



**AGREEMENT/STATEMENT OF WORK (SOW)**

**by and between**

**Ready Rebound, Inc., a Delaware company  
and the City of Everett (“Client”)**

**Dated: November 1, 2023**

**Ready Rebound *Recover***

**Introduction.** Ready Rebound, *Recover* is dedicated to creating an integrated, comprehensive, and personalized health and performance program for Client. Ready Rebound’s innovative solutions will add value to the job for Client’s employees through implementation of programs targeting job preparation and recovery as well as provide resources and initiatives that support an improved process of management and prevention of injury. Ready Rebound’s research and clinical expertise will create integrated single-source service solutions for Client that will help reduce injury-related costs, streamline the management of injury treatment and rehabilitation, and lead to the implementation of a sustainable and efficient evidence-based health, fitness, and performance programming. This innovative program will lead to the discovery of new information, knowledge, and possibly tools that provide data and outcome driven metrics to improve the quality of life for a city worker, both during his/her career and post-retirement.

**Project Description.** The strategic phases of this project will begin with an initial period of consultative assessment that will inform the development of strategic research initiatives and implementation of targeted programs and practices. Our short-term goals include (a) creating an awareness and understanding for the added value that Rebound brings to the individual employee, (b) identifying gaps in knowledge and practices that, if closed, will improve health of Client’s employees, and (c) establish an injury management system that rewards the employee and employer through efficiency, reduced costs, and reduced time lost.

**Deliverables:** Ready Rebound will provide a team of experts and professionals who are licensed as physical therapists and athletic trainers, credentialed in advanced assessment of movement and strength and conditioning, trained in cutting edge technology and software, and established educators and researchers. The Ready Rebound team will work with Client to:

1. Establish and implement a network-based system for management of the treatment of orthopedic injury. Achieving this milestone will involve:
  - a. Full Assessment and determination of best practice for implementation of the Network based on workers compensation laws, HIPAA, and practice acts in the State of Washington;
  - b. Selection of physicians (orthopedic and primary care) and physical therapists or athletic trainers for the Network;
  - c. Implementation of Ready Rebound software for current employees; and
  - d. Access to the Ready Rebound Network will be allowed for Client’s employees, current and future retired employees, and their immediate family members.
2. Development of outcome metrics. Achieving this milestone will involve:
  - a. Ready Rebound will work with the Client Representative (as identified below) to obtain data necessary to build a metric model (i.e., days lost, # of injuries, body part, injury type, dollars spent on health claims, dollars spent on “backfill”, participation in healthy initiatives); and
  - b. Develop predictive/proprietary algorithm(s) for determination of # of injuries/lost days and the cost

benefits of the collective and individual programs (such models and algorithms may require three (3) years of data in order to obtain a sample size large enough to create a valid and reliable metric).

**Implementation Timeline.** Access to Ready Rebound shall commence on January 1, 2024. Education is dependent on the City administration’s timely response to all critical deliverables, including contract signatures, sharing integration data, and supporting Ready Rebound in training of its members.

**Fees.**

Year 1. Total Fees due and payable for the Services performed during the term of January 1, 2024, to December 31, 2024, will be ***One Hundred Thirty-Three Thousand Three Hundred Seventy-Five Dollars and 00/100 Cents*** [\$133,375.00 = (\$229 x 194 police members + 181 fire members) + (\$100 x 146 transit members + 327 public works members)] payable in monthly installments with the first montly payment being due on or before January 1, 2024.

Year 2. Total Fees due and payable for the Services performed during the term of January 1, 2025, to December 31, 2025, will be ***One Hundred Thirty-Three Thousand Three Hundred Seventy-Five Dollars and 00/100 Cents*** [\$133,375.00 = (\$229 x 194 police members + 181 fire members) + (\$100 x 146 transit members + 327 public works members)] payable in monthly installments with the first montly payment being due on or before January 1, 2025.

Year 3. Total Fees due and payable for the Services performed during the term of January 1, 2026, to December 31, 2026, will be ***One Hundred Thirty-Three Thousand Three Hundred Seventy-Five Dollars and 00/100 Cents*** [\$133,375.00 = (\$229 x 194 police members + 181 fire members) + (\$100 x 146 transit members + 327 public works members)] payable in monthly installments with the first montly payment being due on or before January 1, 2026.

