



Contract Purchase Agreement 3000521

Supplier Details:

Company Workforce Software LLC
Contact Robert Glatt
Address 38705 Seven Mile Road Suite 300

Livonia, MI 48152

Submit your response to:

Company City of Roseville
Contact Joanna Oukrop
Address Purchasing Division
2075 Hilltop Circle
Roseville, CA 95747
Phone (916) 774-5745
Fax (916) 774-5736
E-mail JOukrop@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3000521

Agreement	3000521
Agreement Date	08-JUN-2020
Revision	0
Agreement Amount	1,084,456.00 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488

Fax: (916) 784-3796

Email: accountspayable@roseville.ca.us

Supplier **Workforce Software LLC**
 38705 Seven Mile Road Suite 300

Livonia, MI 48152

Phone: (951) 296-5523

Fax: ()

Email: rglatt@workforcesoftware.com

Description of Labor, equipment and/or materials
 START DATE: EXECUTED AGREEMENT
 END DATE: 5 YEARS FROM CONTRACT EXECUTION DATE

The supplier shall provide the services called for under the City of Roseville Request for Proposal (RFP) # 400-001 and Workforce Software, LLC Application Managed Services Agreement, Workforce Software Master Consulting Agreement (MCA-201903), City of Roseville Statement of Work Workforce Suite Standard Enterprise Implementation, Workforce Software SAAS Agreement (SA-201903), and Workforce Software SAAS Services Schedule (SSS-202002). The terms and scope of work of the City of Roseville RFP 400-001 and the attached supplier's documents are herein made part of this contract purchase agreement and fully incorporated by reference.

Contact Nafees Coleman in Finance at (916)774-5163 or email
 ncoleman@roseville.ca.us for questions regarding this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11480	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date		Confirm To		
Joanna Oukrop Phone 1-916-774-5745					

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

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Contract Terms and Conditions

Negotiated Terms and Conditions for Workforce Software LLC, revised 6/4/20 MC

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part. Notwithstanding the foregoing, consent is not required for an assignment of this Agreement in connection with a sale or disposition of a majority of all the assets, voting securities or equity interests of Consultant, or a reorganization, merger or similar transaction of Consultant.
4. Time is of the essence of this Agreement.
5. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement, or as permitted by the Master Consulting Agreement and SaaS Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Intentionally Omitted.
9. Intentionally Omitted.
10. Consultant agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
 - b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
 - c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional

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insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

- (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater
- d. Cancellation/Modification. Consultant shall provide ten (10) days written notice to City prior to cancellation or material modification of any insurance required by this Agreement which would make it noncompliant with this agreement.
 - e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
 - f. Intentionally Omitted.
 - g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
 - h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and sub consultants.
 - i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Subject to Section 3.4 of the SaaS Agreement and Section 9 of the Master Consulting Agreement, Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
 12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
 13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the

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event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party, except its affiliates who are providing services under the Agreement, without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.
19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.
20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.
21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.
22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty-four (24) hours after Consultant discovers such data compromise

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or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft.

23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.
24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.
25. Intentionally Omitted.
26. Intentionally Omitted.
27. Consultant agrees to defend and indemnify City if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that Consultant and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of City.

Consultant and City agree that: (a) Consultant is free from the control and direction of City in connection with the performance of the work; (b) Consultant is providing services directly to City; (c) Consultant has and will maintain at all relevant times a business license; (d) Consultant maintains a business location that is separate from City; (e) Consultant is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) Consultant actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from City; (g) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (h) Consultant provides its own tools, vehicles, and equipment to perform the services; (i) Consultant has negotiated its own rates; (j) Consultant set its own hours and location of work in accomplishing City's on-call needs; and (k) Consultant has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. _____

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

_____ Corporation

_____ **X** _____ Limited Liability Company

_____ Partnership

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_____ Sole Proprietor

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.

Information Technology T&C

REV 6/4/20 MC

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**ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES
Negotiated for Workforce Software LLC, revised 6/4/20 MC**

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence /\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 10 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction:_____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate

Design Professional:_____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate
Professional Liability:
\$2 Million/occurrence

Professional Consultant:_____

Professional Liability:
\$1 Million/occurrence

IT Services: X_____

Professional Liability:
\$1 Million/occurrence
No auto required

Hazardous Materials:_____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors:_____

No auto required
No workers' comp required

Professional Counseling/ Psychological:_____

Professional Liability:
\$1 Million/occurrence
No auto required

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Pyrotechnics: _____

General Liability:
\$5 Million/occurrence
\$10 Million aggregate
Auto - \$2 Million/occurrence

Chemical/Environmental: _____

General Liability:
\$3 Million/occurrence
\$6 Million aggregate
Pollution – \$2 Million/Occurrence
Auto - \$2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

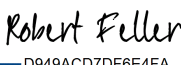
- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

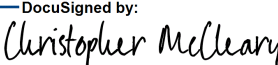
Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

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COR Signature-City Manager

Supplier	
Signature:	<div>DocuSigned by:  D949ACD7DE6E4FA</div>
Print Name:	Robert Feller
Title:	Chief Financial officer

Supplier	
Signature:	<div>DocuSigned by:  F376BAAC7A704F8...</div>
Print Name:	Christopher McCleary
Title:	General Counsel

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	Dominick Casey
Title:	City Manager



CITY OF ROSEVILLE

Application Managed Services Agreement

June 17th, 2020



WorkForce Application Managed Services Support Plan

VERSION HISTORY

Update	Description	Author
03-26-2020	Initial Version	Tyler Cloutier
04-10-2020	Contract dates updated	Tyler Cloutier
04-17-2020	Pricing updated	Tyler Cloutier
04-30-2020	FTE & pricing updated	Tyler Cloutier
06-02-2020	Confidential Information removed	Tyler Cloutier
06-05-2020	Updated contract dates	Dennis Tuttle

WorkForce Software, LLC

38705 Seven Mile Road

Suite 300

Livonia, MI 48152

www.workforcesoftware.cominfo@workforcesoftware.com

1-877-4-WFORCE

WorkForce Application Managed Services Support Plan

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WorkForce Application Managed Services Support Plan

1. Introduction

City of Roseville, herein referred to as “Customer” has selected WorkForce Software, LLC, herein referred to as “WorkForce”, to provide a Managed Services Support Plan (“MSSP”) for the Online Service under the terms of the Contract and this Exhibit for the MSSP Support Fees specified herein. The MSSP shall provide services in addition to the obligations of WorkForce under the terms of the WorkForce Time and Attendance Support Plan. A modification of the terms of this Exhibit shall not be considered a modification of the standard support obligations of WorkForce under the Contract.

This Exhibit is attached to the Master Consulting Agreement, dated 6/17/20 (the “Contract”) by and between the Customer and WorkForce.

2. Definitions

This section defines specific terms used within this document and when capitalized shall have the meaning as defined below. Terms not defined herein shall have the meaning set forth in the Contract.

- a) “Contract” means SaaS Services Agreement, dated 6/17/20.
- b) “Configuration” shall mean any changes made to the application using the Policy Editor, interface scripts and report files residing within the Policy Editor, changes to Analytics and queries used to manage items within the configuration.
- c) “Full-time Equivalent” (“FTE”) shall mean a unit that indicates the combined workload of dedicated resources. An FTE of 1.0 is equivalent to a full-time worker (estimated as 40 hours per week for 52 weeks per Plan Year) excluding designated holidays. Holidays include the observed holiday days of New Year’s Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Eve, Christmas Day, New Year’s Eve.
- d) “Incremental Services” means Services requested by Customer Sponsor in writing, not covered under the MSSP. Customer Sponsor and WorkForce are jointly responsible for ensuring that requests are within the spend authorization of the contract and its amendments. Such services are provided under the Contract.
- e) “Managed Services Support” (“MSS”) means services offered by WorkForce which provides for services defined by the Scope section of this document, and within the skillsets of FTE capacity assigned.
- f) “MSSP” means a service plan offered by WorkForce for MSS, as detailed in the Scope section below.
- g) “MSSP Support Fees” shall mean the fees for an MSSP.

WorkForce Application Managed Services Support Plan

- h) "MSSP Support Period" shall mean the period of time that Customer is covered under an MSSP.
- i) "Resource Capacity" shall mean the staffing level at which WorkForce provides Configuration Management Services Support to Customer. Contracted Resource Capacity is set forth in Levels of Service section. The Resource Capacity set forth in Section 3 (MSSP Service Descriptions) below shall not be exceeded except as set forth in Section 3a and 3b below (Service Conditions).
- j) "WorkForce Time and Attendance Support Plan" means SaaS Services Agreement, dated 6/17/20.

3. Levels of Service

MSSP Service Descriptions

Service	Description
Configuration Support & Expertise	Support of Customer requirements and configuration as defined in the Configuration Support and Expertise Activities Scope (Section 4.2)
Configuration Management & Consulting	Modification or enhancement of Online Service configuration as defined in Configuration Management Activities Scope (Section 4.3)
Availability	Access to the Managed Service team Monday through Friday, excluding holidays ("Business Days") between 9:00 am and 6:00 pm Eastern Time ("Business Hours")
Resource Capacity	Configuration Management Service Support is subject to a total capacity constraint ("Resource Capacity") of 0.71 FTE.
Response Time	Response time is within 24 Business Hours for tickets submitted through the approved process
Time to Complete	<p>Configuration Management: Draft requirements document and delivery plan typically provided within four Business Days if the total effort is estimated to be eighty hours or less. For more complex requests, WorkForce will provide an estimated delivery date within four days.</p> <p>Timeline for request to be developed and deployed will be mutually agreed upon by the MSS team and Customer.</p>

WorkForce Application Managed Services Support Plan

Service	Description
Authorized MSS Contacts	Up to two (2) Customer individuals authorized to request and approve work performed under the MSSP.
Request Management	Requests will be submitted using the WorkForce support system, currently Salesforce Service Cloud.
Reporting	WorkForce will provide a monthly Resource Capacity report which includes the FTE capacity utilized during the month.

3.1. Service Conditions

- a) Should the Configuration Management Services effort (actual plus planned) exceed Resource Capacity, 1) delivery timelines shall be extended to bring the effort to within Resource Capacity, 2) work in excess of the Resource Capacity must be requested by Customer Sponsor in writing and be within the contractual authority spending limits of the contract and its amendments to be considered Incremental Services, , or 3) the MSSP shall be amended to adjust Resource Capacity with fees commensurate to such adjustment.
- b) MSS resources can be allocated to separately contracted projects at the discretion of Customer up to the total Resource Capacity.
- c) To avoid a disruption in the MSS, Customer must pay the MSSP Support Fees in accordance with the Fees and Schedule section below.
- d) MSSP Support Fees are non-refundable and the MSSP may not be altered without an amendment to this Exhibit. Notwithstanding anything contained within the Contract to the contrary, this Applications Managed Services Agreement may only be terminated due to a material breach by either party which, after written notice, is not cured within thirty (30) days.
- e) All requests made of the MSSP Team will be delivered using the Request Management Process defined in this document in Section 8. All completed requests provided by WorkForce to Customer will be tested by Customer for completeness and acceptance as defined by the Acceptance Management Process defined in Section 7.
- f) All travel approved by Customer will be invoiced monthly according to the terms and conditions of the Contract in addition to the MSSP Support Fees payable under this Exhibit.
- g) WorkForce approved non-U.S. based resources are allowed to work on the MSSP activities identified in Section 4. Responsibility for protecting the Customer's data resides with WorkForce.

WorkForce Application Managed Services Support Plan

4. Scope

This section details the complete scope of services to be provided by WorkForce resources under the MSSP. Work requested by Customer and performed by WorkForce resources that meets this Scope definition is considered work performed under this Exhibit. Any work requested by Customer that is outside of the Scope can only be performed under the terms of this Exhibit through a corresponding Change Order.

4.1. Out of Scope

The following activities are specifically excluded from the scope of this MSSP; this list is provided for clarity and is not all-inclusive of out-of-scope activities:

- Any Individual request for Configuration Management Services that requires effort exceeding 1 month of the Resource Capacity
- Implementation of additional WorkForce product modules
- Specialized skills that are not listed in Section 6: WorkForce Roles & Responsibilities (e.g. Senior Project Managers, Database Administrators, Network Administrators, Performance Tuning Experts.)
- Support outside of Business Hours, except for work at mutually agreed times

4.2. Configuration Support and Expertise Scope

Upon request by Customer, WorkForce resources will perform the following subject matter expertise:

- Core team of Workforce staff who will be familiar with Customer's configuration to answer questions and provide recommendations
- Up to twice weekly 1:1 structured reviews of any planned or current configuration changes. This includes reviewing and offering feedback on the proposed system design and on the actual configuration once it is completed.
- Best practice recommendations for managing system environments and how configuration changes should be managed and promoted through each of the environments
- Best practice recommendations for project planning, requirements gathering, testing and deployment for any future or current projects.

4.3. Configuration Management and Consulting Activities

Scope

Upon request by Customer, WorkForce resources will perform the following:

Consulting

- Provide consulting by dedicated resource(s) related to WorkForce and industry best practices and trends related to configuration changes, strategic initiatives, and new releases.
- Summarize and reporting findings and analysis to enable well-informed decision making.
- Provide design services with support of HR and Product experts to review options and discuss pros and cons of making these changes. Consultation with the WorkForce Software Director of Compliance shall not constitute legal advice or the provision of legal services.
- Coordinate releases of client specific configuration, ad hoc changes, and post-upgrade enhancements based upon customer's desired cadence schedule.
- Make recommendations on process changes that will enable efficient and intended use of the application.
- Provide guidance on environmental management and design as requested.

Business Analysis

- Facilitate the implementation workforce management best practices and standards.
- Partner with customer teams during configuration and testing in order to create a specialized deployment plan.
- Identify application or process changes that will improve efficiencies.
- Identify modifications needed in existing configuration to meeting changing customer requirements.
- Analyze gaps or conflicting requirements and provide guidance or solutions on how rules work together.
- Serve as a subject matter expert to provide system recommendations or troubleshooting guidance.
- Provide insight on Human Resources and compliance related interpretations and best practices.
- Create detailed work plans to identify and sequence activities needed to successfully complete requested work.
- Support client testing phase with responsiveness and detailed follow through on issues and changes in a professional and timely manner.
- Define high-level data requirements based upon requests for changes.
- Develop requirements and design documentation for approval and acceptance, offering alternative solutions when applicable.

WorkForce Application Managed Services Support Plan

- Document standards and best practices for Design, Configuration and Testing. Documents will be stored/provided on a SharePoint location provided by Customer.

Configuration Management

- Complete configuration changes in the customer's development environment.
- Ensure configuration best practices are being utilized.
- Document and manage configuration migrations through the environment life-cycle (Test, Production).

Program Management

- Coordinate WorkForce resources across multiple work streams.
- Manage team specializing in complex configuration and support.
- Manage team effectiveness driving change as needed to provide continuous service improvement.
- Encourage open communication between team members to identify opportunities to deliver a more effective service.
- Achieve consistent customer satisfaction rating and ensure timely responses to feedback on areas of improvement.
- Ensure quality, timely and budgeted completion of deliverables.

Product Expertise

- Configuration of the WorkForce product suite, including WorkForce Time and Attendance, Advanced Scheduler, Absence Compliance Tracker, Analytics, Fatigue Management, Forecasting and Scheduling, and Data Collection Terminals to support new customer requirements.
- Identify opportunities to reduce the number of interfaces, promote reusable objects, and enable application scalability and high performance, as practical.
- Performing configuration and scheduling tuning to improve the efficiency and reliability of program and minimize ongoing maintenance requirements.

