



Washington State
**DEPARTMENT OF
ENTERPRISE SERVICES**

AMENDED AND RESTATED CONTRACT

No. K2336

FOR

TIME LEAVE AND ATTENDANCE SOLUTION

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

WORKFORCE SOFTWARE, LLC

AMENDED AND RESTATED CONTRACT
No. K2336
FOR
TIME LEAVE AND ATTENDANCE SOLUTION

This Washington Statewide Contract ("Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and WorkForce Software, LLC, a Delaware limited liability company ("Contractor") and is dated and effective as of December 30th, 2024 (the "Effective Date").

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including contracts, for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation dated February 26, 2013 to implement, support and maintain an enterprise time, leave and attendance information solution ("TLA Solution").
- C. Enterprise Services evaluated all responses to the Competitive Solicitation and selected the Contractor to implement the TLA Solution. The parties executed the Contract on October 8, 2013.
- D. To address the applicable industry and technology changes since the contract was executed, the parties now wish to amend and restate the Contract in its entirety as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. TERM.** The term of this Contract shall commence on the Effective Date and remain in effect until the date that no obligations remain under any Purchase Order, unless: (a) the parties mutually agree in writing to terminate the Contract; or (b) a party terminates the Contract pursuant to Section 16.
- 2. ELIGIBLE PURCHASERS.** This Contract may be utilized by any of the following types of entities (each an eligible "Purchaser"):
 - 2.1. WASHINGTON STATE AGENCIES.** All Washington state agencies, departments, offices, divisions, boards, and commissions.

2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION. Any the following institutions of higher education (colleges) in Washington:

- State universities – i.e., University of Washington & Washington State University;
- Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
- Evergreen State College;
- Community colleges; and
- Technical colleges.

2.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., public benefit nonprofit corporations as defined in RCW 24.03A.245) who receive federal, state, or local funding); and
- Federally recognized Indian Tribes located in the State of Washington.

3. SCOPE: INCLUDED HARDWARE, GOODS, AND/OR SERVICES & PRICES.

3.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to sell it's time, leave and attendance software solution, hardware, and associated professional services, including planning, implementation, maintenance, training, etc. as further detailed in *Exhibit B – Scope and Pricing*.

- (a) Goods. For purposes of this Contract, "Goods" means all Contractor's software-as-a-service offerings, together with updates and upgrades thereto, and Support Services (as defined below), purchased by Purchaser pursuant to this Contract and as identified in the Purchase Order.
- (b) Services. For purposes of this Contract, "Services" means all professional services, and associated materials produced or provided to Purchaser by Contractor as a result of such professional services ("Deliverables") pursuant to this Contract and as identified in the Purchase Order.
- (c) Specifications. Where applicable, specifications for Hardware, Goods, and/or Services are detailed in this Contract and the Purchase Order.
- (d) Hardware. For purposes of this Contract, "Hardware" means the data collection terminal(s) rented or purchased under an applicable Purchase Order. Terms and conditions governing the purchase or rental of Hardware are set forth in Exhibit G.

3.2. STATE'S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Hardware, Goods, and/or Services included in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.

3.3. **TERM OF GOODS.** The initial term of each Purchase Order for Goods shall commence on the date specified therein and shall continue for the Service Term set forth therein (the “Initial Term”). Unless otherwise set forth in the applicable Purchase Order, Purchase Orders for Goods may be renewed upon the mutual agreement of Contractor and the Purchaser (each, a “Renewal Term;” and, together with the Initial Term, the “SaaS Term”).

3.4. **PRICE CEILING.** Although Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Hardware, Goods, and/or Services at no greater than the prices set forth in *Exhibit B*, as may be adjusted pursuant to the following. The prices set forth in Exhibit B are firm and fixed for one year from the Effective Date of this Contract. Notwithstanding the foregoing, any current Purchasers under this Contract at the time of execution of this Amended and Restarted Contract shall be immediately subject to the price ceiling and annual price adjustment herein based on each Purchaser’s current fees for the Hardware, Goods and/or Services being obtained at the time of execution. Contractor may impose an annual price adjustment by submitting such in writing at least sixty (60) days prior to the annual anniversary of the Effective Date. If Contractor does not submit an adjustment during this time, Contractor waives the right to a price adjustment for that contract year; future adjustments will not include adjustment for the non-requested year. The prices shall be adjusted based upon the percent change in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Consumer Price Index (CPI) for the most recent year. All calculations for the index shall be based upon the latest version of data published as of the date of the request each year. Prices will be adjusted on the annual anniversary of the Effective Date of each year through Enterprise Services updating *Exhibit B – Prices* through this process without a Contract amendment and posting the new prices on the public facing webpage. The economic adjustment shall be calculated as follows: $\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index})$.

In addition to the foregoing, Contractor may request, at least sixty (60) days prior to the annual anniversary of the Effective Date, price adjustments to Hardware prices impacted by increases in Contractor’s costs that are beyond the Contractor’s reasonable control and which are above the economic price adjustment calculation set forth above, if any; Provided, however, that:

- Contractor must request such price adjustment in writing and justify the conditions that created increased costs that are adversely impacting Contractor’s Hardware pricing; and
- The increased costs must be beyond the Contractor’s reasonable control.

3.5. **CONTRACT INFORMATION.** Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.

3.6. **SOFTWARE.** The parties acknowledge that certain Purchasers were previously granted on-premise software licenses (“Software”) pursuant to Exhibit H – Technology Agreement, and that such terms and conditions shall continue to govern the Purchasers’ use of the Software purchased prior to the Effective Date, but shall have no other effect with regard to the Goods, Services, or Hardware purchased hereunder.

- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any Purchase Order is placed pursuant to this Contract. If, at the time of any such Purchase Order, Contractor cannot make such representations and warranties, Contractor shall not process such Purchase Order and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
- 4.2. **TAXES.** Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.3. **LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS.** Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.
- 4.4. **SUSPENSION & DEBARMENT.** Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.5. **WAGE VIOLATIONS.** Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- 4.6. **CIVIL RIGHTS.** Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.7. **PUBLIC CONTRACTS AND PROCUREMENT FRAUD.** Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.

- 4.8. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.
- 4.9. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.10. **WASHINGTON'S STATEWIDE PAYEE DESK.** Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 4.11. **CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Hardware, Goods, and/or Services or suggesting that such Hardware, Goods, and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material (other than in connection with promoting the use of this Contract with eligible Purchasers) without the prior written consent of Enterprise Services.
- 4.12. **CONTINGENT FEES.** Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 4.13. **FINANCIALLY SOLVENT.** Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Hardware, Goods, and/or Services that are the subject of this Contract.
- 4.14. **OPERATIONAL CAPABILITY.** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.
- 4.15. [INTENTIONALLY OMITTED]
- 4.16. **WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS.** Contractor represents and warrants that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related

factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of the warranty set forth in this Section 4.16 and Contractor's failure to provide satisfactory evidence of compliance with the requirements of this Section 4.16 within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

5. QUALITY; WARRANTY; REMEDIES.

5.1. [INTENTIONALLY OMITTED]

5.2. [INTENTIONALLY OMITTED]

5.3. **SERVICES WARRANTY.** Contractor warrants that: (a) Services shall be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services shall have the necessary skill and training; and (c) Services shall be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty shall survive for a period of twelve (12) months after the date when Services are completed ("Services Warranty Period").

5.4. **SERVICES REMEDY.** If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser's election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.

5.5. **GOODS WARRANTY.** Contractor warrants, that (a) Contractor has the authority to sell all Goods to the Purchasers; (b) all Goods shall not contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; and (b) the Goods will materially comply with the requirements set forth in this Contract and the applicable published Documentation therefor ("Goods Warranty").

5.6. **GOODS REMEDY.** If Goods do not comply with the Goods Warranty, Contractor promptly shall remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective Goods at no additional cost to the Purchaser. If Contractor does not remedy a breach of the Goods Warranty within a reasonable period of time mutually agreed to between Purchaser and Contractor after receipt of written notice from Purchaser, Purchaser may, without prejudice to any other rights or remedies available to it, terminate the applicable Purchase Order and receive a refund of any pre-paid unused fees.

5.7. **TECHNICAL SUPPORT.** During the SaaS Term, Contractor shall provide the support services specified in the applicable Purchase Order, and as described in *Exhibit C - Service Level and Support Plan* (the "Support Services"). Contractor may, in its sole discretion, update its Service Level and Support Plan, provided that the updated Services Level and Support Plan does not

substantially reduce Purchaser's rights as set forth in Exhibit C, and such updates shall not be applicable until the subsequent Renewal Term, if any.

5.8. **DISCLAIMER OF WARRANTIES.** The warranties set forth in the Contract constitute the only warranties of the parties in lieu of all other warranties, express, or implied, including the implied warranties of merchantability and fitness for a particular purpose.

6. SAFETY; SECURITY; CONTRACTOR REQUIREMENTS WHILE ON PURCHASER'S PREMISES. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

6.1. **REGULATORY REQUIREMENTS/SAFETY.** Goods and/or Services supplied by Contractor shall meet all applicable health, safety, and other federal, state, local, and/or tribal regulatory requirements applicable to the Goods and/or Services.