**All payments can be mailed to:**

Ready Rebound, Inc.  
PO Box 8282  
Carol Stream, IL 60197-8282

**Client Billing Contact:**

Name: \_\_\_\_\_ as designated by client

Email: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Terms and Conditions.** This SOW adopts and incorporates by reference Ready Rebound’s standard terms and conditions. Notwithstanding anything to the contrary contained in or incorporated into any other document executed between the parties, the terms and conditions shall apply to this SOW and any subsequent orders, agreements, or SOWs and shall govern the relationship between the parties, unless there is a specific exception to the terms and conditions outlined in such agreement.

1. Applicability. These terms and conditions of purchase (these “**Terms**“) are the only terms which govern the purchase of the services (“**Services**“) by client set forth in the Proposal (“**Client**“) from Ready Rebound, LLC (“**Service Provider**” and together with Client, the “**Parties**“, and each a “**Party**“). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the services covered hereby, these Terms shall prevail to the extent they are inconsistent with those terms and conditions. The accompanying Statement of Work, and these Terms comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

2. Services. Service Provider shall provide to Client the Services set out in one or more statements of work or proposals to be issued by Client and accepted by Service Provider (each, a “**Statement of Work**“). Additional Statements of Work shall be deemed issued and accepted only if signed by the Service Provider and the Client, appointed pursuant to Section 1 and Section 4.1, respectively.
3. Service Provider Obligations. Service Provider shall:
  - 3.1 Designate employees that it determines, in its sole discretion, to be capable of filling the following positions:
    - (a) A primary contact to act as its authorized representative with respect to all matters pertaining to these Terms (the “**Service Provider**“).
    - (b) A number of employees that it deems sufficient to perform the Services set out in each Statement of Work, (collectively, with the Service Provider, “**Provider Representatives**“).
  - 3.2 Make no changes in Provider Representatives except:
    - (a) Following notice to Client.
    - (b) Upon the resignation, termination, death or disability of an existing Provider Representative.
4. Client Obligations. Client shall:
  - 4.1 Designate one of its employees to serve as its primary contact with respect to these Terms and to act as its authorized representative with respect to matters pertaining to these Terms (the “**Client**“), with such designation to remain in force unless and until a successor Client is appointed.
  - 4.2 Require that the Client respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.
  - 4.3 Cooperate with Service Provider in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Service Provider to provide the Services.
  - 4.4 Take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Service Provider’s provision of the Services.
5. Fees and Expenses.
  - 5.1 In consideration of the provision of the Services by the Service Provider and the rights granted to Client under these Terms, Client shall pay the fees set out in the applicable Statement of Work. Unless otherwise provided in the applicable Statement of Work, said fee will be payable within thirty (30) days of receipt by the Client of an invoice from Service Provider. Client shall pay an additional percentage fee for any invoices paid by credit or debit card.
  - 5.2 Except for invoiced payments that the Client has successfully disputed, all late payments may be subject to interest rates permissible under applicable law. Client shall also reimburse Service Provider for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. In addition to all other remedies available under these Terms or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if the Client fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.
6. Limited Warranty and Limitation of Liability.
  - 6.1 Service Provider warrants that it shall perform the Services:
    - (a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and these Terms.
    - (b) Using personnel of commercially reasonable skill, experience, and
    - (c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.
  - 6.2 Service Provider’s sole and exclusive liability and Client’s sole and exclusive remedy for breach of this warranty shall be as follows:
    - (a) Service Provider shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable

time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 9.

6.3 Service provider makes no warranties except for that provided in section 6.1, above. All other warranties, express and implied, are expressly disclaimed.

7. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Client under these Terms or prepared by or on behalf of the Service Provider in the course of performing the Services (collectively, the "**Deliverables**") except for any Confidential Information of Client or Client materials shall be owned by Service Provider. Service Provider hereby grants Client a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services.