MSS Administration

- Quarterly performance review/recommendations.
- Creation of supplemental documentation regarding the system processes, configuration and security.
- Monitoring, tracking, and reporting status.
- Securing necessary approval of all changes based upon the Request Management Process.
- Compiling and proactively managing issues lists.

WorkForce Application Managed Services Support Plan

5. Start-up Activities

The first 30 business days of the MSSP will consist of on-boarding activities so both the customer and WorkForce teams have the appropriate processes and documentation in place to be successful. The start-up activities will consist, but not limited to, the following:

- Introduction of team members, roles and responsibilities
- Setup Project Documentation Repository
- Review Work Request Process and Tools
- Setup Communication and Governance plan (e.g. meeting cadence, status updates)
- Provide access to any applicable systems needed to support the MSSP
- WorkForce team knowledge sharing with the managed services team

Business Analyst & configuration activities will not start until after the start-up activities are completed.

6. Services Locations and Environments

WorkForce resources will perform onsite if requested by Customer for mutually agreeable dates and work and travel expenses approved in writing by Customer's sponsor.

The services performed under this Exhibit will be performed on the systems identified in the Contract provided by and hosted by WorkForce.

7. Roles and Responsibilities

7.1. Customer Roles and Responsibilities

Customer is solely responsible to ensure Customer Systems and data in Customer systems that provide information to WorkForce Time and Attendance or receive information from WorkForce Time and Attendance operate properly. The support provisions of this Exhibit do not apply to Related Systems or problems in the Online Service caused by Related Systems, regardless of who provided, installed, or distributed such. Should WorkForce identify that the root cause of a problem is caused by problems in Related System it shall notify Customer.

Customer is required to provide support to the WorkForce team in order for WorkForce to meet our obligations under this Exhibit. The following resources/roles are required to be provided by Customer.

Role(s)	Responsibilities
Sponsor	This individual will champion MSS for Customer and will have the ability and authority to deploy Customer resources (directly or indirectly) as necessary to fulfill Customer obligations necessary for successful completion of MSS. The Sponsor serves as the point of escalation to address any issues, risks, approvals (financial as well as directional), and other related items that may occur throughout the delivery of MSS and is expected to provide guidance and support to the WorkForce and Customer teams.
Application Manager	This person has overall responsibility for service delivery for Customer and carries out the day-to-day assignment of duties to Customer staff as necessary. The Application Manager has the responsibility and authority to make decisions, resolve issues, and engage staff as required. The Application Manager keeps both WorkForce Software and Customer Sponsors aware of the decisions, commitments, and status of the service in a timely and efficient manner.
Functional Analysts and Subject Matter Experts	Share knowledge of current and required policies and procedures; engages in any requirement gathering activities and performs in-depth reviews of all interim and final deliverables; provides the expertise necessary to create the necessary test plans, and conducts testing, validation, and acceptance of any changes to the Online Service. This role is also responsible for test plan creation, development, execution and delivery to WorkForce Software, and coordination and completion of testing activities.

WorkForce Application Managed Services Support Plan

Role(s)	Responsibilities
IT Systems Experts	These individuals are responsible for addressing any issues related to Customer owned and operated IT systems that impact the Online Service. These individuals are responsible for data, configuration, and system administration activities of these systems. They administer and monitor WorkForce Time and Attendance on behalf of Customer and work directly with the WorkForce team. They are conversant not only with the business practices and policies, but with the technologies required to support the application.
Technical Staff	Infrastructure Specialists - These individuals are the primary resources representing Customer's systems infrastructure. They serve as an interface point to other information systems that may be impacted. They provide support in the form of hardware and/or software installation and configuration, database administration, data preparation, communications and network support. These resources provide direction on network infrastructure and time clock installation. Additional resources may be required to analyze, develop, test, and support Customer interfaces to the Online Service.
Training and Change Management Staff	Creates and delivers end user training, creates internal marketing collateral, and works to achieve "buy-in" for the project among end users.

WorkForce Application Managed Services Support Plan

7.2. WorkForce Roles and Responsibilities

WorkForce shall support the Online Service under the terms of the WorkForce Time and Attendance Support Plan. However, any changes required to the configuration are maintained and supported through the terms of this Exhibit. If a configuration performed under the MSSP does not work properly in future product releases, this will be a support issue and will be resolved through the support and escalation process as described in the Software and any applicable DCT Support Plan.

WorkForce will provide resources to support the following roles at various points.

Role(s)	Responsibilities
Managed Services Manager	Responsible and accountable for the execution of the work performed under the MSSP. Primary contact for all MSS activities. Coordinates and manages the activities of the WorkForce MSS Team and measures, tracks, and evaluates progress against plans.
Functional Consultant	Works closely with the team to analyze and document requirements, demonstrate and clarify system functionality, provide WorkForce expertise, and recommend best practices and business process improvements.
Technical Consultant	Designs, configures and unit tests the application in accordance with the documented requirements and provides configuration support.
Quality Assurance Tester	The Quality Assurance tester executes test cases against the software configuration prior to delivery.
Integration Architect/Engineer	Defines and develops system interfaces to support integration with external systems, provides technical assistance necessary throughout the assignments.
Data Collection Engineer	Configures and test the WorkForce Data Collection Terminal in accordance with the documented requirements.
Reports Developer	Develops and tests customized reports and extends the analytics universe in accordance with the documented requirements
Training Consultant	Develops standard training materials based on requirements.

WorkForce Application Managed Services Support Plan

8. Acceptance Management

This section defines the formal Acceptance process that will be followed throughout the service. Acceptance of a work request by Customer indicates that WorkForce has provided the service according to the accepted requirements and design documented by written approval of Customer Authorized MSS contact.

Acceptance of services under this Exhibit are the responsibility of Customer's Authorized MSS Contact.

Completed services will be communicated by WorkForce in monthly Status Reports. If Customer reasonably determines that a service is incomplete, or otherwise materially unacceptable, Customer will document all deficiencies and communicate them to WorkForce within thirty calendar days of receipt of the weekly Status Report. WorkForce will address all the deficiencies documented, or mutually agree with Customer to alternative actions.

9. Fees and Schedule

The MSSP and associated obligations identified herein commence on the August 1st, 2020 and terminate July 31st, 2022. The MSSP Support Fees are invoiced prior to service delivery in four quarterly payments as identified in the table below and are due per the terms of the Contract.

In the event of a termination of services Customer shall be billed on a time and materials basis at the hourly rate for Services (Resource Capacity/MSSP Yearly Amount) performed on any Customer approved activity beyond the capacity already paid. Such time and materials rate shall be charged to the date of termination at the rate of \$175.

Initial Two-Year Period

Year	MSSP Support Period	Amount	Payment Due Dates
Year 1	August 1, 2020 – July 31, 2021	\$218,348	August 1 st : \$54,587 November 1 st : \$54,587 February 1 st : \$54,587 May 1 st : \$54,587
Year 2	August 1, 2021 – July 31, 2022	\$218,348	August 1 st : \$54,587 November 1 st : \$54,587 February 1 st : \$54,587 May 1 st : \$54,587
	Total	\$436,696	

WorkForce Application Managed Services Support Plan

Renewal

This Schedule shall automatically renew for additional one (1) year periods unless either party provides a written notice of termination to the other party at least sixty (60) days prior to the end of the then current term. The pricing during any such renewal term shall increase by Consumer Price Index (CPI) per year over the prices in effect in the immediately prior term.

Incremental Services Fees

The Annual Fee in the tables above include a base Resource Capacity of 0.71 FTE, except as defined in the ramp-up period under Resource Capacity in Section 3 herein. This is the minimum Resource Capacity for which Customer is committed throughout the initial three-two period.

With a minimum sixty (60) day written notice, Customer may increase or decrease the Resource Capacity in increments of 0.25 FTE per-calendar quarter with a maximum increase or decrease 0.25 FTE per quarter, provided that Customer may never reduce below the base Resource Capacity of 0.71 FTE. The quarterly fee for each increment of 0.25 FTE is \$20,500. Incremental fees will be invoiced upon receipt of the written notice by WorkForce with payment terms per the Contract. Fees will continue to be invoiced quarterly until Customer provides notice to decrease the Resource Capacity.

10. Approvals

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

City of Roseville

Date: _____

Signature: _____

Printed Name: _____

Title: _____

WorkForce Software, LLC

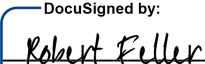
Date: Jun-09-2020

Signature: _____

Printed Name: _____

Title: _____

DocuSigned by:



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Robert Feller

Chief Financial Officer



WORKFORCE SOFTWARE MASTER CONSULTING AGREEMENT

This Master Consulting Agreement (the "Agreement") is entered into between WorkForce Software, LLC having offices at 38705 Seven Mile Road, Suite 300, Livonia, Michigan 48152 ("WFS") and the following described "Customer".

Customer Name: City of Roseville

Address: 311 Vernon Street

Roseville, CA 95678

1. Definitions

- 1.1. "Acceptance" shall have the meaning specified in the applicable Statement of Work (the "SOW").
- 1.2. "Affiliate" means any direct and indirect holding company or subsidiary company of the relevant entity.
- 1.3. "Confidential Information" shall include, but shall not be limited to, the Deliverables, the Training Materials, the terms of this Agreement (including pricing), the administrative portions used to set up any software, benchmarks, statistics or information on the capabilities of any Deliverable, financial information, business plans and any non-public information of WFS or Customer relating to its business activities, financial affairs, technology, marketing or sales plans that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party as confidential, because of (i) legends or other markings, (ii) the circumstances of disclosure, or (iii) the nature of the information itself, to be proprietary and confidential to the disclosing party.
- 1.4. "Configuration Package" shall mean software and related deliverables configured according to the Specifications.
- 1.5. "Deliverables" means any materials produced or provided to Customer by WFS under a SOW, including but not limited to project plans, software, configurations, documentation, status reports, or other items requested by Customer under this Agreement.
- 1.6. "Effective Date" means the Effective Date listed on the first executed SOW.
- 1.7. "Force Majeure" shall mean any event outside of the control of WFS, such as, but not limited to, a natural disaster, fire or extended power or an electrical, which temporarily or permanently affects or prevents performance under this Agreement.
- 1.8. "Intellectual Property Right" means copyrights, trademarks, service marks, trade secrets, patents, and other intellectual property rights or portion thereof, regardless of whether registered.
- 1.9. "Global Services" means all work performed on behalf of Customer by WFS, pursuant to this Agreement and under a SOW.
- 1.10. "Specifications" means the approved Business Requirements and Solutions Design Documents for Deliverables provided as defined in the applicable SOW, if any. These Specifications, once approved

WORKFORCE SOFTWARE MASTER CONSULTING AGREEMENT

by the Customer, supersede any prior communications, demonstrations or other related documents pertaining to the scope of the project.

- 1.11. "Statement of Work" or "SOW" means one or more written orders for Global Services and Deliverables to be provided by WFS to Customer.
- 1.12. "Training Materials" shall mean the instructor guide(s), student guide(s), job aids and/or tutorials developed by WFS for one or more WFS products.

2. Service Fees and Expenses

Unless indicated otherwise in a SOW, Customer shall pay for Global Services delivered and travel time on a time and materials basis to WFS or its designated representative, plus applicable taxes. Customer shall also reimburse WFS for travel expenses (including a per-diem fee for food and miscellaneous items at government approved rates), express delivery, and extraordinary phone expenses all without markup. WFS shall use the lowest cost travel method and itinerary, consistent with industry standards, when considering both the cost of the itinerary, travel convenience, and the consultants' billing rates. Fees are in US Dollars unless specified otherwise in the SOW. Customers located outside the United States shall pay all invoices via electronic transfer. All invoices submitted shall be due Net 30. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount when due and submit written notice of the disputed amount (with details of the nature of the dispute and the invoice(s) disputed) within thirty (30) days of receipt of the invoice. WFS may assess interest at the rate of 1.5% per month or the maximum allowed by law on balances not paid when due. Customer shall pay all costs incurred in the collection of charges due and payable, including reasonable attorney fees, whether or not suit is instituted.

3. Training Materials and Deliverables

WFS shall own all rights and interest in: (i) the Training Materials, and (ii) the Deliverables which incorporate any pre-existing WFS materials. Customer is granted royalty free, perpetual, worldwide rights to use such Training Materials and Deliverables upon full payment of all fees and expenses due under this Agreement. Customer may not copy or reproduce the Training Materials except as required for its internal training purposes for authorized users. Customer may not transmit, distribute or disclose the Training Materials to any third party, unless agreed to in writing by WFS. Customer's license to use the Training Materials is granted solely for the purpose of permitting Customer to train authorized users and no other use of the Training Material is permitted.

4. Independent Contractor Status

WFS and Customer (the "Parties") shall, for all purposes hereunder, be considered independent contractors. This Agreement is not intended in any manner to create the relationship of principal and agent between the Parties, nor shall this Agreement be deemed to establish a partnership or joint venture. Neither party shall have the power, expressed or implied, to obligate or bind the other in any manner whatsoever. Each party shall be solely responsible for compensating its own employees, including the payment of employment related taxes and shall maintain its own worker's compensation and general liability insurance.

5. Agreement Not to Hire

Neither party shall hire (either as an employee, an independent contractor, or contractor through a third party) any current or former employee or contractor of the other party for a period of twelve (12) months from the termination of their employment with the other party. If a party should breach this Section 5, it shall be liable to the non-breaching party for an amount equal to the annual salary previously due to the employee, independent contractor, or contractor from the non-breaching party.

6. Confidentiality

WORKFORCE SOFTWARE MASTER CONSULTING AGREEMENT

- 6.1. Except as required under the terms and conditions of this Agreement, neither party shall disclose or use the Confidential Information. Notwithstanding the foregoing, Confidential Information may be disclosed to those employees, contractors, legal or financial consultants and auditors of the recipient and its Affiliates who need to know such Confidential Information in connection with the recipient's performance of its rights and obligations under the Agreement or in the normal course of its business. All such parties shall be bound by confidentiality terms no less stringent than the terms contained herein. Each party shall protect such Confidential Information with no less care than it would exercise to protect its own confidential information of a like nature, and in all cases, at least a reasonable degree of care.
- 6.2. Breach of the confidentiality obligations in this Section 6 may cause irreparable damage to the disclosing party. Therefore, in addition to all other remedies available at law or in equity, each party shall have the right to seek equitable and injunctive relief for such breach. In addition, each party hereunder shall be liable under this Agreement to the other in the event of any breach of this article by its Affiliates, its Affiliates' employees, or its Affiliates' contractors or legal and financial consultants and auditors.
- 6.3. Notwithstanding anything else in this Agreement, either party may disclose Confidential Information in accordance with a judicial or other governmental order, provided that the recipient either (i) gives the disclosing party reasonable notice prior to such disclosure to allow the disclosing party a reasonable opportunity to seek a protective order or equivalent and (ii) provides all reasonable assistance in the disclosing party's efforts to obtain such protective order. Furthermore, either party may disclose this Agreement and its terms to the extent required by the rules of a stock exchange/trading system on which that party's securities are listed, quoted, and/or traded. Each party may reference the other in their published customer or vendor lists.
- 6.4. The non-disclosure obligations herein shall continue after the termination of this Agreement. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties. All Customer data to which WFS has access to under this Agreement, as between WFS and Customer, is Customer's Confidential Information and will remain the property of Customer.

