any prepaid fees.

C. Grant of Access: This License allows Client to have more than one Registered User. During the term of this Agreement, You will designate Your Registered Users. If You provide, or allow others to provide, personal information about Your Registered Users, You represent and warrant that You have the legal right and necessary permission to do so. You remain responsible for any information provided to us and for Your Registered Users' use of SMS, and their respective compliance with the Agreement and this Addendum.

D. Administration: Client is required to designate an SMS administrator. Your SMS Administrator may designate additional Registered Users as SMS administrator(s), as needed. All SMS administrator(s) and Registered Users are responsible for maintaining the confidentiality of their logins and passwords ("Company Credentials"), and the activity that occurs under Company Credentials. You are liable for any and all purchases made under Company Credentials, or any damages resulting from Registered Users' activities while logged into SMS. You agree to immediately notify J. J. Keller via email at safetysupport@jjkeller.com of any unauthorized use of SMS.

E. Implementation Services: J. J. Keller does not review, audit or verify Your Data for accuracy, completeness, or compliance with laws or regulations.

F. Protection of Access: J. J. Keller is not responsible for any of Your data that is lost, or any damages caused by Registered Users that were authorized to be registered by You or who were using Company Credentials. Password sharing is not allowed.

G. Audit: J. J. Keller reserves the right to remotely audit Your usage of SMS at any time to ensure compliance with the Agreement. If J. J. Keller determines any misuse or disregard of the terms of the Agreement (including exceeding the number of users allowed under Section A), J. J. Keller shall have the right to terminate Your subscription and/or seek immediate payment of any remaining fees. This includes pursuing additional legal remedies, as deemed necessary by J. J. Keller.

H. Final Agreement. Notwithstanding any terms or conditions contained in any purchase order or other document, the terms and conditions of this Agreement shall take precedence and govern in the event of any conflict or inconsistency.

Any additional or different terms in any purchase order or other document shall be deemed null and void unless expressly agreed to in writing by both Parties.

- I. ALL OTHER TERMS FOUND IN THE AGREEMENT APPLY WITH REGARD TO YOUR ACCESS TO AND USE OF SAFETY MANAGEMENT SUITE.

OFFER: J. J. Keller's offer to grant this License is extended for thirty (30) calendar days from the Offer Date stated below. This offer shall become a binding contract between You and J. J. Keller upon written acceptance by J. J. Keller at its home office in Neenah, Wisconsin, and Your signature below.

Offer Date: [8/28/2025](#) **Sales Representative:** [Sarah Van Ess Ext 4306](#)

Acceptance and Approval:

CLIENT

J. J. KELLER & ASSOCIATES, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____