8. Confidentiality. From time to time during the Term, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), information that is treated as confidential by the Disclosing Party, including but not limited to all non-public information about its business affairs, products or services, Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" ("Confidential Information"); provided, however, that "Confidential Information" does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 8; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. During the Term and for the twelve (12) months thereafter, the Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under these Terms; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under these Terms.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 8 only, Receiving Party's Group shall mean the Receiving Party's affiliates and its or their employees, officers, members, managers, attorneys, accountants, and financial advisors.

9. Term, Termination, and Survival.

9.1 These Terms shall commence as of the date of the first Statement of Work and shall continue

thereafter for a period of three (3) years unless sooner terminated pursuant to Section 9.2 or Section 9.3 (the “Initial Term”), and shall automatically renew for additional one (1) year terms (each a “Subsequent Term” and together with the Initial Term, the “Term”), unless either Party notifies the other at least ninety (90) days prior to the expiration.

9.2 Either Party may terminate these Terms, effective upon written notice to the other Party (the “Defaulting Party”) if the Defaulting Party:

- (a) Materially breaches these Terms, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not dismissed or vacated within forty-five (45) days after filing.
- (d) Is dissolved or liquidated or takes any corporate action for such purpose.
- (e) Makes a general assignment for the benefit of creditors.
- (f) Has 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.

9.3 Notwithstanding anything to the contrary in Section 9.2(a), Service Provider may terminate these Terms before the expiration of these Terms on written notice if Client fails to pay any amount when due hereunder and such failure continues for ten (10) days after Client’s receipt of written notice of nonpayment.

9.4 Termination for Non-Appropriation. After the first full year of this Agreement, Customer may terminate this Agreement if it does not appropriate funds to continue this Agreement in a future fiscal year. To invoke termination under this Section, the Customer’s staff responsible for the management of this Agreement must use good faith efforts to secure the appropriate funds for the next year’s fees, and provide written notice of the non-appropriation 90 days before the anniversary of the Effective Date. Customer may not terminate for non-appropriation if it acquires similar products or services or requests a proposal for similar products or services.

9.5 In the event these Terms are terminated prior to the end of the Term, Client shall within ten (10) days after the effective date of termination, refund to Service Provider any costs or expenses paid by the Service Provider as of the date of termination for the Service, plus the fees for such Service up to and including the date of termination on a pro-rated basis based on the percentage of completed Services.

9.6 The rights and obligations of the Parties set forth in Section 5 and in Sections 7, 8, 9.4, 9.5, 10, 23 and 24, and any right or obligation of the Parties in these Terms which, by their nature, should survive termination or expiration of these Terms, will survive any such termination or expiration of these Terms.

## 10. Indemnification.

10.1 Service Provider shall defend, indemnify, and hold harmless Client and its officers, directors, employees, agents, successors, and permitted assigns from and against all losses arising out of or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of Service Provider or Service Provider Personnel; and
- (b) Service Provider’s breach of any representation, warranty, or obligation of Service Provider set forth in these Terms.

10.2 Client shall defend, indemnify, and hold harmless Service Provider and its officers, directors, employees, agents, successors, and permitted assigns from and against all Losses arising out of

or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the negligent or willful acts or omissions of Client; and
- (b) Client's breach of any representation, warranty, or obligation of Client in these Terms.

10.3 The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent. The indemnified party's failure to perform any obligations under this Section 10.3 shall not relieve the indemnifying party of its obligations under this Section 10.3 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

#### 11. Limitation of Liability.

11.1 In no event shall service provider be liable to client or to any third party for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not service provider has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

11.2 In no event shall service provider's aggregate liability arising out of or related to these terms, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amounts paid or payable to service provider pursuant to the applicable statement of work.

11.3 The exclusions and limitations in Sections 11.1 and 11.2 shall not apply to:

- (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 7 (Intellectual Property);
- (b) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Confidentiality);
- (c) a party's indemnification obligations under Section 10 (Indemnification);
- (d) damages or other liabilities arising out of or relating to a party's negligence, willful misconduct, or intentional acts;
- (e) death or bodily injury or damage to real or tangible personal property resulting from a party's negligent acts or omissions; and
- (f) a party's obligation to pay attorneys' fees and court costs in accordance with Section 15.