6.2. **ACCIDENT AND INJURY REPORTING.** If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly shall report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist Purchaser in any investigation of incidents.

6.3. **ON-SITE REQUIREMENTS.** As applicable, while on Purchaser's premises or while interacting with Purchaser and/or Enterprise Services' personnel, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, health, and security requirements as might be further specified in the Purchase Order ("Purchaser Requirements") and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises shall be adequately trained and at all times comply with Purchaser's Requirements.

7. SUBCONTRACTORS.

7.1. **CONTRACTOR RESPONSIBILITY.** Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) be fully liable and responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every applicable Contractor obligation set forth in this Contract; and (b) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters.. Notwithstanding anything to the contrary herein, Enterprise Services and any Purchaser hereby authorizes Contractor to engage the subcontractors set forth at <https://workforcesoftware.force.com/customers/s/article/Third-parties-sub-processors-who-store-or-process-customer-data>, as may be updated from time-to-time, to provide the Goods and Services hereunder. Contractor shall inform Enterprise Services of any addition or replacement of such subcontractors giving Enterprise Services an opportunity to object to such changes. If Enterprise Services sends Contractor a written objection notice in a timely manner (but in any event within 30 days of being notified), setting forth a reasonable basis for objection, the parties will make a good-faith effort to resolve Enterprise Services' objection. In the absence of a resolution, Contractor will make commercially reasonable efforts to provide Purchasers with the same level of service described in this Contract, without using the proposed subcontractor to process Data Controller's Personal Data. If Contractor's efforts are not successful within a reasonable time, each party may terminate

the portion of the Goods or Services which cannot be provided without the subcontractor, and the Purchaser will be entitled to a pro-rated refund of the applicable service fees.

7.2. [INTENTIONALLY OMITTED]

7.3. [INTENTIONALLY OMITTED]

8. USING THE CONTRACT – PURCHASES.

8.1. ORDERING REQUIREMENTS. Eligible Purchasers may order Hardware, Goods, and/or Services from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order (“Purchaser Order”). All Purchase Orders will reference the Contract number, and incorporate as applicable the following items:

- (a) A list of Hardware, Goods and Services and any specific Deliverables being ordered;
- (b) Complete pricing information for the Goods and Services;
- (c) Statement of Work that details: roles and responsibilities, project schedule, payment milestones, issue management plan, communication plan, description of testing and acceptance plan, the training, and key personnel, etc.;
- (d) Any specific terms that that might be applicable only to the particular Purchase Order.

The terms of this Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Contract shall prevail, unless expressly stated to the contrary in the applicable Purchase Order. Notwithstanding any provision to the contrary, in no event shall any ‘click-agreement,’ software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.

8.2. TESTING AND ACCEPTANCE OF GOODS, HARDWARE AND/OR SERVICES. If Purchaser orders Hardware and upon receipt inspection, which shall occur within thirty (30) days of receipt of the Hardware, Purchaser determines that the Hardware is damaged or is not fully operational, Contractor shall replace Hardware items at no additional cost to the Purchaser and shall cover any applicable shipping costs for such replacement. Purchaser and Contractor shall mutually agree in writing on the Purchaser Order as to the additional applicable testing and acceptance criteria, if any, for the purchased Goods, Hardware and/or Services.

9. INVOICING & PAYMENT.

9.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser’s designated invoicing contact for Hardware, Goods, and/or Services delivered under this Contract. Such invoices shall itemize the following:

- (a) Contract No. K2336;
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
- (c) Contractor’s Federal Tax Identification Number;
- (d) Date(s) of delivery;
- (e) Applicable Hardware, Goods, and/or Services;
- (f) Invoice amount; and

(g) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices shall not be processed for payment until receipt of a complete invoice as specified herein.

9.2. PAYMENT. Payment is the sole responsibility of, and shall be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Hardware, Goods, and/or Services. Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment shall not be considered late if a check or warrant is mailed within the time specified. In the event that Purchaser is more than sixty (60) days past due and/or after two (2) written notifications of a past due amount, Contractor reserves the right to suspend Purchaser's access to the Goods and/or pause performance of any Services unless and until Purchaser makes full payment of all past due fees.

9.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.

9.4. ADVANCE PAYMENT PROHIBITED. Except as authorized by law, Contractor acknowledges that advance payment for any Services and/or Hardware furnished by Contractor pursuant to this Contract is not permitted. Notwithstanding the foregoing, if a Purchaser executes a Purchaser Order that allows for advance payment, or makes any advance payment, for Services, this shall not be considered a breach of this Contract by Contractor.

9.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.

9.6. SERVICE LEVEL CREDITS. Upon written notice by Purchaser to Contractor of its failure to satisfy the Uptime Commitment of the service levels specified in the *Exhibit C - Service Level and Support Plan* (the "SLA") within thirty (30) days of the end of a month, Contractor shall credit Purchaser the fees as calculated in the SLA towards the next payment due from Purchaser. The credits provided to Purchaser shall be its sole and exclusive remedy for Contractor's failure to comply with the Uptime Commitment. Notwithstanding the foregoing, if Contractor fails to comply with the Uptime Commitment in three (3) months in any six (6) month period, Purchaser may terminate the applicable Purchase Order and receive a refund of any pre-paid unused fees.

9.7. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Hardware, Goods, and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by

jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

9.8. PAYMENT FOR GOODS. Unless specified otherwise in a Purchase Order(s) for Goods: (i) fees are based on Goods purchased in the Purchase Order(s) and Overage Fees (as defined below); (ii) payment obligations for the then-current term (Initial Term or Renewal Term) specified in each Purchase Order are non-cancelable and fees paid are non-refundable, except as set forth in this Contract; (iii) the quantities ordered under the Purchase Order cannot be decreased during the then-current term, but can be decreased at the Renewal Term if agreed upon by both parties in a new Purchase Order; and (iv) all fees quoted and payments made hereunder shall be in U.S. Dollars. The Purchase Order(s) specify how the Purchaser may use the Goods and how the usage of the Goods will be measured. Purchasers may request to amend the Purchase Order or execute a new Purchase Order at any time during the SaaS Term to increase the quantities of Goods being purchased at the cost of then-current Purchase Order per-unit prices and pay the Contractor the difference in fees for this increase for the remainder of the then-current SaaS Term. Without such amendment, any use of the Goods in excess of the amounts specified in the Purchase Order(s) shall be billed to the Purchaser monthly in arrears at 125% of the then-current per-unit prices for the particular Goods (“Overage Fees”).

9.9. TRAVEL EXPENSES. Purchaser and Contractor shall mutually agree to the reimbursement of travel expenses applicable to a particular Purchase Order. Travel expenses that do not receive Purchaser’s pre-approval will not be eligible for reimbursement. Any travel expenses have to comply with rates and allowances as detailed in the Washington State Administrating and Accounting Manual, currently available at <https://ofm.wa.gov/accounting/saam>.

10. CONTRACT MANAGEMENT.

10.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Contract. Enterprise Services’ contract administrator shall provide Contract oversight. Contractor’s contract administrator shall be Contractor’s principal contact for business activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	Contractor
Attn: Team Cypress	Attn: Shaun McDonell
Washington Dept. of Enterprise Services	WorkForce Software, LLC
PO Box 41411	38705 Seven Mile Road, Suite 300
Olympia, WA 98504-1411	Livonia, MI 48152
Tel: (360) 407-2218	Tel: 514-912-1460
Email: descontractsteamcypress@des.wa.gov	Email: smcdonell@workforcesoftware.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 10.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Contract.
- 10.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and sent by U.S. mail, postage prepaid (with a copy sent via email), or sent via email, and shall be sent to the respective addressee at the respective address and email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	Contractor
Attn: Legal Services Manager	Attn: Legal Department
Washington Dept. of Enterprise Services	38705 Seven Mile Road
PO Box 41411	Suite 300
Olympia, WA 98504-1411	Livonia, MI 48152
Email: greg.tolbert@des.wa.gov	Email: legal@workforcesoftware.com

Notices shall be deemed effective upon the earlier of receipt if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

11. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

- 11.1. CONTRACT SALES REPORTING. Contractor shall report total Contract sales quarterly to Enterprise Services, as set forth below.
 - (a) Contract Sales Reporting System. Contractor shall report quarterly Contract sales in Enterprise Services’ Contract Sales Reporting System. Enterprise Services shall provide Contractor with a login password and a vendor number. The password and vendor number shall be provided to the Sales Reporting Representative(s) listed on Contractor’s Bidder Profile.
 - (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The “Miscellaneous” option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.
 - (c) Due dates for Contract Sales Reporting. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

11.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.25 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales
invoiced (not including sales tax) x .0125.