7. Limitation of Liability

- 7.1. In no event shall either party be liable for any loss of profits, loss of use, loss of data, interruption of business or indirect, special, damage to goodwill, damage to or replacement of equipment and property and any cost of recovering all such aforementioned losses and damages, incidental or consequential damages of any kind in connection with or arising out of the furnishing, performance or use of the Deliverables, Global Services or other services acquired from WFS on any theory of liability, including whether alleged as a breach of contract or any tortious conduct. The limitations of liability specified in this paragraph shall apply regardless of the cause or circumstances giving rise to such losses or damages, including without limitation, whether the other party has been advised of the possibility of damages, the damages are foreseeable, or the alleged breach or default is a fundamental breach or breach of a fundamental term.
- 7.2. WFS's liability hereunder for damages shall not, in any event, exceed 1.5 times the amounts paid by Customer to WFS for the Global Services or Deliverables under the SOW in which the claim arose. Customer's liability hereunder for damages shall not in any event, exceed the amounts due or payable by Customer to WFS. The limitations specified in this Section shall not apply for a breach of the non-disclosure provisions of Section 6, the indemnification provisions of Section 8, or any death,

WORKFORCE SOFTWARE MASTER CONSULTING AGREEMENT

personal injury, or damage to tangible property caused solely by the negligence or willful misconduct of WFS staff while on-site at Customer's locations.

8. Indemnifications

- 8.1. WFS shall, at its expense, indemnify, defend and hold Customer harmless from and against any third-party claim that an unmodified Deliverable infringes an Intellectual Property Right; provided, however, that (a) Customer promptly notifies WFS of any such claim, (b) permits WFS to defend with counsel of its own choice, and (c) Customer gives WFS reasonable information and assistance in the defense thereof. In no event shall Customer settle any such claim without the written consent of WFS. If a Deliverable infringes an Intellectual Property Right, WFS shall, at its expense and election either (i) procure the right for Customer to continue using the Deliverable, (ii) replace the Deliverable with a functionally equivalent non-infringing product, (iii) modify the Deliverable so that it is non-infringing, or (iv) refund the fees paid to WFS for the Deliverable. The foregoing constitutes the entire liability of WFS and sole remedy of Customer with respect to any claims or actions based in whole or in part upon infringement or violation of an Intellectual Property Right of any third party.
- 8.2. WFS shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (i) the modification of any Deliverable by anyone other than WFS; or (ii) use of the Deliverables in conjunction with any data, equipment, service or software not provided by WFS, where the Deliverable would not otherwise itself be infringing or the subject of the claim.

9. Customer Responsibilities.

Customer understands and acknowledges that WFS is not engaged in rendering legal, accounting, tax or other professional advice either as a service or through the Deliverables and it is not relying on WFS for any advice or guidance regarding laws and regulations. To the extent permitted by law, Customer shall indemnify and hold WFS harmless from claims and demands of Customer's employees or former employees arising from the use of the Deliverables.

10. General Provisions

- 10.1. Neither party shall incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, where such delay or failure is caused, in whole or in part, by a Force Majeure event. If a party asserts a Force Majeure event for failure to perform the its obligations, then the asserting party shall notify the other party of the event and take commercially reasonable steps to minimize the delay or damages caused by the Force Majeure event.
- 10.2. Any notice to be sent relating to this Agreement shall be in writing and mailed to the other party by certified mail, return receipt requested. This Agreement contains the entire agreement of the parties with respect to its subject matter, and there are no promises, conditions, representations or warranties except as expressly set forth herein. This Agreement may be modified or amended only by written instrument executed by both parties. This Agreement has been the subject of arm's length negotiations and shall be construed as though drafted equally by both parties. No terms, provisions or conditions of any purchase order or invoices that either party may use in connection with this Agreement shall have any effect on the rights, duties or obligations of either party.
- 10.3. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express

WORKFORCE SOFTWARE MASTER CONSULTING AGREEMENT

or implied, shall not constitute a consent to or waiver of any different or subsequent breach. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected. The headings and titles in this Agreement are for convenience only and shall have no meaning on the terms of this Agreement. Consent is not required for an assignment of this Agreement in connection with a sale or other disposition of a majority of all the assets, voting securities or equity interests of WFS, or a reorganization, merger or similar transaction of WFS. This Agreement binds and enures to the benefit of the parties hereto and their respective successors and permitted assigns. The parties agree that facsimile counterpart signatures are acceptable.

- 10.4. Except for actions based upon breach of the terms of Section 6.1, no action arising out of any claimed breach of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. Each party shall be liable for breaches of its Affiliates and contractors under this Agreement. Any dispute under or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the courts of Wayne County, Michigan, and shall be governed by and interpreted in accordance with Michigan law, regardless of choice of law provisions.
- 10.5. WFS SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES AS TO THE GLOBAL SERVICES, DELIVERABLES AND ANY OTHER MATTER WHATSOEVER. IN PARTICULAR, BUT WITHOUT LIMITATION, WFS SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ANY OTHER WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WFS DOES NOT WARRANT OR REPRESENT THAT THE DELIVERABLES OR ANY PORTION THEREOF WILL BE ERROR FREE OR THAT WFS WILL CORRECT ALL ERRORS. NO LANGUAGE IN ANY APPLICABLE SOW SHALL SUPERSEDE THE WARRANTY DISCLAIMERS HEREIN.

11. Termination

Either party may terminate this Agreement upon thirty (30) days written notice to the other party, except that WFS may not terminate this Agreement if Customer is not in breach of this Agreement and a SOW is uncompleted. Customer is responsible for payment for work performed prior to termination, including if applicable, payment on a time and materials basis for any agreed upon services or Deliverables for which WFS has not yet been paid. Notwithstanding anything contained herein to the contrary, in the event of the termination of Global Services under a fixed-fee SOW, Customer shall be billed on a time and materials basis at the then current rates for Global Services for unpaid work performed on any milestone for which Customer has not given written sign-off. Such time and materials rate shall be charged to the date of termination.

12. Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 13 shall survive the termination of this Agreement.

13. EACH PARTY ACKNOWLEDGES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL BARGAINED FOR BASES OF THIS AGREEMENT AND THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

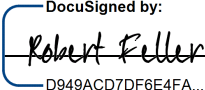
WORKFORCE SOFTWARE MASTER CONSULTING AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CUSTOMER

Date: _____
Signature: _____
Printed Name: _____
Title: _____

WORKFORCE SOFTWARE, LLC

Date: Jun-09-2020
Signature: 
Printed Name: Robert Feller
Title: Chief Financial officer



CITY OF ROSEVILLE

Statement of Work

WorkForce Suite Standard Enterprise
Implementation

WorkForce Time

WorkForce ACT

WorkForce Advanced Scheduler



Version History

Date	Description	Author
3/19/2020	Initial Version	Josh Klein
2020.03.30	Updates after scope validation call with Roseville	Sam Terhaar
2020.04.14	Updates after SOW review with Roseville	Sam Terhaar
2020.04.30	Accepting all changes since last SOW review. Then updating SOW with most recent feedback.	Sam Terhaar
2020.06.02	Removed Confidential Information	Alan Kleinke



38705 Seven Mile Road
Suite 300
Livonia, MI 48152

www.workforcesoftware.com

info@workforce
1-877-4-WFORCE





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1 Summary

This Statement of Work (“SOW”) specifies the agreement between WorkForce Software, LLC (“WorkForce”) and City of Roseville (“Customer”). Customer has selected the WorkForce Time Standard Enterprise implementation to support the following workforce management initiatives:

- Improve accuracy of payments to employees
- Automate accurate capture of employee time
- Provide self-service features to employees
- Enable web-based workflow for time off requests and submission/approval of time
- Integrate with HR, payroll, and other corporate systems
- Effectively schedule, monitor, and approve employee work time and absence time to improve payroll accuracy and reduce labor expenses

1.1 Product Scope

WorkForce provides a workforce management solution that supports multiple data collection options, configurable online workflow, flexible and powerful calculations, and robust integration capabilities.

WorkForce Suite consists of multiple product components, of which the following are in scope for this SOW:

- **WorkForce Time (“T&A”)**: T&A is a component of WorkForce Time that is designed to automate and standardize the time collection and approval processes
- **WorkForce Advanced Scheduler (“AS”)**: AS is a component of WorkForce Time that is designed to handle repeatable and automated employee scheduling.
- **WorkForce Absence Compliance Tracker (“ACT”)**: ACT is a component of WorkForce Time that is designed to automate approval workflows and eligibility analysis for state, federal, and provincial level leave regulation for the USA and Canada.

During the sales process, specific functionality may have been discussed, demonstrated, and reviewed with the Customer, not all of which is included in scope for this project. Only the features and functionality documented in this SOW are included in this project. Anything not explicitly described in this SOW is out of scope.

The following product components are available, but are not currently licensed or included in scope for this SOW:

- **WorkForce Forecasting and Scheduling (“F&S”)**: F&S helps customers to forecast variable demand, manage employee schedules by addressing staffing requirements, manage compliance and qualifications and company scheduling rules.
- **WorkForce Analytics**: WorkForce Analytics is a reporting tool that enables designated users to create custom views of the data that resides in the WorkForce Suite product suite
- **WorkForce Fatigue Management (“FM”)**: FM allows organizations to monitor work hours and rest periods to comply with corporate, industry, or regulatory guidelines

A detailed description of the WorkForce standard product behavior, typical configuration, and functional limits is provided in the *WorkForce Time & Attendance Base Product Functional Description* document. This document defines the extent of functionality available from a product perspective, while this SOW identifies the subset of that functionality that will be configured by WorkForce during this implementation.



1.2 Configuration Scope

Effort is required to enable and configure the solution. This SOW describes Services to only configure the features and functionality of the Solution identified and agreed upon in the first deliverable of the project. The scope defined in the first deliverable is based on documentation that Customer has shared with WorkForce and information gathered from the Customer. WorkForce has relied on Customer to provide the functional and technical requirements for this implementation engagement. It is imperative that the Customer reviews and understands this SOW to ensure that all required and expected functionality is included in scope, and the project approach, costs, and timing are documented as expected.

The WorkForce approach to delivering functionality in the Solution is based on common industry leading practices and WorkForce’s best practices. This includes leveraging pre-defined and pre-built standard functionality in The WorkForce Suite. Use of pre-built standard functionality provides for a standard base to work from. Where standard functionality is not suitable to meet Customer’s business rules, customer-specific configuration can be designed, configured, and tested.

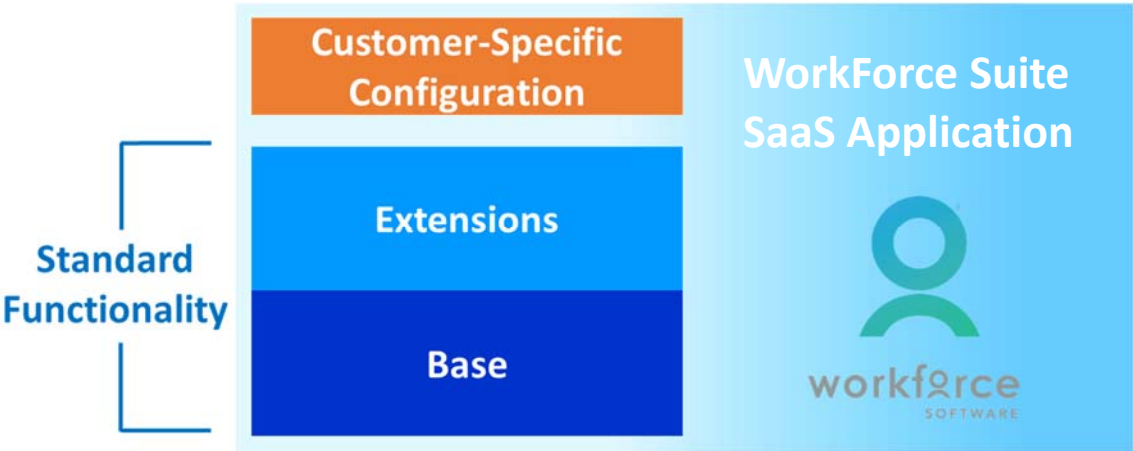
Any configuration of the Solution not explicitly described in the Configuration Scope shall be considered out-of-scope.

1.3 Project Overview

This Time & Attendance, Absence Compliance Tracker, and Advanced Scheduler project will be implemented for the City of Roseville. Customer specific requirements will be defined for all groups in a unified, enterprise approach. Once all requirements are defined, the solution design is developed, and the system is configured and tested. Upon completion of user acceptance testing, WorkForce will implement the solution over a 30-week period followed by a six-week deployment/stabilization/OCM period resulting in the project completion/closeout. The solution will be deployed in a big-bang approach where all employees and functionality deploy at once.

2 Project Approach

The WorkForce Suite contains standard functionality and supports customer-specific configuration to provide a complete business solution.



Base





The WorkForce Suite comes pre-loaded with many common workforce management-related business processes, calculations, and rules for complying with national and local regulations to serve as the foundation for the solution. WorkForce will assist Customer in completing the WorkForce Software Base Setup Questionnaire to define settings for behavior in the application's base functionality within available parameters.

Extensions

The WorkForce Suite's base functionality can be expanded upon by enabling extensions. Extensions are pre-built functional components that address specific business processes or calculations. Customer selects the desired extensions with WorkForce's assistance based on Customer's knowledge of their business.

Customer-Specific Configuration

When standard and extension functionality cannot be adopted or is incompatible with Customer's business, Customer may opt for the creation of customer-specific configuration. Customer-specific configuration is used to create any supported functionality in the Solution, other than that which is included in the base or extensions.

WorkForce strongly encourages the adoption of the WorkForce Suite's standard functionality where possible. This standard functionality represents WorkForce's best practices and is the most economical option for implementation and support of the Solution.

2.1 Implementation Methodology

WorkForce utilizes a common and consistent methodology for implementation projects. Refer to the *WorkForce Software Implementation Methodology* document, which may be amended by WorkForce from time to time, for additional information.

2.2 Project Management

2.2.1 Status Reporting

Customer and the WorkForce Project Manager's will be responsible for managing their respective resources, activities, deliverables, milestones, and communications in accordance with the SOW and the project plan. Recurring project status meetings will be held to review issues, risks, and overall status of the project. The WorkForce Project Manager will document and distribute a recurring project status report to specified individuals. Key topics include:

- WorkForce and Customer activities, responsibilities, milestones, and deliverables
- Project issues and identified risks
- Financial state of the project
- Escalation of any critical items requiring support from the Customer Project Sponsor and WorkForce Project Director

Customer has existing resources with knowledge of the policy editor. Customer will participate in some configuration during the implementation. To support this, in addition to the typical weekly status meeting there will be a weekly configuration status meeting during the design, build, and validate phases of the project. The attendees will include configuration resources from Customer and WorkForce team. The weekly configuration status meetings will be 1 hour in length and include the following key topics:



- High-level overview of WorkForce configuration done the previous week.
- High-level overview of Customer configuration done the previous week.
- Discussion on open configuration issues/questions
- Discussion and planning on upcoming configuration tasks

2.2.2 Project Governance

Project Governance is performed by WorkForce and Customer to ensure the project is executed in accordance with the defined plan, utilizing standard processes and procedures. Governance also provides a framework for effective project decision making to ensure proper visibility and control of project issues and risks as they are identified. Further development of this process and the required roles and responsibilities from each team will be defined as part of the project management activity during the Plan Phase of the project.

2.2.3 Deliverable Acceptance

This section defines the formal Deliverable Acceptance process that will be followed throughout the project. Acceptance of a deliverable by Customer indicates that WorkForce has provided the deliverable per the agreed-upon acceptance criteria.