12. Entire Agreement. These Terms, including and together with any related Statements of Work, exhibits, schedules, attachments and appendices, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between these Terms and the terms and conditions of any Statement of Work, these Terms shall supersede and control.

13. Notices. All notices, requests, consents, claims, demands, waivers and other communications under these Terms (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at such address set forth in the Statement of Work, (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these

Terms, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 13.

14. Force Majeure.

14.1 No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of these Terms, when and to the extent such failure or delay is caused by or results from the following force majeure events (“**Force Majeure Events**”): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of these Terms; (f) action by any governmental authority; (g) national or regional emergency; or (h) other similar events beyond the reasonable control of the party affected by the Force Majeure Event. The affected party shall give notice within five (5) business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.

14.2 During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance.

14.3 The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause.

15. Remedies. Each Party acknowledges that a breach by a Party of Section 7 (Intellectual Property) or Section 8 (Confidentiality), may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in these Terms to the contrary. If any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to these Terms, the prevailing Party shall be entitled to recover its attorneys’ fees and court costs from the non-prevailing Party.

16. Consent for Use of Likeness. Client hereby consents to any and all uses and displays by Service Provider of the client logo, client name, and photos of mutually agreed upon training sessions and meetings in, on, or in connection with, any pictures, photographs, audio or video recordings, digital images, websites, social media, television programs, sales and marketing brochures, books, magazines, publications, and all other forms of media throughout the world (collectively, the “Materials”) created by, or at the direction of, the Service Provider at any time during or after the Term of this Agreement, for any legitimate business purposes of the Service Provider (“Permitted Uses”). Client acknowledges that Client has no right to review or approve any Materials before any Permitted Use by the Service Provider and that Provider has no liability to Client for any editing or alteration of the Materials for any Permitted Use or for any distortion or other effects resulting from Service Provider’s editing, alteration, or use of the Materials for any Permitted Use. Client hereby forever releases the Service Provider and its owners, directors, officers, employees, and agents, to the maximum extent permitted by applicable law, from any and all claims, actions, damages, losses, costs, expenses, and liability of any kind, arising under any legal or equitable theory whatsoever at any time during or after the Term of this Agreement, in connection with the Permitted Use of the Materials, including, without limitation, claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy, violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction.

17. Severability. If any term or provision of these Terms are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not

affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that if any fundamental term or provision of these Terms are invalid, illegal or unenforceable, the remainder of these Terms shall be unenforceable. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify these Terms to affect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

18. Amendments. No amendment to or modification of or rescission, termination or discharge of these Terms is effective unless it is in writing and signed by an authorized representative of each Party.

19. Waiver. No waiver by any Party of any of the provisions of these Terms shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in these Terms, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20. Assignment. Client shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under these Terms without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section 20 shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations under these Terms. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Service Provider's assets without Client's consent.

21. Successors and Assigns. These Terms are binding on and inures to the benefit of the Parties to these Terms and their respective permitted successors and permitted assigns.

22. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Client being interested only in the results thereof. The Service Provider shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in these Terms shall give the Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Client's final approval and shall be subject to the Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. No Third-Party Beneficiaries. These Terms benefit solely the Parties to these Terms and their respective permitted successors and assigns and nothing in these Terms, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

24. Choice of Law. These Terms and all related documents including all exhibits attached hereto, and all matters arising out of or relating to these Terms, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Wisconsin, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin.

25. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to these Terms, including all exhibits, schedules, attachments and appendices attached to these Terms, and all contemplated transactions, in any forum other than the United States District Court – Eastern District of Wisconsin or, if such court does not have subject matter jurisdiction, the courts of the State of Wisconsin sitting in Milwaukee County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in United States District Court – Eastern District of Wisconsin or, if such court does not have subject



matter jurisdiction, the courts of the State of Wisconsin sitting in Milwaukee County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

26. Waiver of Jury Trial. Each party acknowledges that any controversy that may arise under these terms, including exhibits, schedules, attachments, and appendices attached to these terms, is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to these terms, including any exhibits, schedules, attachments or appendices attached to these terms, or the transactions contemplated hereby.