- (b) The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services shall invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Payments must be received within sixty (60) calendar days of the invoice issue date from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference the invoice number.
- (d) Contractor’s failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, shall be cause for Enterprise Services, at its discretion, to suspend Contractor or terminate this Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor’s failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

11.3. **ANNUAL CONTRACT SALES REPORT.** Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum, the following:

- The Hardware, Goods, and/or Services sold (including, as applicable, item number or other identifier);
- Per unit quantities sold;
- Items and volumes purchased by Purchaser;
- Shipment/delivery locations by Purchaser; and

- Contract price.

This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.

12. RECORDS RETENTION & AUDITS.

- 12.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Contract or Purchase Orders placed by a Purchaser under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Contract or Purchase Orders placed thereunder that were a result of intentional over billing by the Contractor found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

13. INSURANCE.

- 13.1. **REQUIRED INSURANCE.** Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit D – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods and/or Services and no additional payment shall be made to Contractor.
- 13.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

14. CLAIMS.

- 14.1. **DAMAGES TO PURCHASER'S PROPERTY.** Contractor shall be responsible for any damage or injury to the buildings, grounds, physical property or other furnishings of Purchaser caused by Contractor's employees, representatives, subcontractors, and/or agents performing Services on-site at a Purchaser's facility. Contractor shall report the occurrence of any such damages or injuries to the Purchaser.
- 14.2. **THIRD-PARTY CLAIMS; GENERAL INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all third party claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") to the extent arising out of or relating to: (a) bodily injury, including death, and real property and tangible personal property damage arising from or resulting directly or indirectly from Contractor's or its employees', subcontractors', agents' or representatives' acts or omissions while on-site at Purchaser's location; (b) Contractor's or its employees', subcontractors', agents' or representatives' failure to comply with the terms of Purchaser Data protection and confidentiality requirements of this Contract; (c) a breach of Contractor's or its subcontractors' obligations which results in a fine or penalty to the Purchaser or Enterprise Services; or (d) Contractor's and its subcontractors' gross negligence or willful misconduct in its performance under the Contract; provided, however, that Purchaser (a) promptly notifies Contractor of any such Claim; and (b) gives Contractor all information and/or assistance in the defense thereof as Contractor may reasonably request. In no event shall Purchaser or Contractor settle any such Claim without the written consent of the other Party, which consent shall not be unreasonably withheld. The defense counsel selected by Contractor shall be reasonably accepted by the Purchaser and/or

Enterprise Services. Contractor acknowledges that as a state entity Enterprise Services is represented by the Attorney General's Office which must approve of and appoint the defense counsel to represent the State. The indemnity provisions in this Section shall not be limited by reason of any insurance coverage required under the Contract. Contractor's indemnity obligations under this Section shall be reduced to the extent Purchaser or Enterprise Services is found to have been contributorily negligent. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

- 14.3. **INTELLECTUAL PROPERTY INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods and/or Services provided, or the use of the Goods and/or Services under this Contract, provided, however, that Purchaser (a) promptly notifies Contractor of any such Claim; and (b) gives Contractor all information and/or assistance in the defense thereof as Contractor may reasonably request. In no event shall Contractor or Purchaser settle any such Claim without the written consent of the other Party, which consent shall not be unreasonably withheld. The defense counsel selected by Contractor shall be reasonably accepted by the Purchaser and/or Enterprise Services. Contractor acknowledges that as a state entity Enterprise Services is represented by the Attorney General's Office which must approve of and appoint the defense counsel to represent the State. The indemnity provisions in this Section shall not be limited by reason of any insurance coverage required under the Contract. If Purchaser's use of Goods and/or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods and/or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods and/or Services with substantially similar and functionally equivalent non-infringing Goods and/or Services. If the foregoing remedies are not feasible or not consented upon by Purchaser, Contractor shall have the right to terminate the applicable Purchase Order and refund to Purchaser any prepaid, unused amounts thereunder. In no event shall Contractor, its employees, agents, and subcontractors be liable to the Purchaser or Enterprise Services for, any alleged infringement to the extent it arises or results from: (i) a modification of the Goods or Services by anyone other than Contractor; (ii) Purchaser's use of the Goods or Services in a manner contrary to the instructions given to the Purchaser by Contractor; (iii) Purchaser's or Enterprise Services' breach of this Contract, negligence, willful misconduct or fraud; (iv) any Purchaser Data; (v) combinations of the Goods or Services with software, data or materials not provided by Contractor; or (vi) the Purchaser's use of the Goods or Services after notice of the alleged or actual infringement from Contractor or any appropriate authority.

- 15. DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference

between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

- 16.1. **TERMINATION.** This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract may be terminated by either party upon notice to the other party that a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.
- 16.2. **TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW.** Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser shall reimburse Contractor for Goods and Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser shall have no obligation or liability to Contractor.
- 16.3. **TERMINATION FOR PUBLIC CONVENIENCE.** Enterprise Services may suspend or terminate this Contract for public convenience and Purchasers may suspend or terminate applicable Purchase Orders for public convenience, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser; *Provided*, however, that such termination or suspension for public convenience must, in Enterprise Services' or Purchaser's judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination or suspension for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination or suspension for public convenience shall not relieve any Purchaser from payment for Goods/Services already performed as of the effective date of such notice. Except as stated in this provision, in the event of such termination or suspension for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- 16.4. **OBLIGATIONS – EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract: (a) all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; (b) Contractor shall promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this

Contract; and (c) Purchaser shall pay for work performed prior to termination, including if applicable, payment on a time and materials basis for any Services or Deliverables for which Contractor has not yet been paid. Notwithstanding anything contained herein to the contrary, in the event of the termination of a fixed-fee Purchaser Order for Services, Purchaser shall be billed on a time and materials basis at the then-current rates for Services for unpaid work performed as of the date of termination.

- 16.5. **DEFAULT.** Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;
 - (b) Contractor fails to timely report quarterly contract sales;
 - (c) Contractor fails to timely pay the vendor management fees when due;
 - (d) Contractor fails to maintain the insurance coverages specified herein or timely provide to Enterprise Services the Certificate of Insurance and updates thereto specified herein; or
 - (e) Contractor breaches any representation or warranty provided herein.
- 16.6. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Contract immediately by written notice of any default. Suspension shall continue until the default is remedied; *provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate this Contract.
- 16.7. **LIMITATION ON TYPES OF DAMAGES.** Notwithstanding anything to the contrary herein, the parties agree that in no event shall any party or Purchaser be liable to the other for indirect, special, exemplary or punitive damages.
- 16.8. **LIMITATION ON DAMAGES.** Contractor's aggregate liability arising out of or relating to a particular Purchase Order shall not exceed the amount paid or payable by the Purchaser under the Purchase Order from which the claim arose for the twenty-four (24) months period of Goods, or the amount of one million dollars (\$1,000,000), whichever is greater. Notwithstanding the foregoing, Contractor's liability arising out of or relating to a particular Purchaser or Enterprise Services, as the case may be, shall not exceed five million dollars (\$5,000,000), unless a higher limit is mutually agreed to between a Purchaser and Contractor on the Purchase Order, for all liability to the extent arising as a result of: (a) bodily injury, including death, caused by Contractor or its employees, agents or subcontractors while on-site at Purchaser's location; (b) damage to real property or tangible personal property caused by Contractor or its employees, agents or subcontractors while on-site at Purchaser's location; (c) unauthorized disclosure or loss of Purchaser Data caused by Contractor's breach of its security, privacy, or confidentiality obligations under this Contract and/or Purchase Order; (d) Contractor's indemnification obligations under this Contract except for Section 14.3. For the avoidance of doubt, the parties expressly acknowledge and agree that any and all liability shall not exceed thirty million dollars (\$30,000,000) in the aggregate under this Contract unless otherwise expressly agreed to in writing by Purchaser and Enterprise Services. Notwithstanding the foregoing, the limitations within this Section 16.8 shall not apply to: (a) Contractor's indemnification obligations under Section 14.3; and (b) any gross negligence, willful misconduct, or fraud on the part of the

Contractor. For the avoidance of doubt, Contractor shall be liable for any particular claim or set of events giving rise to a claim only to either a Purchaser or Enterprise Services, and in no event shall Contractor be liable to both a Purchaser and Enterprise Services for any particular claim or set of events giving rise to a claim.

- 16.9. **SUSPENSION/TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Deliverables that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

17. PURCHASE ORDER TERMINATION. Purchaser Orders between Purchasers and Contractor may be terminated as follows:

- (a) Upon the mutual written agreement of the parties to the Purchase Order;
- (b) By the non-breaching party where the breach of the Purchase Order is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; or
- (c) As otherwise expressly provided for in the applicable Purchase Order.