1. Items related to the completion of a deliverable will be documented and submitted to Customer for feedback.
2. Items consist of: verification of draft information, feedback, document updates, document redlines, replies, information or anything else needed by the requestor to complete the deliverable.
3. Once presented with the request for verification of the work in process, Customer will respond within ten business days (unless otherwise agreed to by the parties) to provide WorkForce the requested feedback or anything else needed by WorkForce to progress without impacting the schedule.
4. If Customer delays the response required pursuant to this Section, and such delay causes a material impact to the project schedule, Customer acknowledges that additional time and fees may be added via the Project Change Management Process.
5. Once submitted for approval, Customer approver will provide written notice to the WorkForce Project Manager of acceptance or rejection of the deliverable within ten business days.
6. If the deliverable is accepted, Customer approver shall provide a signed copy of the Deliverable Acceptance Form or email approval to the WorkForce Project Manager. The deliverable is then considered complete. If new changes are requested to the deliverable, modifications will be handled through the Project Change Management Process.
7. If the deliverable is rejected, Customer approver must provide written explanation as to the reason(s) for the rejection identifying all defects to be addressed. Such explanation shall contain sufficient detail to allow WorkForce to address such defects. Once the defects have been addressed, the Deliverable will be resubmitted for acceptance.
8. If Customer approver does not provide written acceptance or rejection of the Deliverable with reasons for rejection documented in writing, or provide a written request for additional time to review the deliverable prior to the end of the tenth business day, the deliverable shall be deemed accepted.
 - a. If more than ten business days is requested for review, both parties must agree on the amount of additional time to be granted to Customer for their review. During such additional time granted to Customer, if any, WorkForce will move forward with the project to maintain



- the established project schedule as if the deliverable were accepted unless communicated otherwise by Customer approver. If the project cannot move ahead, the WorkForce Project Team will suspend work on the project, which may result in additional costs being incurred due to project schedule impacts. Delays for approvals of deliverables may result in a change to the project, which would be handled through the Project Change Management Process.
- b. If a delay in the acceptance of any deliverable exceeds ten business days due to circumstances beyond the reasonable control of WorkForce, excluding the case of additional time granted as set forth in Section 4.a., all milestone payments associated with said delayed deliverables shall be released to WorkForce.
9. WorkForce and Customer are responsible for identifying the individuals with the authorization to approve deliverables.

2.2.4 Project Change Management

This section defines the formal Project Change Management Process that will be followed throughout the project. This process governs the method by which changes to project scope, timing, and cost are approved and made a part of this SOW during the project. WorkForce will not perform additional work not expressly defined in this SOW unless an approved Project Change Order (“PCO”) governing the change has been approved by both parties.

During the entire project, as changes to scope are identified, the WorkForce and the Customer project managers will work together to identify the gap and potential options, including impacts to functionality, process, schedule, or cost. Upon identification of a project change, a PCO will be developed detailing the justification for the change and the impact of the change to the project including the required revisions to the scope, schedule, and cost. The WorkForce Project Manager will submit the PCO for review and approval by the Customer Approver.

- 1. Once submitted, the Customer Approver will approve or reject such PCO within ten business days.
- 2. If the PCO is accepted, the Customer Approver will provide a signed copy of the PCO to the WorkForce Project Manager. The PCO is then considered accepted and the project scope and schedule are modified accordingly.
- 3. If the PCO is not accepted or rejected within ten business days and the Customer Approver does not request additional time to review the PCO, the WorkForce Project Team will proceed with the project as if the PCO has been rejected. Rejection of a PCO does not relieve Customer of any fees due. If the project cannot proceed without a decision, the PCO will be tracked and managed as a project issue.
- 4. If a delay in approving the PCO is outside of the control of WorkForce and the delay results in additional costs to the project, the WorkForce Project Manager will notify the Customer Approver and add the additional costs to the pending PCO.

3 Roles and Responsibilities

3.1 WorkForce Project Team

The following table depicts the roles required by WorkForce to execute the scope of work defined in this SOW.



Role(s)	Responsibilities
Director, Services	Works jointly with the project managers and Customer's executive leadership to provide strategic oversight and direction for the project; provides guidance on key Project Team concerns, and maintains tight controls over the project; serves as an escalation point for project concerns.
Project Manager	Responsible and accountable for the execution of the project plan and communication of status information. Primary WorkForce contact for all project activities; prepares and maintains a detailed project plan that identifies and assigns tasks, major milestones and dates for the Project Team, along with indications of the critical path and task dependencies. The Project Manager measures, tracks, and evaluates progress against both the project plan and Customer's budget, as well as coordinates and manages the activities of the WorkForce Project Team.
Functional Consultant	Works closely with the Project Team to analyze and document requirements, demonstrates and clarifies system functionality, provides software product expertise, and recommends best practices and business process improvements. The Functional Consultant tests the software configuration prior to delivery to Customer.
Technical Consultant	Configures the Solution; defines and develops system interfaces to support integration of the Solution with external systems; provides technical assistance necessary throughout the implementation. Configures the WorkForce data collection terminals and reporting services in accordance with the documented requirements.

3.2 Customer Project Team

The following table depicts the roles required by Customer to execute the scope of work defined in this SOW. Some resources may only be required for portions of the project, whereas others may require involvement earlier in the project. There may also be additional resource requirements or roles not listed that are identified during the project. The time commitment listed is per individual and may vary during the duration of the project.

Role(s)	Responsibilities	Time Commitment
Project Sponsors	Accountable for the overall project; authority to deploy resources as necessary to ensure project success; may act as the Customer Approver; serve as an escalation point for project-wide issues, and ensure business readiness for the final product. Most importantly, the Sponsors maintain visible commitment in terms of time and communication activities for the implementation, and provide guidance and support to the Project Team as necessary.	1-2 hours a week for duration of project

Role(s)	Responsibilities	Time Commitment
Project Manager	Responsible for project delivery, and carries out the day-to-day assignment of duties to Customer staff. Authority to make decisions, resolve issues, and engage staff as required. Act as the Customer Approver if designated by the Customer Sponsor. Keeps both WorkForce and Customer Sponsors aware of the decisions, commitments, and status of the project in a timely and efficient manner.	1 Resource applies to AS, ACT, and T&A 20-30 hours a week for duration of project *Validate phase may require full-time allocation
Functional Analysts and Subject Matter Experts	Share knowledge of current, required policies and procedures during requirements definition and performs in-depth reviews of all interim and final deliverables; provides the expertise necessary to create the Test Cases, and conducts testing of the Solution.	Advanced Scheduler: 1 Resource Parks and Rec 1 Resource Police 10-15 hours per week for Confirm, Validate, and Deploy 5-7 hours per week for Plan and Build Absence Compliance Tracker: 1 Resource 6-10 hours per week for Confirm, Validate, and Deploy 2-4 hours per week for Plan and Build Time & Attendance: 2 Resources 15-20 hours per week for Confirm, Validate, and Deploy 7-10 hours per week for Plan and Build

Role(s)	Responsibilities	Time Commitment
Test Lead	Responsible for Test Plan creation, development, coordination and completion of testing activities.	Advanced Scheduler: 1 Resource Parks and Rec 1 Resource Police 8-12 hours per week for Build and Validate 2-4 hours per week for Confirm and Deploy Absence Compliance Tracker: 1 Resource 6-10 hours per week for Build and Validate 2-3 hours per week for Confirm and Deploy Time & Attendance: 2 Resources 12-15 hours per week for Build and Validate 4-6 hours per week for Confirm and Deploy
Application Administrator	“Super-user” of the application, responsible for data, configuration, and system administration activities. Administers and monitors the Solution, and performs activities required during the Deployment phase. Conversant not only with the business practices and policies, but with the technologies required to support the application.	1 Resource applies to AS, ACT, and T&A <8 hours a week from Confirm to Deploy
Technical Staff	Represents Customer’s systems infrastructure. Serves as an interface point to other information systems impacted by the project. Provides support in the form of hardware and/or software installation and configuration, database administration, data preparation, communications and network support. Provides direction on network infrastructure logistics for site surveys and timeclock installation. Analyzes, develops, tests, and supports interfaces as specified in the BRD.	1 Resource applies to all technical aspects of the project (e.g. Integrations) 8-12 hours a week for Confirm, Validate, and Deploy 4-6 hours a week for Plan and Build
Training Staff	Responsible for scheduling training sessions and coordinating resources, customizing and distributing training materials, and delivers training to Customer resources.	1 Resource for each group of employees (e.g. Union) 16-20 hours a week for Validate and Deploy 8-10 hours a week for Build

Role(s)	Responsibilities	Time Commitment
Organizational Change Management Staff	Responsible for implementing a structured organizational change management methodology, strategy, and plan, to ensure high user adoption of the system.	1 Resource applies to AS, ACT, and T&A 16-20 hours a week Validate and Deploy 5-10 hours for Plan, Build, and Confirm
On-going Self-Administration Support Staff	Individuals responsible for post-go live system administration and support of the solution. Reference SaaS agreement for information related to training, processes and support related information.	1 Resource applies to AS, ACT, and T&A <8 hours a week after go-live.

3.3 Resource Plan

WorkForce will assign resources to perform the services in this SOW per the tasks and timelines represented in the project schedule. The amount of work to perform the services on the project vary by role and vary on the project timeline. Over the duration of the project, WorkForce resources are considered non-dedicated, part-time project resources. Any requests for resources beyond the allocations and timeline for this project will be managed through the Project Change Management Process. For clarity, resources are not dedicated to a single customer and are subject to availability.

Non-Dedicated, Part-Time, means that the WorkForce resources assigned to the project may also be working on other WorkForce projects simultaneously. For instance, if a certain portion of the project requires the equivalent of one full-time resource, it may be staffed with two resources at half allocation. Additionally, should WorkForce need to change resources mid-project, the Customer will be notified 20 days in advance. Knowledge transfer for this purpose will not be billable to the customer and will have no material impact on the deliverables stated in this SOW.

Customer will assign resources to support the services in this SOW per the tasks and timelines represented in the project schedule.

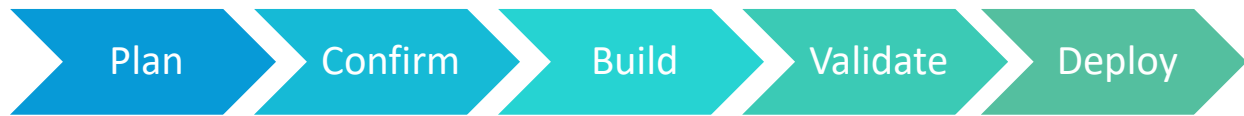
The table below represents an initial estimate of the customer related activity level for this project.

Phase	Engagement
Plan	100%
Confirm	75%
Build	50%
Validate	100%
Deploy	50%

4 Timeline and Milestones

The following chart depicts the five phases of the WorkForce implementation methodology.





The estimated project Phases, Milestones and Deliverables are defined below. Any deviation from the defined scope or timeline will result in a Project Change Order (PCO) utilizing the WorkForce Project Change Management Process.

Within each phase, there are a series of deliverables that require contribution, completion and/or signoff by the Customer. It is imperative that the deliverables of each phase be completed prior to the initialization of the next phase. Any delays in completion of deliverables will result in a schedule delay, which will require a corresponding PCO be completed, prior to initialization of the next phase.

4.1 Project Phases, Milestones and Deliverables

The project shall last up to 36 weeks. Summary level information of the project phases, milestones and deliverables shall be agreed upon as the first deliverable of the project.

5 Additional Conditions

The following conditions were used in developing the project scope identified in this SOW. Any deviation may cause a change in project scope, project plan, and costs, which will be managed through the Project Change Management Process.

1. WorkForce deliverables are based on WorkForce's templates and documentation standards.
2. WorkForce personnel will use WorkForce laptops, tools, and e-mail addresses to perform work and communicate with Customer.
3. Customer will deploy adequate staff to perform and complete their assigned activities within the timeframes specified in the project plan, including, but not limited to, requirements definition, review and approval of project documents, testing, and end-user training.
4. Customer is responsible for any additional WorkForce effort due to delays, unavailability of Customer systems, data issues, resource issues, or any other project issues that increase WorkForce effort required.
5. Customer will provide timely access to Customer project resources during the engagement. Customer and WorkForce will make every reasonable effort to respond to all inquiries within one business day.
6. All communication with WorkForce consultants will be conducted in English. Documentation produced by WorkForce or to be reviewed by WorkForce will be in English.

6 Fees and Expenses

6.1 Summary

The costs required to complete the services defined in this SOW are being invoiced through the "City of Roseville-WFS-US-SSS", "AMS Contract – City of Roseville", and "City of Roseville Workforce Standard Enterprise SOW" as indicated in the table below. Any modifications to the project scope, costs, or timing of this project will be detailed in a Project Change Order



("PCO") utilizing the WorkForce Project Change Management Process. All project change orders will be billed at \$225/hour.

Category	Cost
Time & Attendance	See: "City of Roseville-WFS-US-SSS"
Advanced Scheduler	See: "AMS Contract – City of Roseville"
Absence Compliance Tracker	See: "AMS Contract – City of Roseville"
Travel Expenses (13 trips see 6.1.2 below)	\$25,000
Education Services (Training Fees)	\$37,760
Total (Travel and Training)	\$62,760

6.1.1 Education Services

The following training courses are required to support the objectives identified in this SOW.

Number	Course Name	Duration	Class Size	Sessions	Cost
Time and Attendance					
TMA00	T&A Core Functionality	8 hours	15	1	\$3,000
TMA01	T&A Employee Functions	4 hours	10	1	\$2,500
TMA02	T&A Manager Functions	4 hours	10	1	\$2,500
TMA03	T&A Administrator Functions	8 hours	10	1	\$3,500
Advanced Scheduler					
ASC00	AS Core Concepts	4 hours	15	1	\$1,500
ASC01	AS Scheduler Functions	4 hours	8	1	\$2,500
ASC02	AS Administrator Functions	8 hours	8	1	\$3,000
Absence Compliance Tracker					
ACT00	ACT Core Concepts	4 hours	15	1	\$1,500
ACT01	ACT Employee and Case Manager Functions	4 hours	10	1	\$2,500
ACT02	ACT Administrator Functions	3 hours	8	1	\$2,000
Reports Training					
ANL01	Ad Hoc Reporting	4 hours	6	1	\$1,500
CT120	Database Schema Essentials	12 hours	3	1	\$5,040
CT125	Custom Report Development (Crystal)	16 hours	3	1	\$6,720
Education Services Total					\$37,760

All courses above assume "train the trainer" approach. End User training will be delivered by the Customer. All courses in the table above will be delivered with training manuals. The training





manuals will be provided to the customer and they can be used/modified by the customer for end user training.

WorkForce training courses are provided according to the descriptions outlined in the WorkForce Learning Management System (LMS) (<http://www.workforcesoftware.com/services/customer-education/>). All expenses for customer on-site training are the responsibility of the customer.

Customer Certification

The SaaS agreement includes the cost of up to five total seats spread across Level 1,2, and 3 certification courses. Additional customer user certification is available as indicated in the table below.

Number	Course Name	Duration	Seat	Cost
CT101	Level 1: T&A System Troubleshooting	20 hours	1	\$3,360
CT102	Level 2: T&A Configuration Maintenance	16 hours	1	\$2,240
CT103	Level 3: T&A Advanced Configuration Maintenance 1	20 hours	1	\$3,360

The training courses and training prices provided herein are valid for a period of one (1) year from the effective date of this Agreement, however, WorkForce reserves the right to eliminate courses from its course catalogue, provided such elimination is for all customers.