### **Exceptions to the Terms and Conditions.**

Section 8 of the Terms and Conditions shall be modified to "Confidentiality. From time to time during the Term, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), information that is treated as confidential by the Disclosing Party, including but not limited to all non-public information about its business affairs, products or services, Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information ("Confidential Information"); provided, however, that "Confidential Information" does not include any information that:

- (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 8;
- (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information;
- (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or
- (d) was or is independently developed by Receiving Party without using any Confidential Information.
- (e) is subject to disclosure under the Washington Public Records Act;
- (f) includes these Terms/this Agreement, Statements of Work, purchase orders or other documents stating what Client pays Ready Rebound (all which may be put on Client's public website or otherwise disclosed with no notice to Ready Rebound)

During the Term and for the twelve (12) months thereafter, the Receiving Party shall:

- (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
- (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under these Terms; and
- (c) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under these Terms.

If the Receiving Party is required by applicable law or legal process (other than the Washington Public Records Act) to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

Section 10 of the Terms and Conditions is deleted.

Section 11.1 of the Terms and Conditions shall be modified to "In no event shall either party be liable to the other party or to any third party for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of

whether such damage was foreseeable and whether or not service provider has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose."

Section 11.2 of the Terms and Conditions shall be modified to "In no event shall either party's aggregate liability arising out of or related to these terms, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed an amount equal to the aggregate amounts paid or payable to Service Provider pursuant to the applicable statement of work."

Section 12 of the Terms and Conditions shall be modified to "Entire Agreement/Counterparts/Signatures. These Terms, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between these Terms and the terms and conditions of any Statement of Work, these Terms shall supersede and control. Execution and delivery of this Agreement/these Terms by a party shall be legally valid and effective through any of the following: (i) executing and delivering a paper copy, (ii) execution and/or transmittal by Adobe Sign or DocuSign or other e-signature method, or (iii) transmitting an executed copy by email in pdf format or other electronically scanned format. This Agreement/these Terms may be signed in counterparts."

Section 16 of the Terms and Conditions is deleted.

Section 24 of the Terms and Conditions shall be modified to "These Terms and all related documents including all exhibits attached hereto, and all matters arising out of or relating to these Terms, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Washington, United States of America, without giving effect to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Washington."

Section 25 of the Terms and Conditions shall be modified to "Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to these Terms, including all exhibits, schedules, attachments and appendices attached to these Terms, and all contemplated transactions, in any forum other than the United States District Court – Western District of Washington or, if such court does not have subject matter jurisdiction, the courts of the State of Washington sitting in Snohomish County, and any appellate court from any thereof. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law."

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed on the day and year of the first above written. No portion of this SOW may be reproduced, duplicated, or revealed in any manner without the prior written consent of READY REBOUND.

**READY REBOUND:**


Ready Rebound, Inc.


By: David A. Reeves  
David Reeves, Chief Executive Officer

**CLIENT:**

City of Everett,  
a Washington municipal corporation

By: [Signature]  
Name: Cassie Franklin  
Title: Mayor  
Address: 2930 Wetmore Ave  
Everett, WA 98201

 APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY

 Attest: [Signature]  
OFFICE OF THE CITY CLERK











# Ready Rebound Agreement Statement of Work 11.20.23\_SD

Final Audit Report

2023-12-12


Created:	2023-12-11
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAR4TZgFyhHdg0vgywqkjuMOxCNdGiaTHu

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-  Document created by Marista Jorve (mjorve@everettwa.gov)  
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-  Document emailed to Michael Duerr (MDuerr@everettwa.gov) for approval  
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-  Email viewed by Michael Duerr (MDuerr@everettwa.gov)  
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-  Document approved by Michael Duerr (MDuerr@everettwa.gov)  
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-  Document emailed to dreeves@readyrebound.com for signature  
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-  Email viewed by dreeves@readyrebound.com  
2023-12-12 - 0:56:44 AM GMT
-  Signer dreeves@readyrebound.com entered name at signing as David A. Reeves  
2023-12-12 - 0:57:11 AM GMT
-  Document e-signed by David A. Reeves (dreeves@readyrebound.com)  
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Approval Date: 2023-12-12 - 4:55:07 PM GMT - Time Source: server

 Agreement completed.

2023-12-12 - 4:55:07 PM GMT