Purchase Orders may be terminated by either party upon notice to the other party if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

18. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

- 18.1. **WASHINGTON'S PUBLIC RECORDS ACT.** Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 18.2. **CONTRACTOR OBLIGATION.** Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.
- 18.3. **ENTERPRISE SERVICES' OBLIGATION.** In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to

disclosure, shall do the following: Enterprise Services' Public Records Officer shall review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services shall redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services shall notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

19. GENERAL PROVISIONS.

19.1. COMPLIANCE WITH LAW. Parties shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.

19.2. NONDISCRIMINATION.

- (a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- (c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to

cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

- (d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between this Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

- 19.3. ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 19.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 19.5. AUTHORITY. Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 19.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 19.7. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington shall not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 19.8. ASSIGNMENT. Contractor may not assign its rights under this Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement (which shall, for the avoidance of doubt, not alter the rights and responsibilities of the Contractor which are being assigned or otherwise condition the assignment other than by requiring signature thereto), Contractor may assign its rights under this Contract in

full to any company that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor.

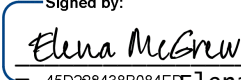
- 19.9. **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 19.10. [INTENTIONALLY OMITTED]
- 19.11. **FEDERAL FUNDS.** To the extent that any Purchaser uses federal funds to purchase Hardware, Goods, and/or Services pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Hardware, Goods, and/or Services to Purchaser.
- 19.12. **SEVERABILITY.** If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.
- 19.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 19.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 19.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 19.16. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 19.17. **ATTORNEYS' FEES.** In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.
- 19.18. **FORCE MAJEURE.** Except for the obligation to pay amounts when due under the Contract, neither party will be liable to the other for damages due to a failure to carry out its obligations under this Contract when that failure is in whole or part caused by fire, hurricane, flood, earthquake, lightning, or other natural event or disaster; freight embargo;

- governmental or administrative prohibition; riot; strike (other than at the affected party's operations or that of its suppliers); acts of public enemies or terrorists; sabotage; or other events beyond that party's reasonable control (a "force majeure event"). A party affected by a force majeure event immediately shall notify the other, describing the event and estimating its duration. The parties shall cooperate in good faith to mitigate the effects of the force majeure event. If a force majeure event causes the Goods to become unavailable, Contractor shall make commercially reasonable efforts to restore the Goods at an alternate facility as soon as feasible. Until such force majeure event shall have passed, the Goods may be provided on a reduced use basis and Purchaser may be required to make changes to the procedures used to access the Goods. In the event that the Goods are completely unavailable for a period of ten (10) days as the result of a force majeure event, either party thereto may terminate the affected Purchase Order(s) for convenience.
- 19.19. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 19.20. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.
- 19.21. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.
- 19.22. **CAPTIONS & HEADINGS.** The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.
- 19.23. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

19.24. COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

Signed by:
By: 
Type Name Elena McGrew
Its: Title On behalf of Procurement Manager
December 31, 2024

WORKFORCE SOFTWARE, LLC
a Delaware limited liability corporation


Signed by:
By: 
Type Name Tara Albritton
Its: Title SVP, HCM Services
December 31, 2024

EXHIBIT A**IT SOFTWARE AND SERVICES TERMS****SECTION 1 – GENERAL TERMS**

1.1. GRANT OF RIGHTS. Subject to the further terms and conditions of the Contract, Contractor grants to Purchaser a limited, non-exclusive, non-transferable, right to access and use the Goods as specified in a Purchaser Order in connection with Purchaser's internal business operations. Within the environment provided in the Goods which Purchaser uses for live processing ("Production Environment"), Purchaser may use only the applications and extensions specified in the Purchase Order(s), even if other applications and extensions are made available.

1.2. AUTHORIZED USERS. Subject to the terms of this Contract, Contractor grants Purchaser and its employees, contractors, agents, or any other individuals or entities authorized by Purchaser (each an "Authorized User") to access and use the Good and Services. Purchaser shall ensure that each Authorized User complies with all applicable terms and conditions of this Contract and Purchaser is responsible for acts or omissions by Authorized Users in connection with their use of the Goods. Purchaser is responsible for monitoring user access to the Goods. Purchaser shall limit access to the Goods only to Authorized Users and shall not make the Goods available to third parties who are not Authorized Users or make them available on a service bureau basis.

1.3. DOCUMENTATION. Contractor shall develop, regularly update, and provided or make available online upon Purchaser's request a detailed documentation for the Goods and Services that accurately and completely describes the functions, features, custom interfaces, technical architecture, data back-up, and system configuration layout of the Goods and Services including all subsequent revisions thereto ("Documentation"). In the event of any system enhancement or update that alters any Goods functionalities, the updated Documentation shall be made available to Purchasers no later than twenty (20) business days following such alteration. Purchaser shall have the right to make any number of additional copies of the Documentation at no additional charge.

1.4. OWNERSHIP OF INTELLECTUAL PROPERTY. Contractor shall retain all rights, title, and interest (including intellectual property rights) in the Goods; Deliverables; Documentation; instructor guide(s), student guide(s), job aids and/or tutorials developed by Contractor for one or more customer ("Training Materials"); or video or online training content and related materials which may be provided to Purchaser by Contractor (collectively, "Contractor IP"). Purchaser shall not alter, modify, copy, edit, format, translate, share, or create derivative works of the Contractor IP, except as provided in this Contract or when approved in writing by Contractor. Purchaser shall be granted a royalty free, perpetual, worldwide license to use Deliverables, Documentation, and Training Materials solely for the purpose of utilizing, and training Authorized Users on, the Goods. Purchaser may not copy or reproduce the Training Materials or Documentation except as required for its internal training purposes for Authorized Users.

1.5. PAYMENT FOR INTERFACES. Purchaser shall not be obligated to pay any additional fees for use of any interfaces or extensions developed by Contractor and paid for previously by Purchaser to connect Goods to other Purchaser's systems prior to the execution of this Agreement. Notwithstanding the foregoing, any alterations and/or changes requested by Purchaser to such interfaces or extensions may require additional fees for the services done to make such alterations and/or changes. In the event that Purchaser requests additional interfaces and/or extensions solely to connect the Goods to Purchaser's

systems in the future, Contractor shall not charge ongoing licensing fees for such interface and/or extensions but Purchaser would be charged for any services to develop such interfaces and/or extensions. For avoidance of doubt, Contractor shall retain ownership in any interfaces and/or extensions but such ownership shall not include any Purchaser Data or Purchaser Confidential Information which shall be owned by Purchaser.

1.6. **PRODUCT ENHANCEMENT PARTICIPATION.** Upon Purchaser's request, Contractor shall provide Purchaser a presentation of its internal product roadmap and afford Purchasers the ability to participate in planning and prioritizing the development of future features and functionalities of the Goods. Purchasers may request that Contractor provide certain new and additional features and functionalities in a future release of version of the Goods. Contractor shall review, consider and respond in writing to such request within thirty (30) day or as mutually agreed between the Contractor and Purchaser. Contractor will provide Purchasers with written notice of any features and functionality that are planned in new releases and versions.

1.7. [INTENTIONALLY OMITTED]

1.8. **SOLUTION ENVIRONMENT INSTANCES.** At a minimum, Contractor shall make available at no additional cost to each Purchaser three (3) instances for the core functions of Goods being purchased, except where the non-production environment is not practical or applicable as mutually agreed to between the Purchaser and the Contractor. A fourth instance shall be provided at no additional cost for year one (1) of the implementation project. If a Purchaser wishes to keep the fourth instance after the first year, Contractor can bill Purchaser for its then Authorized User count based on the rates set for the in the Purchaser Order. Contractor shall provide Washington State Department of Social and Health Services (DSHS) two (2) additional instances at no additional cost for a two (2) year period after the project start date. After aforementioned two (2) year period after the project start date, if DSHS wished to retain the two additional instances, Contractor shall bill DSHS for its then current Authorized Users count based on the rates set forth in the Purchaser Order.

1.9. **CHANGES IN FUNCTIONALITY.** During the term of the Contract, Contractor shall not materially degrade the functionality in the Goods or Services. Contractor may periodically update ("Update") the Goods, but makes no representations as to the frequency of new releases or the features, enhancements, or corrections that will be provided in the Updates. If Updates are made available to other Goods users at no additional cost, Contractor also shall make such Updates available to Purchaser at no additional cost and with the same rights, obligations and limitations.

1.10. **DATA OWNERSHIP AND USE.** "Purchaser Data" shall mean data collected, used, processed, stored, or generated as the result of Purchaser's use of the Goods and Services. Purchaser Data is and shall remain the sole and exclusive property of Enterprise Services. Contractor is provided a limited, non-exclusive license to access and use Purchaser Data solely for performing its obligations under the Contract. Contractor shall: (a) keep and maintain Purchaser Data in strict confidence and as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; and, (b) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Purchaser Data for Contractor's own purposes or for the benefit of anyone other than Enterprise Services without Enterprise Services' prior written consent. Purchaser Data shall be stored and hosted only within the United States.