6.1.2 Location of Services

The following Services will be performed at the specified Customer location:

- Customer Location: Roseville, CA

Phase	Purpose	Duration	Consultants	Trips Used
Confirm	Onsite requirements gathering T&A and ACT	5 days	Functional Consultant and Project Manager	2
Confirm	Onsite requirements gathering AS	3 days	Functional Consultant	1
Confirm	Onsite requirements gathering Integrations	3 days	Integration Architect	1
Confirm/Design	Onsite requirements review T&A and ACT	3 days	Functional Consultant T&A and ACT	1





Confirm/Design	Onsite requirements review AS	3 days	Functional Consultant AS	1
Confirm/Design	Onsite requirements review Integrations	3 days	Integration Architect	1
Validate	Onsite train the trainer T&A, ACT, and AS	5 days	Functional Consultant T&A and ACT. Functional Consultant AS	2
Deploy	Onsite deployment support	5 days	Functional Consultant T&A and ACT. Functional Consultant AS. Project Manager.	3
Deploy	Onsite first payroll support	3 days	Functional Consultant	1
Total				13

All other Services will be delivered remotely. If additional trips are needed, the travel fees will be billed through a project change order.

7 Terms and Conditions

This SOW is attached to and incorporates the terms of the Master Consulting Agreement (the “Agreement”) by and between WorkForce and Customer.

The pricing, information and timeline contained within this SOW is valid for 60 days from the date of this document. If the SOW is not signed within said 60-day period, it is subject to change by WorkForce at its sole discretion.

The planned sign-off date for this SOW is June 2020. If the SOW is signed June 2020 the project will begin October 2020, unless a different start date is mutually agreed upon.





8 Approvals

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

City of Roseville

Date: _____


Signature: _____

Printed Name: _____

Title: _____

WorkForce Software, LLC

Date: Jun-09-2020

Signature: 

Printed Name: Robert Feller

Title: Chief Financial Officer







WORKFORCE SOFTWARE SAAS AGREEMENT

This WorkForce Software SaaS Agreement (the "Agreement") is entered into between WorkForce Software, LLC, 38705 Seven Mile Road, Suite 300, Livonia, Michigan 48152 ("WFS") and the "Customer" defined below.

Customer Name: City of Roseville

Address: 311 Vernon Street

Roseville, CA 95678

1. Definitions

- 1.1. "Affiliate" means a legal entity separate from and controlled by or under common control with the either party. For purposes of this Agreement, the term "control" shall mean ownership of a beneficial controlling interest.
- 1.2. "Customer Data" shall mean any content, materials, data and information provided by the Customer to WFS in the course of using the SaaS Service.
- 1.3. "Documentation" shall mean all written or electronic materials provided to Customer by WFS for facilitating use of the SaaS Service as applicable, but does not include advertising or similar promotional materials.
- 1.4. "Effective Date" is the Schedule Effective Date of the first executed Schedule.
- 1.5. "e-Learning Courseware" shall mean video or online training content and related materials which may be provided to Customer by WFS under a separate Schedule to this Agreement.
- 1.6. "Force Majeure" shall mean any event outside of the control of WFS, such as, but not limited to, a natural disaster, fire or extended power, electrical or Network outage, which renders the SaaS Service temporarily unavailable or permanently affects or prevents performance under this Agreement.
- 1.7. "Intellectual Property Rights" shall mean all copyrights, trade secrets, patents, and other intellectual property rights or portion thereof including, but not limited to, the ideas, methodologies, methods of operation, processes, and look and feel in the SaaS Service.
- 1.8. "Network" means the Internet, phone network, cell phone network, and other transmission methods by which the SaaS Service is delivered.
- 1.9. "Party" or "Parties" shall mean WFS or Customer individually or collectively.
- 1.10. "Production Environment" means an environment provided in the SaaS Service which Customer uses for live processing.
- 1.11. "Related Systems" shall mean Customer owned or operated computers, web-browsers, operating systems, firewalls, e-mail servers, LDAP servers, portals, Networks, third party software, internet

connection, and any other hardware or software that connects to the SaaS Service or affects the SaaS Service if they are not configured or operating properly or are operating in such a manner as to cause an interruption or failure of the SaaS Service, whether or not provided by or configured by WFS.

- 1.12. "SaaS Service" or "SaaS Services" means the provision of access to and use of WFS software as a service platform, together with the provision of updates and upgrades, and related services including maintenance and support, all in accordance with the Agreement and the applicable Schedule.
- 1.13. "Schedule" means one or more written orders listing the services to be delivered to the Customer which is signed by both WFS and the Customer which references this Agreement.
- 1.14. "Service Level Agreement" or "SLA" means the service levels specified in Exhibit A.
- 1.15. "Support Services" shall mean the services specified in the Support Plan, including reasonable technical support via telephone, e-mail, and/or the web, to answer questions or provide assistance in the use of the SaaS Service.

2. Services Delivered

- 2.1. WFS shall provide access to the SaaS Service to Customer via the Network as specified in the Schedules. Any use of the SaaS Service prior to the Commencement Date specified in the Schedule(s) shall be considered a trial period during which the SLA shall not apply. Within the Production Environment, Customer may use only the applications and extensions specified in the Schedule(s), even if other applications and extensions are made available.
- 2.2. WFS may periodically update ("Update") the SaaS Service, but makes no representations as to the frequency of new releases or the features, enhancements, or corrections that will be provided in the Updates.
- 2.3. Customer shall limit the access to the SaaS Service to its own employees, consultants, and other authorized users and shall not make the SaaS Service available to third parties or make it available on a service bureau basis.
- 2.4. WFS shall take commercially reasonable measures, consistent with those in the industry, to prevent unauthorized parties from gaining (a) physical access to the data centers where the SaaS Service is hosted, and (b) electronic access to the SaaS Service or the Customer Data. WFS shall promptly notify Customer of any unauthorized access to the SaaS Service which WFS detects.
- 2.5. WFS shall periodically backup the Customer Data ("Backup Services") as specified in the SLA. WFS will undertake commercially reasonable steps to begin the restoration of Customer Data from the backup as soon as WFS is notified or becomes aware of the need to restore data. WFS shall not be responsible if Customer Data is lost or corrupted in between scheduled backups or for a reason caused by the acts or omissions of Customer. Customer Data shall not be used by WFS for any other purpose except to provide the services contemplated under the Agreement. WFS shall not preserve such Customer Data longer than contracted.
- 2.6. In a Force Majeure event, WFS shall make commercially reasonable efforts to restore the SaaS Service at an alternate facility as soon as feasible. Until such Force Majeure event shall have passed, the SaaS Service may be provided on a reduced use basis and may require Customer to make changes to the procedures used to access the SaaS Service. Neither party shall incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all

or any part of this Agreement, where such delay or failure is caused, in whole or in part, by a Force Majeure event. If a party asserts a Force Majeure event for failure to perform the party's obligations, then the asserting party shall notify the other party of the event and take commercially reasonable steps to minimize the delay or damages caused by the Force Majeure event.

- 2.7. WFS shall provide the Support Services specified in the Support Plan. The Support Plan description attached as Exhibit B provides details of the service levels and items provided under each plan. Terms of the Support Plan supersede the terms in this Agreement.

3. Customer Responsibilities

- 3.1. Customer shall be responsible for entering its Customer Data into the SaaS Service and Customer shall be responsible for the maintenance of the Customer Data supplied by it. Customer hereby represents and warrants to WFS that the Customer Data is free of all viruses, Trojan horses, and comparable elements which could harm the systems or software used by WFS or its subcontractors to provide the SaaS Service. Customer agrees that it has collected and shall maintain and handle all Customer Data in compliance with all applicable data privacy and protection laws, rules and regulations.
- 3.2. Customer has sole responsibility to maintain the integrity, confidentiality and availability of information on Customer equipment.
- 3.3. Customer has sole responsibility to (a) check the accuracy of information processed using the SaaS Service, (b) run all normal processes and procedures within the SaaS Service such as end of period processing, imports, exports, and file transfers, and (c) manage and configure its Related Systems and ensure they operate properly. When using and applying the information generated by the SaaS Service, Customer is responsible for ensuring that Customer complies with the applicable requirements of federal and state law. Customer agrees: (i) using the SaaS Service does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, and (ii) Customer does not rely upon WFS or the SaaS Service for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents.
- 3.4. Customer assumes all responsibilities and obligations and expertise with respect to (a) the selection of the SaaS Service to meet its intended results, and (b) any decision it makes based on the results produced by the SaaS Service. Customer understands and acknowledges that WFS and the Third Party Content Vendors are not engaged in rendering legal, accounting, tax or other professional advice either as a service or through the SaaS Service and it is not relying on WFS and the Third Party Content Vendors for any advice or guidance regarding laws and regulations. Customer shall review all calculations and determinations made using the SaaS Service and satisfy itself those results are accurate. If legal, accounting, tax or other expert assistance is required, the services of a competent professional will be sought by Customer. To the extent permitted by law, Customer shall indemnify and hold WFS harmless from claims and demands of its employees or former employees arising from the use by Customer of the SaaS Service.
- 3.5. Customer is solely responsible to ensure Related Systems operate properly. The support provisions of this Agreement do not apply to Related Systems or problems in the SaaS Service caused by Related Systems, regardless of who provided, installed, or distributed such. Should WFS identify that the root cause of a problem is caused by Customer modifications to the SaaS Service or behavior in Related Systems it shall notify Customer and request approval to provide additional assistance (if

applicable). Should Customer give its approval, the additional time spent by WFS after such approval shall be billed to customer on a time and materials basis at the then current rates.

- 3.6. Customer shall not perform any stress test, load test, or security test on the SaaS Service without first obtaining WFS permission and executing a separate agreement for the services required by WFS to support such tests. Notwithstanding the foregoing, stress testing, load testing and security testing shall not be allowed for WorkForce Forecasting & Scheduling.
- 3.7. Customer shall change all passwords used to access the SaaS Service at regular intervals. Should Customer learn of an unauthorized third party having obtained knowledge of a password, Customer shall inform WFS thereof without undue delay and promptly change the password. Customer will terminate old users in the SaaS Service.
- 3.8. Customer is responsible for monitoring user access to the SaaS Service.
- 3.9. Customer is responsible for the connection to the SaaS Service, including the Internet connection.

4. Term and Termination

- 4.1. The term of this Agreement starts on the Effective Date and terminates when all Schedules terminate. Schedules automatically renew for additional one (1) year periods unless either party provides a written notice of termination to the other party at least sixty (60) days prior to the end of the then current term. The per-unit pricing during any such renewal term shall increase by 5% per year over the base prices listed in the Schedules for the relevant services in the immediately prior term.
- 4.2. The provisions of Sections 2.5, 2.6, 3, 5, 7, 8.4, 8.5, 8.6 and any payment obligations incurred by Customer prior to or upon termination shall survive termination of this Agreement.
- 4.3. If either party commits a material breach of this Agreement, and should such breach not be corrected within thirty (30) days after receipt of written notice from the non-breaching party, this Agreement may be terminated by the non-breaching party upon written notice. Notwithstanding the foregoing, if the nature of the breach requires longer than thirty (30) days to cure, and WFS is taking commercially reasonable efforts to cure such breach at the end of the initial thirty (30) day cure period, WFS shall have a reasonable time thereafter to continue to effectuate a cure of such breach. Upon termination in such instance, WFS shall refund the unexpired portion of any fees paid. Customer may terminate this Agreement for cause, upon written notification to WFS, in the event of two (2) or more failures of the SaaS Service to perform substantially as set forth in the Documentation within any six (6) month consecutive period. Customer must notify WFS of its intent to terminate within sixty (60) days of the second (or additional failure within the six (6) month time period) or the option to terminate for the aforementioned failures shall be null and void but would not invalidate the option to terminate for future failures of two (2) or more.
- 4.4. Upon the effective date of termination, Customer's access to the SaaS Service will be terminated. Thirty (30) days after the effective date of termination, WFS shall have no obligation to maintain or provide any Customer Data. Upon termination of the Agreement, WFS shall use commercially reasonable efforts to permanently and irrevocably remove, purge or overwrite all data still remaining on the servers used to host the SaaS Service, including, but not limited to, Customer Data, unless and to the extent applicable laws and regulations require further retention of such data. All indemnifications relating to the unauthorized disclosure of Customer Data shall continue until such data is returned to Customer or destroyed.

5. Proprietary Right, Non-Disclosure

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- 5.1. Each party shall maintain as confidential and shall not disclose, publish, or use for purposes other than as intended in this Agreement the other party's Confidential Information except to those employees, contractors, legal or financial consultants and auditors of the recipient and its Affiliates who need to know such information in connection with the recipient's performance of its rights and obligations under the Agreement and in the normal course of its business and who are bound by confidentiality terms no less stringent than the terms contained herein. "Confidential Information" shall include, but shall not be limited to, Customer Data, the SaaS Service, the pricing and terms of this Agreement, benchmarks, statistics or information on the capabilities of the SaaS Service, financial information, business plans, technology, marketing or sales plans that are disclosed to a party and any other information that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party to be proprietary and confidential to the disclosing party because of (i) legends or other markings, (ii) the circumstances of disclosure, or (iii) the nature of the information itself. Each party shall protect such Confidential Information with reasonable care and no less care than it would exercise to protect its own Confidential Information of a like nature and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof. Notwithstanding anything else in this Agreement, either party may disclose Confidential Information in accordance with a judicial or governmental order, or as otherwise required by law, provided that the recipient either: (i) gives the disclosing party reasonable notice prior to such disclosure to allow the disclosing party a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation. Notwithstanding the foregoing, neither party shall disclose any computer source code that contains Confidential Information in accordance with a judicial or other governmental order unless it complies with the requirement set forth in sub-section (i) of this Section 5.
- 5.2. Either party may disclose the existence of this Agreement and its terms to the extent required by law, the rules of any applicable regulatory authority or the rules of a stock exchange or other trading system on which that party's securities are listed, quoted, and/or traded.
- 5.3. Breach of the obligations in Section 5 may cause irreparable damage to the disclosing party and therefore, in addition to all other remedies available at law or in equity, the disclosing party shall have the right to seek equitable and injunctive relief for such breach. In the event of any litigation to enforce or construe this Section 5, the prevailing party shall be entitled to recover, in addition to any charges fixed by the court, its costs and expenses of suit, including reasonable attorneys' fees, costs and expenses.
- 5.4. WFS shall retain all rights, title, and interest in the e-Learning Courseware, Third Party Services and the SaaS Service. Customer shall not alter, modify, copy, edit, format, translate, or create derivative works of these materials, except as provided herein or when approved in writing by WFS.
- 5.5. As between WFS and Customer, Customer shall own all title, rights, and interest in Customer Data.
- 5.6. Both parties agree to comply with all applicable privacy and data protection statutes, rules, or regulations governing the respective activities of the parties. Customer hereby consents to the use, processing and/or disclosure of Customer's data only for the purposes described herein and to the extent such use or processing is necessary for WFS to carry out its duties and responsibilities under this Agreement or as required by law.
6. Payments, Credits, and Refunds