1.11. **CONFIDENTIAL INFORMATION.** For purposes of this Contract, "Confidential Information" includes, but is not limited to, information that is deemed confidential under federal or state law, personal information as defined in RCW 42.56.590, as well as any information identified, in writing, by either

party as confidential or protected. Notwithstanding the foregoing, "Confidential Information" shall not include any information which (a) is or becomes generally available to the public other than as a result of the improper action of the recipient; (b) is rightfully known from a source independent of any restrictions imposed by the disclosing party or becomes rightfully known to the recipient from such a source; (c) generally furnished to the public by the disclosing party without restrictions on the receiving party's right to disclose. The foregoing exclusions shall not apply to Purchaser Data. Notwithstanding any provision to the contrary, each party's use of Confidential Information will be in compliance with all applicable state and federal law. At a minimum, Contractor shall maintain records for the agreed upon data retention period documenting: (i) the Purchaser Data received pertaining to this Contract; (ii) the purpose(s) for which the Purchaser Data was received; (iii) who received and maintained the Purchaser Data; and (iv) final disposition of the Purchaser Data. Purchaser reserves the right to monitor, audit, and/or investigate Contractor's use of Purchaser Data used, collected, or acquired by Contractor pursuant to this Contract. Each party shall: (i) hold Confidential Information in strictest confidence and not make use of Confidential Information for any purpose other than the performance of this Contract; (ii) release Confidential Information only to authorized employees or agents requiring such information for the purpose of performing this Contract and who have executed an appropriate nondisclosure agreement or data sharing agreement containing terms at least as restrictive as those set forth herein; and (iii) implement and maintain physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information including, but not limited to, storing Purchaser Data on secure servers with access to the data strictly controlled and limited to staff (including any approved contractors or subcontractors) with appropriate training and clearance; and (iv) ensure that all Purchaser Data is encrypted in transmission from and to Contractor, at rest in the data base or other data facility maintained or used by Contractor, and when transmitted to authorized recipients. Notwithstanding anything else in this Contract, either party may disclose Confidential Information in accordance with a judicial or governmental order, or as otherwise required by law, provided that the recipient 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.

1.12. HIPPA. To the extent Health Insurance Portability and Accountability ("HIPPA") compliance is required, if Contractor (or any subcontractor) will likely have access to the protected health information as defined in Health Insurance Portability and Accountability Act of 1996, as amended, Contractor and any applicable subcontractors shall execute the then-current form of Business Associate Agreement for Purchaser.

1.13. DATA BACKUP. Contractor shall periodically backup the Purchaser Data ("Backup Services") as specified in the SLA (as defined below). Contractor will undertake commercially reasonable steps to begin the restoration of Purchaser Data from the backup as soon as Contractor is notified or becomes aware of the need to restore Purchaser Data. Contractor shall not be responsible if Purchaser Data is lost or corrupted in between scheduled backups or for a reason caused by the acts or omissions of Purchaser. Purchaser Data shall, during the term of this Contract, be retained by Contractor in accordance with its Data Retention Policy attached hereto as Exhibit E.

1.14. [INTENTIONALLY OMITTED]

1.15. RETURN OF DATA. No less than thirty (30) days after the effective date of termination or expiration of this Contract, Contractor shall use commercially reasonable efforts, in compliance with procedures established by the National Institute of Standards and Technology (NIST), to permanently and irrevocably remove, purge or overwrite all data still remaining on the servers used to host the Goods, including, but not limited to, Purchaser Data, unless and to the extent applicable laws and

regulations require further retention of such data. Contractor shall have no obligation to maintain or provide any Purchaser Data more than thirty (30) days following the effective date of termination.

1.16. SECURITY COMPLIANCE. Contractor is responsible for establishing an information security program and maintaining physical, technical, administrative, and organizational safeguards, that comply with: (a) applicable industry standards and guidelines; (b) American Institute of Certified Public Accountants (AICPA) System and Organization Controls (SOC) 1; and (c) SOC 2 Type II report in accordance with AICPA AT 101. Contractor shall use commercially reasonable efforts to assist Purchasers in reviewing and confirming that Contractor's Goods comply with the Washington State IT policies, found at <https://watech.wa.gov/policies> or applicable regulations and standards.

1.17. ANNUAL SECURITY CERTIFICATIONS. Contractor will, at the commencement of this Contract and annually thereafter provide Purchasers the following reports and certifications: (a) AICPA Statement of Standards for Attestation Engagement (SSAE) No. 18 System and Organization Controls (SOC) 1 Type II fiscal year cycle audit report; and (b) SOC 2 Type II report in accordance with AICPA AT 101. Upon Purchaser's request or upon any significant security design changes of the Goods, Contractor shall use commercially reasonable efforts to assist Purchasers in reviewing and confirming that the Contractor's Goods still comply with the Washington State IT policies, found at <https://watech.wa.gov/policies> or applicable regulations and standards. Purchaser may accept, at its sole discretion, alternative reports, audits or reporting formats which Enterprise Services determines to be equivalent or better to the reports and certifications described herein.

1.18. DATA BREACH. Contractor must have an incident response process that follows National Institute of Standards and Technology (NIST) standards and includes breach detection, breach notification and breach response. Upon discovery or reasonable belief of any access, destruction, loss, theft, use or disclosure of Purchaser Data by an unauthorized party ("Data Breach"), Contractor shall notify Purchaser and Enterprise Services by the fastest means available and also in writing. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify: (a) the nature of the Data Breach; (b) the Purchaser Data accessed, used or disclosed; (c) the person(s) who accessed, used, disclosed and/or received Purchaser Data (if known); (d) what Contractor has done or will do to quarantine and mitigate the Data Breach; and (e) what corrective action Contractor has taken or will take to prevent future Data Breaches.

Contractor shall quarantine the Data Breach, ensure secure access to Purchaser Data, and restore Goods as needed to comply with terms and conditions of this Contract. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with Purchaser and Enterprise Services. In the event of the Data Breach, Contractor agrees to comply with all applicable state and federal statutory provisions, including but not limited to Revised Code of Washington (RCW) 19.255.010 and RCW 42.56.590. Where notifications are required to the public or regulators, Contractor shall coordinate and cooperate with Purchaser and Enterprise Services in the development of a communication plan, and promptly and at no cost, provide advance copies of any notifications for Purchaser's and Enterprise Services' review before disseminating. Subject to the agreed upon limitations of liability herein, if a Data Breach occurs, to the extent it is caused by the Contractor's acts, omissions, or negligence, Contractor shall be liable for any legally required notifications for affected parties and/or any legally required credit monitoring provided to affected parties.

1.19. TECHNICAL AUDIT. Upon advance written request, Contractor agrees that Purchaser and/or Enterprise Services or its designated representative shall have reasonable access to the Goods and Services' operational documentation, records and databases, including online inspections. Contractor

shall allow Purchaser and/or Enterprise Services reasonable access to Goods and Services' security logs, latency statistics, and other related operational data related to this Contract, at no cost to Purchaser and/or Enterprise Services. After any significant Data Breach, Contractor will at its expense have an independent, industry-recognized third party perform an information security audit. This does not apply to Data Breach resulting from interruptions in the Services stemming from Purchaser computers, network hardware, internet connectivity, or other elements owned or controlled by Purchaser that are reasonably required to use the Goods. The audit results shall be shared with Purchaser and/or Enterprise Services within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide Purchaser and/or Enterprise Services with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

1.20. KEY PERSONNEL. Key personnel assigned by Contractor shall have applicable qualifications and experience with the Goods and Services to successfully support the Purchaser's implementation and use of the Goods. Contractor shall designate an individual to serve as Contractor's regular point of contact to administer the Contract and oversee the delivery of Goods and Services and the overall performance of Contractor's responsibilities. If Purchaser has concerns with any Contractor's personnel assigned, Purchaser shall notify the Contractor of such concerns. Contractor shall have a period of seven (7) days following such disclosure to resolve any problems in a manner satisfactory to Purchaser. If Contractor is unable to resolve the problem to Purchaser's satisfaction in such time or as otherwise mutually agreed between parties, Contractor shall remove such person and provide a replacement as soon as reasonably possible, not to exceed twenty (20) business days. Notwithstanding the foregoing, if any personnel are removed for any reason other than a breach by such personnel of Contractor's obligations under this Contract, Purchaser shall be solely responsible for any delay or increased costs arising out of Contractor's need to replace such personnel.

1.21. [INTENTIONALLY OMITTED]

1.22. THIRD PARTY SERVICES. Contractor may provide Purchaser and its Authorized Users (as defined below) access to certain Third-Party Services (as defined in the Third-Party Services Terms) through the Goods. Any usage of such Third-Party Services will be governed solely by Exhibit F ("Third-Party Services Terms"), and Purchaser will remain responsible for its compliance with the Third-Party Services terms and conditions.

1.23. FEEDBACK. From time-to-time Purchaser or its Authorized Users may provide Contractor with suggestions, comments, feedback, or the like with regard to the Goods (collectively, "Feedback"). Purchaser hereby grants Contractor a perpetual, irrevocable, royalty-free and fully-paid up license to use and exploit all Feedback in connection with Contractor's business purposes, including, without limitation, the testing, development, maintenance and improvement of the Goods.

1.24. SECURITY EMERGENCY. Notwithstanding anything to the contrary in this Contract, if there is a Security Emergency then Contractor may automatically suspend use of the Goods and will make commercially reasonable efforts to narrowly tailor the suspension as needed to prevent or terminate the Security Emergency. "Security Emergency" means: (a) use of the Goods that does or could disrupt the Goods, other customers' use of the Goods, or the infrastructure used to provide the Goods; or (b) unauthorized third-party access to the Goods.

1.25. REFRESHES. The number and frequency of refreshes included in Goods and Services at no additional cost: one (1) up to the date on which all Goods modules have achieved component

certification, meaning the completion of the overall implementation and successful transition to support, and up to one (1) per quarter or as necessary; Purchaser-requested refreshes will require a minimum of five (5) business day advanced written notice. If the requested refresh would coincide with a scheduled maintenance period, the parties will schedule the refresh as soon as practicable after such maintenance period. Refreshes from an existing environment (and not an archive) to a new environment shall not take more than forty-eight (48) hour to complete once begun. Any refreshes needed during a defined implementation of Goods module as well as any needed as a result of recommendations from Contractor to solve a production related support issue would not count towards the allowable Purchaser requested refresh limit.

SECTION 2 - PURCHASER RESPONSIBILITIES

2.1. PURCHASER DATA. Purchaser shall be responsible for entering its Purchaser Data into the Goods and Purchaser shall be responsible for the maintenance of the Purchaser Data supplied by it. Purchaser represents and warrants to Contractor that: (a) the Purchaser Data is free of all viruses, Trojan horses, and comparable elements which could harm the systems or software used by Contractor or its subcontractors to provide the Goods; (b) Purchaser has collected and shall maintain, during the term of this Contract, all necessary rights, authority and licenses for the access to and use of the Purchaser Data; (c) Purchaser will handle all Purchaser Data in compliance with all applicable data privacy and protection laws, rules and regulations; and (d) Contractor's use of the Purchaser Data in accordance with this Contract will not violate any applicable laws or regulations or cause a breach of any agreement or obligations between Purchaser and any third party.

2.2. PROCESSING. Purchaser has sole responsibility to (a) check the accuracy of information processed using the Goods; and (b) run all normal processes and procedures within the Goods, such as end of period processing, imports, exports, and file transfers. Purchaser is responsible for any inputs to the Goods, including data and business rules that are set up for Purchaser, and any incorrect output that results therefrom.

2.3. USE OF GOODS. Purchaser assumes all responsibilities, obligations, and expertise with respect to: (a) the selection of the Goods to meet its intended results; (b) any decision it makes based on the results produced by the Goods and/or Services; and (c) compliance with all laws and regulations applicable to Purchaser. Purchaser understands and acknowledges that Contractor is not engaged in rendering legal, accounting, tax, or other professional advice either as a service or through the Goods and/or Services and it is not relying on Contractor for any advice or guidance regarding laws and regulations. Purchaser shall review all reports, documents, or information generated by, or calculations and determinations made using, the Goods and/or Services and satisfy itself as to the accuracy thereof. If legal, accounting, tax or other expert assistance is required, the services of a competent professional will be sought by Purchaser. To the extent permitted by law, Purchaser shall indemnify and hold Contractor harmless from claims and demands of its employees or former employees arising from the use by Purchaser of the Goods and/or Deliverables.

2.4. RELATED SYSTEMS. Purchaser is solely responsible for managing and configuring any Purchaser 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 Goods or affects the Goods, whether or not provided by or configured by Contractor (collectively, "Related Systems") and ensuring Related Systems operate properly, including maintaining the integrity, confidentiality, and availability of any information stored thereon. The Support Services do not apply to Related Systems or problems in the Goods caused by Related Systems, regardless of who provided, installed, or distributed such. For avoidance of doubt, this section shall not void any Support Plan obtained by Purchaser for any Goods and/or Hardware obtained by Purchaser from Contractor nor shall it void any support obligations provide for Third-Party Services. Should Contractor identify that the root cause of a problem in the Goods is Purchaser modifications to the Goods or behavior in Related Systems, any remediation of such problem shall be subject to the parties' mutual execution of Purchase Order therefor.

2.5. SECURITY. Purchaser will, and will require all Authorized Users to, use all reasonable means to secure usernames, passwords, and Related Systems used to access the Goods in accordance with customary security protocols. Purchaser shall change all passwords used to access the Goods at regular intervals. Should Purchaser learn of an unauthorized third party having obtained knowledge of a password, Purchaser shall inform Contractor thereof without undue delay and promptly change the password. Purchaser shall terminate old users in the Goods.

2.6. UNAUTHORIZED USE. Purchaser will prevent unauthorized use of the Goods and will terminate any unauthorized use of or access to the Goods. The Goods are not intended for users under the age of 13. Purchaser will ensure that it does not allow any person under 13 to use the Goods. Purchaser will promptly notify Contractor of any unauthorized use of or access to the Goods, provided, however, that Contractor shall be under no obligation to take any action in respect of Purchaser's failure to prevent unauthorized access to the Goods.

2.7. SUSPENSION. If an Authorized User uses the Goods in a manner that (a) violates this Contract; (b) Contractor reasonably believes will cause it liability; or (c) does or could cause a Security Emergency, then Contractor may request that Purchaser suspend service or terminate the applicable Authorized User account. If Purchaser fails to promptly suspend or terminate the Authorized User account, Contractor may do so.

2.8 ACCEPTABLE USE. Purchaser shall at all times use the Goods in accordance with the Acceptable Use Policy set forth at <https://www.workforcesoftware.com/acceptable-use-policy/>. Purchaser will not at any time, and will not permit any person (including, without limitation, Authorized Users) to, directly or indirectly: (a) use the Goods in any manner beyond the scope of rights expressly granted in this Contract; (b) modify or create derivative works of the Goods or Documentation, in whole or in part; (c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain improper access to any software component of the Goods, in whole or in part; (d) except as expressly allowed herein or within a Purchaser Order, frame, mirror, sell, resell, rent, or lease use of the Goods to any other entity, or otherwise allow any entity to use the Goods for any purpose other than for the benefit of Purchaser in accordance with this Contract; (e) use the Goods or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any entity, or that violates any applicable law; (f) interfere with, or disrupt the integrity or performance of, the Goods, or any data or content contained therein or transmitted thereby; (g) access or search the Goods (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or features of Goods provided by Contractor for use expressly for such purposes; (h) use the Goods, Documentation or any other Contractor confidential information for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the Goods; or (i) perform any stress test, load test, or security test on the Goods without first obtaining Contractor permission and executing a separate agreement for the services required by Contractor to support such tests.

2.9 RESTRICTIONS. Purchaser acknowledges that the Goods are not intended to be used by Purchaser or its Authorized Users in any country which requires an individual's personal data to remain on servers located in that country or any country which is subject to comprehensive U.S. sanctions (each, a "Restricted Country"). To the extent permitted by law, Purchaser shall indemnify, defend and hold harmless Contractor, its directors, officers, employees, agents, and affiliates from and against any and all claims to the extent that any such claim is caused by or arises out of Purchaser's use of the Goods and/or Third-Party Services within any Restricted Country.

INCLUDED GOODS/SERVICES

Under this contract Contractor is offering a variety of Software as a Solution (SaaS) Workforce Management applications along with related hardware and professional services.

GOODS:

Contractor’s modern workforce management platform, the WorkForce Suite, is designed for the future of work. Contractor’s solutions were built from the ground up to manage complex labor environments, with time, absence, and scheduling tools navigating even the most unique regulations and polices across the globe. Additionally, Contractor’s embedded smart communications capabilities and digital assistants help reduce the overhead of workers’ daily tasks and drive an engaged workforce.

A detailed listing of the offerings available from this contract are detailed below:

WFS Module Name	List Price	Units	Product description
WFS Time	\$ 55.00	PEPY	Time - Timesheets, calculations, period processing
WFS Standard Scheduling	\$ 20.00	PEPY	Template Driven Scheduling
WFS Absence	\$ 20.00	PEPY	Absence Management - Time Off Requests, Accruals, Leave Cases
WFS Job Scheduling	\$ 60.00	PEPY	Advanced Job Based Scheduling
WFS Demand Scheduling	\$ 60.00	PEPY	Demand Driven Scheduling
WFS Forecasting	\$ 20.00	PEPY	Machine learning forecasting
WFS Absence Compliance - NA Rules Pack	\$ 14.00	PEPY	Absence Compliance rules pack for NA (USA+Canada)
WFS Fatigue Management - Nuclear	\$ 40.00	PEPY	Fatigue Management Base Application - Nuclear Industry Pack
WFS Fatigue Management - Petrochem	\$ 40.00	PEPY	Fatigue Management Base Application - Petrochemical Industry Pack
WFS Analytics	\$ 10.00	PEPY	Ad-hoc Reporting and Analytics tool for Time and Scheduling offerings
WFS Experience - Tasks, Communications, Document Management	\$ 35.00	PEPY	Enable employee communications via Broadcast, channel, chat + Assign and manage Tasks + Ability to share documents and files via communications
Additional Environment	\$ 3.00	PEPY	Environment Fee for an additional environment in addition to base Prod, Test, Dev
Additional Environment - Setup Fee	\$ 10,000.00	One-time setup Fee	One-time Additional Environment Setup Fee