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- 6.1. Customer shall pay all fees specified in the Schedule(s) to WFS or its designated representative. Unless specified otherwise in the Schedule(s): (i) fees are based on services purchased in the Schedule(s) and overage fees, (ii) payment obligations for the Service Term specified in each Schedule are non-cancelable and fees paid are non-refundable, (iii) the quantities ordered under the Schedule cannot be decreased during the term, and (iv) all fees quoted and payments made hereunder shall be in U.S. Dollars. The Schedule(s) specify how the Customer may use the SaaS Service and how the usage of the SaaS Service will be measured. Any use of the SaaS Service in excess of the amounts specified in the Schedules shall be billed to the Customer quarterly in arrears at 125% of the unit prices specified in the Schedule ("Overage Fees").
- 6.2. WFS fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, except for taxes on WFS net income (including FCC and related taxes and charges for phone based systems).
- 6.3. Customers outside of the United States shall pay all invoices via electronic transfer. All invoices submitted shall be due Net 30. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount when due and submit written notice of the disputed amount (with details of the nature of the dispute and the invoice(s) disputed) within thirty (30) days of receipt of the invoice. WFS may assess interest at the rate of 1.5% per month or the maximum allowed by law on balances not paid when due. Customer shall pay all costs incurred in the collection of charges due and payable, including reasonable attorney fees, whether or not suit is instituted.
- 6.4. Upon written notice by Customer to WFS of its failure to satisfy the Uptime Commitment of the SLA within thirty (30) days of the end of a month, WFS shall credit Customer the fees as calculated in the SLA towards the next payment due from Customer. The credits provided to Customer shall be its sole and exclusive remedy for WFS's failure to comply with the Uptime Commitment.
7. Warranties and Indemnifications
- 7.1. WFS shall, at its expense, indemnify, defend and hold Customer harmless from and against any third-party claim that the SaaS Service infringes an Intellectual Property Right; provided, however, that (a) Customer promptly notifies WFS of any such claim, and (b) permits WFS to defend with counsel of its own choice, and (c) Customer gives WFS such information and/or assistance in the defense thereof as WFS may reasonably request. In no event shall Customer settle any such claim without the written consent of WFS. If the SaaS Service is adjudged to infringe an Intellectual Property Right by a court of competent jurisdiction, WFS shall, at its expense and election either: (i) procure the right for Customer to continue using the infringing items, (ii) replace the infringing items with a functionally equivalent non-infringing product, (iii) modify the infringing items so that they are non-infringing, or (iv) terminate the affected Schedule and refund the unexpired portion of any fees paid. In no event shall WFS, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on: (a) a modification of the SaaS Services or Documentation by anyone other than WFS, or (b) the Customer's use of the SaaS Services or Documentation in a manner contrary to the instructions given to the Customer by WFS, or (c) the Customer's use of the SaaS Services or Documentation after notice of the alleged or actual infringement from WFS or any appropriate authority. The provisions of Section 7.1 constitute the entire liability of WFS and sole remedy of Customer with respect to any claims or actions based in whole or in part upon infringement or violation of an Intellectual Property Right of any third party.
- 7.2. WFS represents and warrants: (a) it has the right to grant the rights specified herein, and (b) the SaaS Service will not contain any viruses or Trojan horses.

- 7.3. THE WARRANTIES AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 7, WFS SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES TO THE SAAS SERVICES AND ANY OTHER MATTER WHATSOEVER. IN PARTICULAR, BUT WITHOUT LIMITATION, WFS SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ANY OTHER WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. NO WFS AGENT, CONTRACTOR OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION TO THIS WARRANTY, UNLESS IN A SIGNED WRITING EXECUTED BY A WFS EMPLOYEE WITH ACTUAL AUTHORIZATION TO BIND WFS. WFS DOES NOT WARRANT THAT THE SAAS SERVICE OR ANY PORTION THEREOF WILL OPERATE UNINTERRUPTED, WILL BE ERROR FREE OR THAT WFS WILL CORRECT ALL NON-MATERIAL ERRORS.
- 7.4. In no event shall either party be liable for any loss of profits, loss of use, loss of data, interruption of business or indirect, special, incidental or consequential damages of any kind in connection with or arising out of this Agreement, whether alleged as a breach of contract or tortious conduct. The limitation of liability specified in this paragraph applies regardless of the cause or circumstances giving rise to such losses or damages, including without limitation, whether the other party has been advised of the possibility of damages, the damages are foreseeable, or the alleged breach or default is a fundamental breach or breach of a fundamental term.
- 7.5. WFS's liability hereunder for damages shall not, in any event, exceed the three times (3X) fees paid by Customer in the twelve (12) month period preceding which the claim arose. Such fees shall be limited to the particular Schedule to which the default relates. The limitations specified in this Section 7.5 shall not apply to a breach of the non-disclosure provisions of Section 5, the indemnification provisions of Sections 7.1 any death, personal injury, or damage to tangible property caused solely by the negligence or willful misconduct of WFS's staff while on-site at Customer's locations.

8. General Provisions

- 8.1. Each party may include the other party's name in a list of its clients, vendors, or service providers. Each party may make reference to the other in an initial press release, provided that any such press release will require the review and prior written consent of both parties, which shall not be unreasonably withheld, conditioned, or delayed.
- 8.2. In recognition of the pricing provided under this Agreement, Customer shall (subject to its reasonable right to review and approve): (a) allow WFS to include a brief description of the SaaS Service and Global Services furnished to Customer in WFS promotional materials, and (b) allow WFS to make reference to Customer in case studies, ROI analyses, white papers and related marketing materials, and (c) serve as a reference for WFS potential clients.
- 8.3. Any notice to be sent relating to this Agreement shall be in writing and mailed to the other party at the addresses set forth herein addressed to Legal Department, by certified mail, return receipt requested. This Agreement, including all Schedules, contains the entire agreement of the parties with respect to its subject matter, and there are no promises, conditions, representations or warranties except as expressly set forth herein. This Agreement may be modified or amended only by written instrument executed by the parties. This Agreement has been the subject of arm's length negotiations and shall be construed as though drafted equally the parties. No terms, provisions or conditions of any purchase order or other document that Customer may use in connection with this

Agreement shall have any effect on the rights, duties or obligations of either party. Unless expressly stated to the contrary in any Schedule, any terms or conditions specified in the Agreement shall prevail over terms and conditions in the Schedules. Silence shall not constitute a conflict.

- 8.4. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to or waiver of any different or subsequent breach. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected. The headings and titles provided in this Agreement are for convenience only and shall have no meaning on the terms of this Agreement. Consent is not required for an assignment of this Agreement in connection with a sale or disposition of a majority of all the assets, voting securities or equity interests of WFS, or a reorganization, merger or similar transaction of WFS. Customer may, upon notice to WFS, assign or otherwise transfer this Agreement if done in its entirety and in conjunction with a merger, consolidation or reorganization of the Customer. For assignments related to internal reorganizations of Customer, the prior, written consent of WFS shall be required, such consent not to unreasonably withheld, conditioned or delayed. This Agreement binds and inures to the benefit of the parties hereto and their respective successors and permitted assigns. The parties agree that reliable copies such as scanned or facsimile counterpart signatures are acceptable.
- 8.5. No action arising out of any claimed breach of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. Each party shall be liable for breaches of its Affiliates and contractors under this Agreement. Any dispute under or in connection with this Agreement or related to any matter which is the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the courts of Placer County, California, and shall be governed by and interpreted in accordance with California law, without regard to choice of law provisions.
- 8.6. EACH PARTY ACKNOWLEDGES THAT THE WARRANTY DISCLAIMERS, LIABILITY AND REMEDY LIMITATIONS, AND SERVICE LEVELS IN THIS AGREEMENT ARE MATERIAL BARGAINED FOR BASES OF THIS AGREEMENT AND THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this Agreement and the Exhibits indicated below as of the Effective Date.

EXHIBITS

[x] Exhibit A – Service Level Agreement

[x] Exhibit B – Support Plan Descriptions

[x] Exhibit C – Data Security Addendum

[x] Exhibit D – Privacy Addendum

- [x] Exhibit E – Data Retention Policy
- [x] Exhibit F – Third Party Services

CUSTOMER

Date: _____

Signature: _____

Printed Name: _____

Title: _____

WORKFORCE SOFTWARE LLC

Date: Jun-09-2020

DocuSigned by: _____

Signature: Robert Peller

Printed Name: ROBERT PELLER

Title: Chief Financial Officer



EXHIBIT A – SERVICE LEVEL AGREEMENT

WFS shall provide the following service levels for the SaaS Service during the term of this Agreement.

Service Area	Service Level Commitment
Uptime Commitment	Production Environments: 99.5%
Backup Services	WFS is responsible for backup and restore of data stored in the SaaS Service. WFS shall backup all Customer Data in its entirety every seven (7) days. WFS shall backup all changes to Customer Data every twenty-four (24) hours.
Data Retention	Customer Data will be kept online for three (3) years or 30 days from end of the contracted service, whichever comes first. Upon Customer's request, WFS will retain Customer Data for a period longer than three (3) years according to the fee schedule listed in the WFS Data Retention Policy.
Disaster Recovery Time Objective	<ul style="list-style-type: none"> Except as otherwise noted herein, failover of Production Environment functionality to the Disaster Recovery site will occur within five (5) hours of WFS declaring a Disaster. Failover of WorkForce Forecasting & Scheduling Production Environment functionality to the Disaster Recovery site will occur within five (5) hours of WFS declaring a Disaster in the Amsterdam data center. Failover of other WorkForce Forecasting & Scheduling Production Environment functionality to the Disaster Recovery site will occur within twenty-four (24) hours of WFS declaring a Disaster in the remaining data centers.
Disaster Recovery Point Objective	Maximum data loss of one-and-a-half (1.5) hours of data stored in the Production Environment.

NOTES, DEFINITIONS, AND ADDITIONAL TERMS

The following notes, definitions, and additional terms are an integral part of the Service Level Agreement.

1. "Disaster" means an event after which WFS determines the SaaS Service should be failed over to the disaster recovery site.
2. "Downtime" means the Total Minutes in the Month during which the Production Environment is not available, except for Excluded Downtime.
3. "Excluded Downtime" means Total Minutes in the Month attributable to:
 - (i) Scheduled Maintenance Windows;
 - (ii) SaaS Service updates;
 - (iii) Content provided by Third Party Content Vendors;

- (iv) Unavailability caused by factors outside of WFS's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised, including, without limitation, a Force Majeure event.

4. "Month" means a calendar month.
5. "Total Minutes in the Month" are measured 24 hours at 7 days a week during a Month.
6. "Scheduled Maintenance Windows" means a window of time during which the SaaS Service may be down for maintenance, which window is (a) 3:00 am Sunday to 4:00 am Sunday U.S. Eastern Time for the US and Canada data centers; (b) 3:00 am Sunday to 4:00 am Sunday Central European Time for the European data centers; (c) 3:00 am Sunday to 4:00 am Sunday Australian Eastern Time for the Asia Pacific/Australia data centers; (d) for an extended maintenance window in which case the customer will be notified at least ten (10) business days in advanced; and (e) a maintenance window scheduled with the customer to perform maintenance or updates to the customer's Production Environment.
7. "System Availability Percentage" means the average percentage of total time during which the Production Environment is available to Customer and is calculated as follows:

$$\text{SystemAvailabilityPercentage} = \left(\frac{\text{TotalMinutesInTheMonth} - \text{Downtime}}{\text{TotalMinutesInTheMonth}} \right) * 100$$

8. Data collection terminals will continue to accept swipes during system downtime and swipes will be uploaded when the Online System becomes available.
9. If Customer elects to have any services provided by a third party, WFS shall have no liability for any defect or failure of the SaaS Service caused by such third-party services, and Customer shall not be entitled to any reduction in fees for the SaaS Service. WFS may deny access to the SaaS Service to any third party which WFS determines in its sole discretion poses a security risk or other risk to WFS systems, data or intellectual property.
10. Customer shall notify WFS in writing at least sixty (60) days in advance of any period when it reasonably believes the number of Active Employees or peak usage transaction volume to the SaaS Service may increase by more than 20% over the prior thirty (30) day period and at least ninety (90) days in advance if it expects more than a 50% increase. Failure to provide such notification shall release WFS of the Uptime and Support Estimated Resolution Times obligations herein for a period of ninety (90) days from the date such increase occurred.
11. The Uptime Commitment does not apply in the first thirty (30) days of use in a Production Environment, during which time WFS may need to tune the environment for Customer based on its actual usage patterns.
12. The Uptime Commitment does not apply during a Force Majeure event and shall be reinstated again only after service has been fully restored at the primary facility.
13. Access to archived or backup data, if available, will be quoted to Customer, provided as a Global Service, and may be made available as a database extract or in a separate environment.

CREDITS IF WFS FAILS TO MEET THE UPTIME COMMITMENT

If Customer provides written notice to WFS of WFS's failure to satisfy the Uptime Commitment within thirty (30) days of the end of a month, WFS will credit to Customer 2% of Monthly Subscription Fees for each 1% below SLA, not to exceed 100% of Monthly Subscription Fees.

EXHIBIT B – SUPPORT PLAN DESCRIPTIONS

A. Estimated Service Levels

Support Ticket Type	Initial Response Times	
Severity Level 1	1 Hour from Initial Request (24x7)**	
Severity Level 2	2 Hours from Initial Request (24x7)**	
Severity Level 3	1 Business Day from Initial Request*,**	
Support Ticket Type	Estimated Resolution Times	
	WorkForce Suite (excluding WorkForce Forecasting and Scheduling and DCTs)	WorkForce Forecasting and Scheduling
Severity Level 1	4 Hours from Initial Response	1 Day from Initial Response
Severity Level 2	1 Business Day from Initial Response	1 Month from Initial Response
Severity Level 3	3 Business Days from Initial Response*	2 Months from Initial Response*

*Excepting requests that require a patch or new functionality.
**Standard support Customers: 85% commitment to achieving response SLA guarantee.
**Premium support Customers: 98% commitment to achieving response SLA guarantee.

B. Severity Level Definitions

- **Severity Level 1:** Production application services are down and no workaround is immediately available. All or a substantial portion of the application or critical data is unavailable or at a significant risk of loss or corruption. Business operations have been severely disrupted. Severity 1 support requires the client to have dedicated resources available to work with WFS on the issue on an ongoing basis while the issue is active.
- **Severity Level 2:** Major application functionality is severely impaired and a temporary workaround is available. Application services are impaired however continue to function without an immediate impact to the critical components of the application. Long term issues may occur if not addressed however are not imminent. A major business milestone is at risk.
- **Severity Level 3:** All other issues not categorized as Severity Level 1 or 2. A Severity Level 3 issue is an issue that results in a non-critical loss of application services or functionality. A workaround may or may not be available that allows the user to continue to use the non-critical application functionality. Severity Level 3 does not include new enhancements to any WFS product.

C. General Plan Definitions, Hours and Availability

- Response time is the time from Customer’s call into WFS until a return call is provided.
- WFS support will make analysts available for phone contact Monday through Friday from 8:00 am – 6:00 pm during the business hours observed in Customer’s time zone (where Customer’s headquarters are

located), excluding the holidays listed below. For the purposes of this document, those business hours will be described as “Standard Support Call Times.”

- WFS and its support staff observe public holidays of England, New South Wales or U.S federal holidays. No live support is offered to Customer on those days, except for Severity Level 1 and Severity Level 2 issues.
- WFS provides Live Phone Support coverage for critical issues outside of Standard Support Call Times as defined below:

24 x 7 Live Phone Support	
Severity Level 1	Included
Severity Level 2	Included
Severity Level 3	Will be addressed according to the Estimated Resolution Target

- WFS may modify the service levels, fees, and offerings of any Support Plan, but such changes shall not apply to the Support Plan for the current Support Period.
- WFS support will address reported “defects” to WFS applications, which result in a loss of previously available functionality and performance.
- New enhancements, including, but not limited to paycode, pay rules, accrual banks, holiday policies, etc. will be routed to WFS’s Service Request Department for completion.
- All Global Services will be directly invoiced to customer as Billable Technical Support at the applicable hourly rate after services have been rendered.
- All enhancement requests estimated over sixteen (16) hours will require the generation of a Statement of Work defining the project scope and will be assigned a WFS project manager.
- Customers selecting Standard Support are able to elect up to six (6) Support contacts and understands that a minimum of two (2) contacts must be Level 1 Certified at all times. Premium Support Customers are able to elect up to ten (10) Support contacts and understands that a minimum of two (2) contacts must be Level 2 Certified at all times.
- Standard Support Customers are granted two (2) free registrations, based on products purchased, to:
 - Customer Certification Level 1: Time and Attendance Troubleshooting or Customer Certification Level 1: Forecasting and Scheduling Troubleshooting
- Premium Support Customers are granted two (2) free registrations to Customer Support Level 1 courses listed above and the following Level 2 courses identified below, based on products purchased:
 - Customer Certification Level 2: Time and Attendance Configuration Maintenance or Customer Certification Level 2: Forecasting and Scheduling Administration
- Once the Customer has utilized it’s two (2) free registrations as described above, any other registrations are billed at market price. For clarity, any renewal terms are not granted additional free registrations.