Third Party Services:

WFS Module Name	List Price	Units	Product description
Compliance portal - 0-5K Employees	\$ 10,000.00	Annual Fee	Compliance portal for orgs with 0-5K Employees
Compliance portal - 5K-25K Employees	\$ 15,000.00	Annual Fee	Compliance portal for orgs with 5K-25K Employees
Compliance portal - 25K+ Employees	\$ 20,000.00	Annual Fee	Compliance portal for orgs with 25K+ Employees
WFS Phone Entry - USA	\$ 0.08	Price per call/SMS	Phone Entry cost per call/SMS , for USA - Total based on approximate volume - min \$500
Phone/SMS Entry - Setup Fee	\$ 7,000.00	One-time setup Fee	Phone Entry call and SMS Setup Fee
WFS One-Touch Callout	\$ 20.00	PEPY	One-Touch Callout add-on for Job Scheduling Module
WFS One-Touch Callout - Setup Fee	\$ 10,000.00	One-time setup Fee	One time setup fee for the One-Touch Callout module
WFS One-Touch Callout - Phone Usage - USA	\$ 0.08	Cost per phone Callout	One-Touch Callout cost per phone callout - Total based on Approximate Volume - min \$500

HARDWARE:

Contractor is also offering Hardware to help support the use of its applications for Purchasers who are interested in using such tools to complement their use of Contractor’s Workforce Management Software offerings. Such Hardware can either be purchased or leased at the detailed rates below:

Purchase Model		
Hardware Device /Component	Purchase Cost	Annual Support Cost
WFS 4050/4075	\$ 2,070.18	\$ 269.12
WFS 7100	\$ 2,747.52	\$ 357.18
HID Proxpoint Reader	\$ 183.65	\$ 23.87
HID 125KHz Reader Module	\$ 422.94	\$ 54.98
Power over Ethernet (POE)	\$ 223.66	\$ 29.08
Mag Strip Reader	\$ 157.94	\$ 20.53
Environmental Heater	\$ 212.00	\$ 27.56
Barcode Reader Module	\$ 210.94	\$ 27.42
Reader Adapter Module 12V	\$ 116.60	\$ 15.16
Elatec A Multitech Reader	\$ 513.45	\$ 66.75
Elatec A2 Multitech Reader	\$ 656.89	\$ 85.40
Suprema Biometric Reader	\$ 616.92	\$ 80.20
WFS 4050/4075 Optical Suprema Bio	\$ 682.64	\$ 88.74
Vesa Bracket Kit	\$ 49.82	NA
12VDC Plugtop North American PSU	\$ 47.70	\$ 6.20
Relay (I/O) Board Expansion	\$ 157.71	\$ 20.50
Environmental Enclosure (7100 Unit)	\$ 598.90	\$ 77.86
WFS 4050 Keypad	\$ 359.34	\$ 46.71
WFS Infrared Scanner Gun	\$ 763.20	\$ 99.22

Rental Model	
Hardware Device /Component	Rental Cost/Year
WFS 4050	\$ 827.86
WFS 7100	\$ 940.24
HID Proxpoint Reader	\$ 194.55
HID 125KHz Reader Module	\$ 195.95
Power over Ethernet (POE)	\$ 102.88
Mag Strip Reader	\$ 73.17
Environmental Heater	\$ 101.76
Environmental Enclosure (5000 Unit)	\$ 244.22
Barcode Reader Module	\$ 97.46
Reader Adapter Module 12V	\$ 53.64
Elatec A Multitech Reader	\$ 208.71
Elatec A2 Multitech Reader	\$ 274.70
Suprema Biometric Reader	\$ 246.98
WFS 4050/4075 Optical Suprema Bio	\$ 272.42
Vesa Bracket Kit	NA - Purchase Only
12VDC Plugtop North American PSU	\$ 19.08
Relay (I/O) Board Expansion	\$ 52.55
Environmental Enclosure (7100 Unit)	\$ 275.49
WFS 4050 Keypad	\$ 144.16
WFS Infrared Scanner Gun	\$ 170.65

SERVICES:

In addition to Contractor's Goods and related Hardware offerings Contractor is also offering Purchasers the ability to engage with its professional services group for related services such as project implementations, system enhancements and configuration adjustments and application managed services.

Hourly service rates for Fixed Fee and/or Time and Material engagements shall not exceed \$250 USD per hour. Contractor and Purchaser must agree to project estimates through a defined Statement of Work that can apply for a given Purchase Order.

Contractor shall offer a twenty-five percent (25%) discount on its standard rates for any training requested by Purchaser, not including any travel costs and expenses.

Application Managed Services:

Application Managed Services is an offering that grants the Purchaser the ability to contract for a pool of dedicated/semi-dedicated technical resources to help support long-term phased projects, desired system enhancements, and or day to day management of the suite of offered Contractor products.

Application Managed Services are contracted annually and billed on a per-FTE basis that can be divisible in 0.25FTE increments.

"Full-time Equivalent" or "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 37.5 hours per week for 52 weeks per year, excluding designated holidays.

Service Rates per 1.0 FTE for Application Managed Services shall not exceed \$500,000.00 per year.

Payments for Application Managed Services are billable monthly in arrears.

Exhibit C**SERVICE LEVEL AND SUPPORT PLAN**

Support Overview	
Support Channels	
• Online Customer Portal	24x7 Access
• Phone Support	24x7x365 Access (Sev 1/2)
Customer Support Contacts & Certification Requirements	
• Number of Support Contacts	Customer must have a minimum of 2 Certified Contacts, Customer may have 6 total Support Contacts.
• Certification Classes Included	First Year – 2 Subsequent Years – 1
• Requirements for Certified Contacts	Level 1 Training and Certification
Estimated Response Times*	
• Estimated Phone Response	60 minutes
• Estimated Case Portal and Email Submission Response	1 Business Day
Estimated Resolution Targets – Not Including any Third-Party Services or Hardware	
• Severity Level 1 (“Sev 1”)	4 hours
• Severity Level 2 (“Sev 2”)	2 Business Days
• Severity Level 3 (“Sev 3”)	15 Business Days

*Customer must submit the issue via Phone Support for any suspected Severity Level 1 or Severity Level 2 issue for these Estimated Response Times to be applicable.

Definitions

Capitalized terms used within this Service Level and Support Plan but not defined herein shall be defined in the applicable Agreement and/or Schedule.

1. “Active Employees” means an employee, leased employee, contractor, or sub-contractor, or equipment that has employee records with an active status within the SaaS Service.
2. “Agreement” means the agreement by and between WFS and Customer governing the provisioning of the SaaS Services.
3. “Business Hours” means 8:00am-6:00pm in the time zone in which the Customer’s headquarters are located, or another location if designated in writing by the Customer.
4. “Business Day” means Monday through Friday in the time zone in which the Customer’s headquarters are located, or another location if designated in writing by the Customer, excluding Holidays.
5. “Certified Contact” means a Support Contact that has successfully completed Level 1 Certification: Time and Attendance Troubleshooting and/or Forecasting and Scheduling Troubleshooting.
6. “Customer” means the party purchasing SaaS Services pursuant to the Agreement.

7. "Customer Data" means any content, materials, data, and information provided by the Customer to WFS in the course of using the SaaS Service.
8. "Disaster" means an event after which WFS determines the SaaS Service should be failed over to the disaster recovery site.
9. "Downtime" means the Total Minutes in the Month during which the Production Environment is not available, except for Excluded Downtime.
10. "Excluded Downtime" means Total Minutes in the Month during which the Production Environment is not available attributable to:
 - a. Scheduled Maintenance Windows;
 - b. SaaS Service updates;
 - c. Content provided by Third-Party Content Vendors;
 - d. 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.
11. "Force Majeure" means any event outside of the control of a party, such as, but not limited to, a natural disaster; fire; extended power, electrical, or Network outage; labor dispute; strike; lockout; denial of service or other malicious attack; telecommunications failure or degradation; pandemic; epidemic; public health emergency; governmental order or act (including government-imposed travel restrictions and quarantines); material change in law; war; terrorism; riot; or other act of God which renders the SaaS Service temporarily unavailable.
12. "Hardware" means the data collection terminal(s) and any related accessories rented or purchased by Customer from WFS.
13. "Holidays" means public holidays of England and New South Wales, and U.S. federal holidays.
14. "Month" means a calendar month.
15. "Network" means the internet, phone network, cell phone network, and other transmission methods by which the SaaS Service is delivered.
16. "Production Environment" means an environment provided in the SaaS Service which Customer uses for live processing.
17. "SaaS Service(s)" means the WFS software-as-a-service platform, together with updates and upgrades thereto, to which Customer is provided use and access rights in accordance with the Agreement and the applicable Schedule.
18. "Schedule" means one or more written orders setting forth the SaaS Services to be delivered to the Customer, which is signed by both WFS and the Customer and which references the Agreement.
19. "Scheduled Maintenance Window" 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 US and Canada datacenters; (b) 3:00 am Sunday to 4:00 am Sunday Central European Time for European datacenters; (c) 3:00 am Sunday to 4:00 am Sunday Australian Eastern Time for Asia Pacific/Australia datacenters; (d) an extended window of time of which the Customer has been notified at least ten (10) business days in advanced; and (e) a window of time

scheduled with the Customer to perform maintenance or updates to the Customer's Production Environment.