- Customers without either Standard or Premium Support Plans must pay the market price for Customer Certification courses.
- Certified Contact will be defined as support contacts that have successfully completed Level 1: Time and Attendance Troubleshooting and/or Forecasting and Scheduling Troubleshooting and/or Level 2: Time and Attendance Configuration Maintenance and/or Forecasting and Scheduling Administration.
- Customer Certification Level 1: Time and Attendance Troubleshooting and Customer Certification Level 1: Forecasting and Scheduling Troubleshooting are prerequisites for Customer Certification Level 2: Time and Attendance Configuration Maintenance and/or Customer Certification Level 2: Forecasting and Scheduling Administration respectively.
- Customer's uncertified contacts will have access to WFS support staff to report only Severity Level 1 or 2 incidences.
- Certified Contacts are required to request and approve all alterations of the Service.
- New WFS Customers: the named certified contacts shall be selected by Customer and shall complete the Customer Certification Level 1: Time and Attendance Troubleshooting or Customer Certification Level 1: Forecasting and Scheduling Troubleshooting course within one hundred eighty (180) days of the Agreement Effective Date and Customer Certification Level 2: Time and Attendance Configuration Maintenance or Customer Certification Level 2: Forecasting and Scheduling Administration within sixty (60) days of implementation "Go Live".
- Renewal Customers: the named certified contacts shall be selected by Customer and shall complete the WorkForce Certification Process within sixty (60) days of the agreement Effective Date.
- Certification remains valid for two (2) years and must be renewed within sixty (60) days of the anniversary of the certification Effective Date.
- If any of the named certified contacts are replaced by the Customer, the newly named contact(s) shall complete the appropriate WorkForce Certification Process within sixty (60) days of being selected.
- Customers electing the Premium support plan will receive a twenty (20) percent discount on WFS's standard rates for all post implementation "Go Live" Services. The foregoing discounts shall not apply to any Managed Services.
- Premium Support Plan Customers will receive a twenty (20) percent discount on VISION registration fees and one (1) Health Check Service per schedule term, as requested, starting upon the schedule effective date.
- Health Check Service is defined as an in-depth analysis of the configuration/environment where WFS consults with the customer, conducts interviews and provides an executive summary of recommendations.
- Premium support plan Customers will be provided access to WFS's Compliance Portal.
- Additional terms and conditions, which can be accessed via web pages from within the Compliance Portal, shall apply to Customer and remain in full effect throughout the full term of this Schedule.

D. Data Collection Terminals (if applicable)

- “DCT” shall mean the data collection terminal(s) rented or purchased under an applicable Schedule. If the DCT is rented by the Customer under a Hardware Rental Schedule, the term of the DCT Support Plan shall match the term of the rental. If the DCT is purchased by the Customer under a Hardware Purchase Schedule, the term of the DCT Support Plan shall be listed in the applicable Schedule, subject to any renewal terms.
- DCT Severity Level Definitions:
 - Severity Level 1: A critical problem that renders one or more key functions of the DCT unusable, no reasonable work around exists, and for which immediate resolution is required to meet processing deadlines.
 - Severity Level 2: Any other critical problem that renders one or more key functions unusable.
 - Severity Level 3: Any other problem with the DCT that is not at the Severity 1 or Severity 2 level.
- Both Support Plans cover the cost of parts, labor, and shipping to Customer’s facility for any covered repairs for manufacturer’s defects and manufacturer’s workmanship of the DCT. Customer is responsible for shipping charges to WFS. To make a support claim, Customer shall first contact WFS and speak to the WFS support department. After diagnosis and upon authorization, Customer will be provided shipping instructions to return the unit to WFS for repair.
 - Under Standard Support, WFS repairs the DCT, or if in its opinion such repair cannot be made, it will provide a replacement DCT. Repairs are generally completed within 5-10 business days. WFS makes no delivery guarantees for delays caused by international shipping or customs. WFS will return units to the Customer at no charge via ground shipping. Alternate shipping methods may be selected by the Customer at an additional charge.
 - Under Premium Support, WFS ships a replacement DCT overnight at no cost to Customer the same business day (or the next business day for calls after 3 pm Eastern Time). WFS makes no delivery guarantees for delays caused by international shipping or customs. Customer ships the faulty DCT to WFS concurrently via ground shipping. If the faulty DCT is not received within ten (10) business days, Customer will be invoiced for the DCT shipped.
- The Support Plans only cover repairs or replacement units of the same type and model. If parts or replacement units are not available, a next generation DCT will be provided.
- Customer shall be responsible for all set up and maintenance of the DCT’s on Customer site. WFS will not provide installation assistance under either Support Plan.
- Notwithstanding anything to the contrary contained herein, in no event shall any Support Plan for DCT extend or be effective beyond six (6) years from the Effective Date except upon mutual agreement of the parties.
- Discounts and replacement options do not apply to IVR systems. Contact WFS for additional information on IVR.

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- Normal wear and tear and intentional damage to equipment is excluded and fees for such DCTs will be chargeable to Customer at WFS's standard charges for parts and labor upon receipt of any such DCT. WFS makes no representations on the availability of parts or replacement units. WFS reserves the right to deliver new DCTs, repaired DCTs, or refurbished DCTs at its option for any covered repair. WFS's obligation shall be subject to our determination that the DCT has not been modified, serviced, or repaired by any other party and that the product was installed and operated within the product specifications for its intended use. Any misuse, negligence, accident, abuse, or alteration of a serial number will void the support obligations. The Support Plan extends solely to the original purchaser of the DCT and all claims must be made by the Customer.
 - THE SUPPORT PLAN EXPRESSLY PROVIDED HEREIN IS THE SOLE WARRANTY AND OBLIGATION OF WFS WITH RESPECT TO THE DCT. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED ARE HEREBY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WFS BE LIABLE FOR ANY LOSS OR INJURY TO EARNINGS, PROFITS, OR GOODWILL OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF WFS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WFS'S LIABILITY SHALL IN ANY EVENT BE LIMITED TO THE REPAIR, REPLACEMENT, OR IF NEITHER IS FEASIBLE, A REFUND OF THE RENTAL FOR THE PERIOD THE DCT IS NOT FUNCTIONING OR THE PURCHASE PRICE OF THE DCT AS APPLICABLE.
 - The Support Plans provide for full intellectual property indemnification of Customer for the DCT and the DCT Software while under support, per the indemnification provisions of the Agreement.

EXHIBIT C - DATA PROTECTION

WFS will adhere to best practice standards in security risk management for the SaaS Service.

1. Data Protection Planning and Management

- 1.1. Data Protection Program - WFS will implement and maintain a data protection strategy, program, policies, and initiatives to ensure the security, privacy and relevant regulatory requirements are updated and met consistently.
- 1.2. Risk Assessment and Treatment - The Information Security function in association with the Legal function will have developed an enterprise-wide risk management program that integrates governance, risk management, and compliance at all key operational levels such as: security, privacy, regulatory requirements, business operations, customers' requirements, etc.
- 1.3. Data Protection Policies - WFS will develop and implement data protection policies and standards that apply to all employees, contractors, part-time and temporary workers to perform work on company premises.
- 1.4. Security and Privacy Awareness Training Program - An awareness training methodology will be in place to ensure that WFS's policies and standards are being adhered to by employees, contractors, part-time and temporary workers.
- 1.5. Code of Conduct and Acceptable Use Policy - WFS will ensure that all employees, contractors, part-time and temporary workers processing, having access to, or managing Customer data as well as working directly with customers adhere to a Code of Conduct and Acceptable Use Policy.
- 1.6. Regulatory Requirements and Industry Best Practices - WFS will exercise due diligence to ensure compliance with various regulatory requirements. In addition, WFS will provide Customer evidence of compliance with SSAE 16, SOC 2 and other industry standard requirements as applicable.
- 1.7. WFS will ensure that its data protection program includes the use of appropriate vulnerability scanning tools and techniques to scan for vulnerabilities in its information systems that impact Customer data. Scanning activities will be scheduled to avoid interference with Customer' operations and network traffic.

2. Physical and Environmental Security

- 2.1. Alternate Secure Site - WFS will identify an alternate secure site for the storage of information system backup media.
- 2.2. Physical Access Points - WFS will control all physical access points (including designated entry/exit points) to facilities containing information systems and issues appropriate authorization credentials for personnel with authorized access to facilities containing information systems (except for those areas within the facilities officially designated as publicly accessible). WFS will ensure that third-party colocation providers meet WFS minimum standards for access security, but that actual management of that security will be performed by the colocation provider.
- 2.3. Eavesdropping prevention - WFS will control, using commercially reasonable standards, the physical access to information system transmission lines carrying unencrypted or unencrypted information to prevent eavesdropping, in-transit modification, disruption, or physical tampering.

3. Operational Procedures and Responsibilities

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- 3.1. Change Management - WFS will use commercially reasonable standards to manage changes to information systems within our control.
 - 3.2. Separation of Duties - WFS's information system will enforce separation of duties through assigned access authorizations.
 - 3.3. Malicious Software Prevention - Appropriate controls (anti-virus software, anti-malware, patch management) will be implemented to detect, remove and to prevent the introduction or spread of unauthorized software, malicious software, and other malware.
 - 3.4. Backup Management - WFS will adhere to best practice standards with regards to backups of data and information systems. Backups will be recovered in a timely manner in case of system failures.
 - 3.5. Media Management - Appropriate controls over media creation, storage and disposal will be in place to protect Customer data from unauthorized access.
 4. Network Security Management
 - 4.1. Attack Prevention - WFS will employ adequate measures to protect the networks hosting information systems against or limit the effects of attacks by unauthorized users.
 5. Online Transactions – Data Encryption
 - 5.1. Encryption Mechanisms - Controls to ensure the use of encryption mechanisms, preventing unauthorized disclosure of information, will be used by WFS to satisfy data protection requirements. Such controls will ensure data is protected while being transmitted and at rest unless protected by alternative physical measures.
 6. Online Transactions – Information Integrity
 - 6.1. Unauthorized Changes - WFS's information system will use its best efforts to protect against unauthorized changes to information.
 7. Monitoring
 - 7.1. Access Monitoring – Authorized and unauthorized access to WFS's information system will be monitored.
 8. Access Control
 - 8.1. NDA - All contractors, consultants, and temporary employees of WFS will sign the WFS Non-Disclosure Agreement.
 - 8.2. Account Review – WFS will review user accounts accessing customer data on a regular basis. Frequency will be based on application risk and data classification. Inactive accounts will be deactivated following WorkForce Software policies and standards.
 - 8.3. Separation of Duties - WFS's information system will use commercially reasonable efforts to enforce separation of duties through assigned access authorizations.
 - 8.4. Least Privilege - The information system will use commercially reasonable efforts to enforce the most restrictive set of rights/privileges or accesses needed by users for the performance of specified tasks.
 - 8.5. Need-to-know Only Principle - WFS will use commercially reasonable efforts to ensure that the use of data by end-users is based on the need-to-know only principle.
 - 8.6. Password Use - All WFS users will be required to change passwords, avoiding re-using or cycling old passwords, and at regular intervals of 90 days or whenever there is any indication of possible system

or password compromise. Users will be trained to keep passwords confidential. There will be no sharing of user accounts and passwords among employees, contractors, part-time and temporary workers.

- 8.7. Unattended User Equipment - WFS's information system will provide mechanisms for locking sessions either user initiated or automatically controlled by locking the session after a maximum of 15 minutes of inactivity.
- 8.8. Privileged Password Management - Privileged access for network, system or application functions in production system will be controlled and restricted to as few personnel as operationally feasible. Default password or other embedded security bypass mechanism from manufacturer will be changed or disabled.

9. Information Systems Acquisition, Development and Maintenance

- 9.1. Continuous Monitoring - Information resources will be used to identify and maintain awareness of relevant technical vulnerabilities.
- 9.2. Periodic Maintenance - WFS will schedule, perform, and document routine preventative maintenance on the components of the information system in accordance with manufacturer or vendor specifications and/or agreed to Customer requirements.

10. Information Security Incident Management

- 10.1. Incident Response Procedures - WFS will develop, implement and maintain formal, documented procedures to facilitate the implementation of the incident response policy and associated incident response controls.
- 10.2. Incident Response Notification - WFS will inform Customer of a security or privacy breach within 24 hours of confirmation of said breach.

11. Business Continuity Management

- 11.1. Contingency Plan - WFS will have a contingency plan for the information system addressing contingency roles, responsibilities, assigned individuals, and activities associated with restoring the system after a disruption or failure.
- 11.2. Contingency Planning Procedures - WFS will develop, implement and maintain formal, documented procedures for contingency planning and associated controls.

EXHIBIT D – PRIVACY COMMITMENTS

Our privacy program governs how we collect, use and manage customers' information – ensuring the confidentiality of Personally Identifiable Information stored and processed in our products, as well as protecting and securing that information.

DEFINITIONS

“Personally Identifiable Information” or “PII” means any information relating to an identified or identifiable natural person (“data subject”); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

“Data Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of processing of personal data. The customer is the Data Controller.

“Data Processor” means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller. WFS is the Data Processor.

1. Notice

Personally Identifiable Information stored and processed using our cloud-based products, such as WorkForce Suite and WFS Suite are uploaded and processed by the Customer, who owns all title, rights, and interest to that data. WorkForce Software does not collect or personal data for its own use in our cloud-based products.

Customers are responsible for complying with any regulations or laws that require providing notice, disclosure and/or obtaining consent prior to transferring the data to WorkForce Software for processing purposes. WorkForce Software is not responsible for providing notice, disclosure and/or obtaining consent prior to the customer transferring the data to WorkForce Software for processing.

2. Choice

WorkForce Software retains PII according to the timeframes set forth in the relevant Customer agreement. Individuals who would like to request that their personal data not be used for specific purposes or disclosed should contact the Customer. The customer is responsible for determining if opt-in or opt-out options are required for its employees.

3. Accountability for Onward Transfer

WorkForce Software processes Customer Data under the direction of its Customers, and has no direct control or ownership of the PII it processes. WorkForce Software will not transfer PII to third-parties without first receiving written permission from the customer.

4. Security

WorkForce Software will take reasonable and appropriate measures to protect personal information from loss, misuse, and unauthorized access, disclosure, alteration and destruction, taking into due account the risks involved in the processing and the nature of the personal data.

5. Data Integrity and Purpose Limitation

In the normal course of using the WorkForce Software SaaS Service, Customers will input electronic data into the WorkForce Software systems ("Customer Data"). The use of information collected through our service shall be limited to the purpose of providing the service for which the Customer has engaged WorkForce Software. WorkForce Software may access Customer Data for the purposes of providing the Service, preventing or addressing service or technical problems, responding to support issues, responding to Customer's instructions or as may be required by law, in accordance with the relevant agreement between Customer and WorkForce Software.

WorkForce Software will not process PII in a way that is incompatible with the purposes for which it has been collected or subsequently authorized by the customer.

6. Access

Individuals who seek access or who seek to correct, amend or delete inaccurate data uploaded and maintained by the customer should contact the Customer. The customer is responsible for correcting, amending, or deleting that personal information where it is inaccurate. In some instances, the Customer may have enabled the individual to perform these updates themselves through the WorkForce Software cloud-based product. If the Customer requests WorkForce Software to modify or remove the data to comply with data protection regulations, WorkForce Software will respond to the Customer's request within 30 days.

WorkForce Software will refer any request for disclosure of personal data by a law enforcement authority to the Customer. WorkForce Software may, where it concludes that it is legally obligated to do so, disclose personal data to law enforcement or other government authorities. WorkForce Software will notify Customer of such request unless prohibited by law

7. Recourse, Enforcement and Liability

WorkForce holds its employees and agents accountable for maintaining the trust that our customers place in our company. WorkForce will conduct periodic assessments to validate its continued adherence to this privacy policy.

In the case that WorkForce obtains knowledge of use or disclosure of information not in accordance with the Web Privacy Policy, WorkForce will take the following reasonable steps to stop the use or disclosure:

1. WorkForce Software will formally contact the relevant party and instruct them to stop using the data inappropriately and/or destroy the data. WorkForce Software will advise the relevant party on appropriate use and disclosure of information in accordance with the Privacy Policy.

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2. If the relevant party continues to use or disclose the information inappropriately, WorkForce Software will take legal actions to prevent the continued misuse of information. WorkForce Software will also remove the information from its database to prevent further misuse.”

Any privacy disputes that arise between the customer and a customer employee must be resolved by the customer.

If you have any questions or concerns regarding these privacy commitments, please contact us.

Privacy Compliance Officer
WorkForce Software, LLC
38705 7 Mile Road, Suite 300
Livonia, MI 48152
Phone: 877.493.6723
Email: privacy@workforcesoftware.com

EXHIBIT E - WORKFORCE DATA RETENTION POLICY

WorkForce Software will retain only three (3) years of Customer Data in the SaaS environment. WFS Customers will be notified ninety (90) days prior to the data purge operation. If the Customer does not confirm acceptance of the data purge prior to the end of the ninety (90) days, WorkForce Software shall not purge the data and shall instead charge the Customer data storage fees according to this policy but on a monthly basis, to be invoiced monthly in arrears. Customer shall be required to give thirty (30) days' written notice prior to terminating the data storage service herein. Options for Customers who desire to retain their historical data are listed below:

1. Customers may request from WorkForce Software a backup of their data prior to the purge operation, in a mutually agreed upon format and delivery method or a standard CSV formatted data dump which they may download and retain via SFTP no more than once per year at no cost.
2. Customers may elect to have WorkForce Software retain their data online in the SaaS environment for an incremental five percent (5%) per year of their annual SaaS subscription. For example, for years 1 to 3 the cost to the customer to store all production data is included in the standard SaaS fees. For each subsequent year the customer will pay an incremental five percent (5%) per year for additional data retained. Therefore, a customer for whom WorkForce Software retains 7 years of data will pay an additional 5% for year 4, 10% for year 5, 15% for year 6, 20% for year 7 over their standard SaaS fee.

EXHIBIT F – THIRD PARTY SERVICES

1. Definitions

- 1.1. “Regulatory Content and Data” means legal or regulatory content, reference materials, or data supplied by Third Party Content Vendors as a function of select optional Third Party Services.
- 1.2. “Third Party Content Vendors” means CCH Incorporated, its licensors and Affiliates, and any other firm which provides regulatory content, data or legal reference materials in the SaaS Service.
- 1.3. “Third Party Services” means term-based ancillary services provided by third parties which may involve internet or phone delivery including, but not limited to, the Regulatory Update Service, Compliance Portal, IVR, Text Messaging and Mobile Services and which, if ordered by Customer, will be included on an applicable Schedule. Third Party Services shall be governed by this Exhibit F. Terms of this Exhibit F supersede the terms in the Agreement with regards to any Third Party Services.

2. Terms and Conditions

- 2.1. WFS shall provide access to the Third Party Services specified in the Schedules for the term specified and for the fees indicated. Any usage of the Subscription Service in excess of the amounts specified in the Schedules shall be billed to the Customer as incurred at 125% of the unit prices specified in the Schedule. Third Party Services are non-cancelable and non-refundable for the term specified. At the end of the term specified, the Third Party Services shall automatically renew for additional one-year periods unless either party provides written notice to the other at least sixty (60) days prior to the end of the then current term. The per-unit pricing during any such renewal term increase by 5% per year over the base prices listed in the Schedules for the relevant services in the immediately prior term. Customer may be required to use a compatible version of the SaaS Service to access the Third Party Services. Such use of the Third Party Services shall be restricted to Customer’s employees, contractors, and other authorized users and Customer shall take necessary steps to prevent unauthorized use of the Third Party Services by third parties using its passwords and shall be liable for any such unauthorized use.
- 2.2. Third Party Services, including the Leave Regulation Update Service, may involve services and materials provided by third parties (“Third Party Services” and “Third Party Providers” respectively) including legal and related content (the “Regulatory Content”). The Regulatory Content may be provided by the Third Party Providers and/or by WFS. Access to the Regulatory Content and Third Party Services may involve additional terms and conditions, which can be accessed via the web pages of the Third Party Providers. WFS will make commercially reasonable efforts to communicate any policies, requirements, or guidelines of those third parties to Customer. Customer agrees to be bound to such additional terms and conditions. ANY ACTUAL OR ALLEGED VIOLATION OF A THIRD PARTY POLICY, REQUIREMENT, OR GUIDELINE BY CUSTOMER MAY RESULT IN A TERMINATION OF SERVICE AND IS CUSTOMER’S RESPONSIBILITY.
- 2.3. Customer acknowledges that the Third Party Service may be subject to limitations, delays, and other problems which are beyond the control of WFS and that WFS shall have no liability for any delays, failures, or unavailability resulting from such problem. Notwithstanding anything else in this Agreement, in the event that a Third Party Service fails or is not available, WFS sole and exclusive liability of WFS in any way related to such unavailability of the Third Party Service will be to return

the fees paid for the Third Party Service for the period of time the service was unavailable. This Section survives the termination of the Agreement.

- 2.4. Notwithstanding anything else in the Agreement, including, but not limited to, claims for breach of confidentiality and data security, or Intellectual Property Right infringement, (a) WFS and Third Party Providers shall have no liability whatsoever for the Regulatory Content and Third Party Services and does not provide any warranties, (b) WFS assumes no responsibility regarding Customer Data used in any text messages as part of a Third Party Service. Customer understands that such data will not be encrypted, and agrees to not send Social Security numbers, national identification numbers, payroll information, or other data considered sensitive in nature via text messages, (c) the Regulatory Content and Third Party Services are the copyrighted materials of WFS, the Third Party Providers or its licensors and they exclusively reserve all rights and interests in such, and (d) THE THIRD PARTY PROVIDERS SHALL HAVE NO LIABILITY TO THE CUSTOMER, AND (e) THE REGULATORY CONTENT AND THIRD PARTY SERVICES ARE PROVIDED ON AN "AS, IS" BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND (f) THE THIRD PARTY PROVIDER AND WORKFORCE DISCLAIM ALL WARRANTIES WITH RESPECT TO THE REGULATORY CONTENT AND THIRD PARTY SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, UNINTERRUPTED USE, TITLE, QUIET ENJOYMENT AND INFORMATION COMPLETENESS, CURRENCY OR ACCURACY. TO THE EXTENT SUCH DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. This Section survives the termination of the Agreement.
- 2.5. Access to the Compliance Portal (if ordered by Customer) may involve additional terms and conditions, which can be accessed via web pages from within the Compliance Portal. If Customer does not agree with such additional terms and conditions within thirty (30) days of delivery of the Compliance Portal, it may terminate the order for the Compliance Portal and WFS shall return all fees related to the Compliance Portal.

3. Additional Terms and Conditions – Text Messaging Services

- 3.1. WFS is not responsible for any fees incurred as a result of text messages received by Customer employees regardless of whether or not such employees authorize the use of the text messaging service. WFS shall not be responsible for the content of any text messages sent to Customer employees. Customer shall indemnify and hold harmless WFS against all employee claims resulting from Customer's use of the text messaging service.
- 3.2. Customer shall not attempt to use the Text Messaging Services to access or allow access to Emergency Services. WFS and the Third Party Provider disclaim all liability arising from such use. Neither WFS nor its Third Party Provider and representatives will be liable under any legal or equitable theory for any claim, damage, or loss arising from or relating to the inability to use the Text Messaging Services to contact emergency services. Customer shall ensure that the Text Messaging Services provided hereunder are used in accordance with all applicable laws, regulations and third party rights, as well as the terms of this Agreement, including the Third Party Provider's Acceptable Use Policy, which is hereby incorporated into this Agreement and any data protection statute, regulation, order or similar laws. Except as allowed by applicable law, with respect to any software provided to Customer hereunder, Customer will not reverse engineer, decompile, disassemble or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive the source code of such software.

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- 3.3. WITHOUT LIMITING WFS'S EXPRESS OBLIGATIONS HEREUNDER, WFS AND THE THIRD PARTY PROVIDER HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES RELATED TO THIRD-PARTY EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE. TEXT MESSAGING SERVICES AND PROPERTIES ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW.
- 3.4. WFS and/or Third Party Providers exclusively own and reserve all right, title and interest in and to the Text Messaging Services and related materials provided by WFS or Third Party Provider. All terms and conditions contained within the Agreement related to ownership and confidentiality shall extend equally to the property and information of Third Party Providers.
- 3.5. EXCEPT FOR LIABILITY ARISING FROM VIOLATIONS OF SECTION 3.1, 3.2, OR SECTION 3.4 OF THIS EXHIBIT, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL WFS, CUSTOMER OR THIRD PARTY PROVIDERS BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- 3.6. EXCEPT AS DESCRIBED IN THIS SECTION 3.6, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL WFS OR THIRD PARTY PROVIDER BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES, COSTS, OR LIABILITIES IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER FOR THE TEXT MESSAGE SERVICES DURING THE TWELVE MONTHS PRECEDING THE INCIDENT OR CLAIM. THE FOREGOING LIMITATION WILL NOT APPLY TO EITHER PARTY'S OBLIGATIONS UNDER SECTION 3.4 OF THIS EXHIBIT.
- 3.7. THE PROVISIONS OF THIS EXHIBIT ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND THE PARTIES HAVE RELIED ON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.



WORKFORCE SOFTWARE SAAS SERVICES SCHEDULE

This schedule ("Schedule") is made a part of the WorkForce Software SaaS Agreement (the "Agreement") between WorkForce Software LLC ("WFS") and the "Customer" as defined herein.

Customer: City of Roseville	Schedule Effective Date: 6/17/2020
Address: 311 Vernon Street	Commencement Date: 10/1/2020
Roseville, CA 95678	Service Term: 5 years from Commencement Date

Product Line	Service/Item Ordered	Description	Quantity	List Unit Price	Customer Discounted Unit Price	Extended Amount	Payment Terms
SaaS Bundles							
WT&A	1. WorkForce Time	Base Time and Attendance – Timesheets, Basic Schedules, Absences, Calculations, Period Processing.	2000	\$60.00 PEPY	\$50.00 PEPY	\$100,000.00	Minimum Amount Due: \$100,000/yr. times 5 annual payments = \$500,000.
WT&A	2. WorkForce Advanced Scheduler	Job-based Scheduler, Skill and Constraint Scheduler, Event-based Scheduler, Call-out and Canvassing, Overtime Equalization	2000	\$60.00 PEPY	Included in PEPY above	Included in the above	Payments are due annually in advance, with the first payment invoiced on the Commencement Date.

WORKFORCE SOFTWARE SAAS SERVICES SCHEDULE

WT&A	3. WorkForce Absence Compliance Tracker	Leave Determination, Active case Management, Policy Compliance, Leave Regulation Update Service (United States and Canada)	2000	\$24.00 PEPY	Include in PEPY above	Included in the above	Overage Fees will be calculated for additional Active Employees in the Production Environment. WFS will invoice Customer monthly in arrears for each additional Active Employee.
WT&A	4. Report Authoring Tool	3 Named User	3	\$350.00 PNUPY	\$0.00 PNUPY	\$0.00 PNUPY	
	Third Party Services						
	5. One Touch Call Out	One Touch Call Out Extension for WorkForce AS – North America Only	1000	\$24.00 PEPY	\$12.00 PEPY	\$12,000.00	
	SUBTOTAL					\$560,000/term	Plus Overage Fees, if any
	Environment / Setup / Miscellaneous Fees						
WT&A	6. Setup Fee	Setup of production and additional environments	1	\$25,000.00	\$25,000.00	\$25,000.00	Invoiced on Schedule Effective Date.
WT&A	7. Test Environment	Additional environment	1	N/C		\$0	
WT&A	8. Development Environment	Additional environment	1	N/C		\$0	
WT&A	9. Environment Refreshes	Duplicate data between any environments.	1 per year	N/C		\$0	
	10. Support Plan	Standard Support	1	N/C		\$0	

WORKFORCE SOFTWARE SAAS SERVICES SCHEDULE

	AMOUNT DUE – FIRST YEAR					\$137,000.00	
	TOTAL AMOUNT DUE					\$585,000.00	Plus Overage Fees, if any

Definitions

PM = Per Month | PEPY = Per Employee Per Year | PIPY = Per Item Per Year | PNUPY = Per Named User Per Year | PMIN = Per Minute
PSEC = Per Second

Terms and Conditions

The following Terms and Conditions shall apply to the services and items ordered on this Schedule and are included by reference herein.

1. Usage of the applications and extensions herein shall be measured by Active Employee unless specified otherwise. “Active Employee” or “Employee” means an employee, leased employee, contractor, or sub-contractor, or equipment that has employee records with an active status within the SaaS Service. All employees terminated within the Customer HRIS system shall retain an active status within the SaaS Service for a period of thirty (30) days or as otherwise set forth in the applicable Statement of Work. Such post-termination active status within the SaaS Service shall be for a period sufficient to account for the final, post-termination processing of employee data.
2. “Named User” is an individual authorized by Customer to use the particular application or service regardless of whether the individual is actively using the program or service at any given time.
3. The Report Authoring Seat and associated ability to view reports may only be used if the reports created or viewed contain data generated by the SaaS Service.
4. Although WFS may provide access to Customer to modules other than those subscribed to above, Customer may use only the modules of the SaaS Service specified in this Schedule.
5. One (1) Production Environment shall be provided in addition to any other non-Production Environments specified in this Schedule.
6. Customer Data will be hosted within the following region: United States

All capitalized terms used in this Schedule have the meanings set forth herein or as specified in the Agreement. Execution of this Schedule represents the acceptance by Customer and WFS of all terms set forth herein. Except as expressly set forth or modified herein, all terms of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Schedule and of the Agreement, the terms of the Agreement shall control.

WORKFORCE SOFTWARE SAAS SERVICES SCHEDULE

CUSTOMER

Date: _____

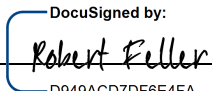
Signature: _____

Printed Name: _____

Title: _____

WORKFORCE SOFTWARE, LLC

Date: Jun-09-2020

Signature:  _____

Printed Name: Robert Feller

Title: Chief Financial Officer