20. "Service Term" means the term of the SaaS Service purchased by the Customer, as set forth in a Schedule.
21. "Severity Level 1" means an issue whereby 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; and business operations have been severely disrupted. Severity Level 1 support requires the Customer to have dedicated resources available to work with WFS on the issue on an ongoing basis while the issue is active. This definition shall be applicable to the SaaS Services and not to the Hardware, which has its own definition of Severity Level 1.
22. "Severity Level 2" means an issue whereby major application functionality is severely impaired and a workaround is unavailable; application services are impaired however continue to function without an immediate impact to the critical components of the application; and a major business milestone is at risk. This definition shall be applicable to the SaaS Services and not to the Hardware, which has its own definition of Severity Level 2.
23. "Severity Level 3" means all other issues not categorized as Severity Level 1 or Severity Level 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 SaaS Services. This definition shall be applicable to the SaaS Services and not to the Hardware, which has its own definition of Severity Level 3.
24. "Solution Health Check" means an analysis of the Customer's configuration within the Production Environment where WFS consults with the Customer to understand pain points and other business needs that WFS can solve for. This is initiated by conducting interviews with sample groups from different levels of the Customer's organization and the output is an executive summary of recommendations by WFS. Some of these recommendations include, but are not limited to, additional training, enhancements, and/or configuration changes.
25. "Support Contact" means an authorized Customer contact that has the authority to submit a case under this Support Plan.
26. "System Availability Percentage" means the average percentage of total time during which the Production Environment is available to Customer, calculated as follows:
$$\text{SystemAvailabilityPercentage} = \left(\frac{\text{TotalMinutesInTheMonth} - \text{Downtime}}{\text{TotalMinutesInTheMonth}} \right) * 100$$
27. "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.
28. "Third-Party Services" means ancillary services provided by third parties which, if ordered by Customer, will be included on an applicable Schedule.
29. "Total Minutes in the Month" means the total minutes in a Month.
30. "Uptime Commitment" means, with regard to SaaS Services only, a System Availability Percentage of 99.5% during a given Month.

31. “WFS” means the applicable WorkForce Software contracting entity (as set forth in the Agreement) and its affiliates.

Service Level Terms and Condition

WFS shall provide the following service levels for the SaaS Service.

Backup Services	WFS is responsible for backup and restoration 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	Please refer to the WFS Data Retention Policy
Disaster Recovery Time Objective	Except as otherwise noted herein, failover of Production Environment functionality to the Disaster Recovery site will occur within twelve (12) hours of WFS declaring a Disaster.
Disaster Recovery Point Objective	Maximum data loss of one-and-a-half (1.5) hours of data stored in the Production Environment.

1. 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 the percentage of fees paid per the table below:

Uptime Commitment	
Availability	Performance Credit - % of Monthly SaaS Fees
≥ 99.5% - 100%	No Credit
< 99.5% and ≥ 99.3%	12.5%
< 99.3% and ≥ 99.1%	25%
< 99.1% and ≥ 99.0%	37.5%
< 99.0%	50%

2. The Uptime Commitment does not apply in the first thirty (30) days of use of a Production Environment, during which time WFS may need to tune the environment for Customer based on its actual usage patterns.
3. To ensure WFS can proactively add resources to a Customer’s Production Environment so that performance or availability is not impacted, 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 Commitment and Estimated Resolution Target obligations herein for a period of ninety (90) days from the date such increase occurred.

4. The Uptime Commitment does not apply during a Force Majeure event and shall be reinstated again only after the SaaS Service has been fully restored at the primary facility.
5. 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.

Support Plan Terms and Conditions

General Terms

1. Response times shall be measured from the time Customer contacts Support via one of the methods described above until a return response from WFS is provided. All communication shall be in English.
2. WFS Support will make analysts available during the Business Hours observed in Customer's time zone (where Customer's headquarters are located), excluding Holidays.
3. WFS and its support staff observe Holidays. No live support is offered to Customer on Holidays, except for Severity Level 1 and Severity Level 2 issues.
4. The response and/or resolution commitments herein shall not apply to any Severity Level 3 issues which require a patch or new functionality, including without limitation (a) product related enhancement requests, or (b) defect issues which do not materially affect the SaaS Service, or (c) any other issues relating to Severity Level 3 which require a patch or new functionality.
5. 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 Service Term.

Training and Certifications

1. Customers shall be entitled to the number of Support Contacts, including Certified Contacts, as displayed above.
2. Any Level 1 Training provided for Certified Contacts as stated above must be completed within one hundred and eighty days (180) from the original Agreement Effective Date. Any Level 2 Training provided for Certified Contacts as stated above must be completed within sixty (60) days from the Customer's "Go Live" date. Customer must retain the number of Certified Contacts as listed above. If any of the Certified Contacts are replaced by the Customer, the newly named contact(s) shall complete the appropriate WFS Certification Process within sixty (60) days of being selected.

3. Only a Certified Contact may request and approve any alterations of the Customer's Production Environment. Customer's uncertified Support Contacts will have access to WFS Support staff to report only Severity Level 1 or Severity Level 2 issues.
4. Notwithstanding anything else herein, in the event that Customer does not have the number of Certified Contacts as required above, the Estimated Response Times and Estimate Resolution Targets shall not apply; however, if Customer loses a Certified Contact but still has a Certified Contact, it shall have a cure period of ninety (90) days to obtain the required amount of Certified Contacts listed above before the Estimated Response Times and Estimated Resolution Targets are not applicable.

Professional Services (where applicable)

1. New enhancements, including, but not limited to paycode, pay rules, accrual banks, holiday policies, etc., will be routed to WFS's Service Request Department or Application Managed Services (when contracted) for completion.
2. All professional services will be directly invoiced to Customer as billable technical support at the applicable hourly rate after services have been rendered.
3. 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.

Hardware (where applicable)

1. Severity Level Definitions for Hardware
 - a. **Severity Level 1:** A critical problem that renders one or more key functions of the Hardware unusable, no reasonable work around exists, and for which immediate resolution is required to meet processing deadlines.
 - b. **Severity Level 2:** Any other critical problem that renders one or more key functions of the Hardware unusable.
 - c. **Severity Level 3:** Any other problem with the Hardware that is not categorized as Severity Level 1 or Severity Level 2.
2. If the Hardware is rented by the Customer from WFS, the term of this Hardware Support Plan shall match the term of the rental. If the Hardware is purchased by the Customer, the term of the Hardware Support Plan shall be listed in the applicable ordering document, subject to any renewal terms (the "Support Period").
3. Customer may select either Standard or Premium Support for Hardware. Both options cover the cost of parts, labor, and shipping to Customer's facility for any covered repairs of defects in manufacturer's workmanship of the Hardware. 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.
 - a. Under Standard Support, WFS will repair the Hardware, or if in its opinion such repair cannot be made, it will provide replacement Hardware. Repairs are generally completed within 4-6 weeks. WFS makes no delivery guarantees, including without

limitation 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.

- b. Under Premium Support, WFS will ship replacement Hardware 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, including without limitation for delays caused by international shipping or customs. Customer shall ship the faulty Hardware to WFS concurrently via ground shipping. If the faulty Hardware is not received by WFS within ten (10) business days, Customer will be invoiced for the Hardware shipped.
4. The Hardware Support Plans only cover repairs or replacement units of the same type and model. If parts or replacement units are not available, next generation Hardware will be provided.
5. Customer shall be responsible for all set up and maintenance of the Hardware on Customer's site. WFS does not provide installation assistance.
6. Notwithstanding anything to the contrary contained herein, in no event shall any Support Plan for Hardware extend or be effective beyond six (6) years from the date that the Hardware was initially purchased or rented except upon mutual agreement of the parties.
7. In the event that Customer does not renew a Support Plan at the end of a given term, Customer acknowledges and agrees that the Support Plan shall expire automatically and that any subsequent request to renew such Support Plan is solely at the discretion of WFS and may be subject to additional fees.
8. Normal wear and tear and intentional damage to Hardware is not covered by the Support Plan and fees will be chargeable to Customer at WFS's standard charges for parts and labor in the event that any defect in the Hardware is due to normal wear and tear or intentional damage and Customer requests, and WFS elects to repair, any such normal wear and tear or intentional damage. WFS makes no representations on the availability of parts or replacement units. WFS reserves the right to deliver new Hardware, repaired Hardware, or refurbished Hardware at its option for any covered repair. WFS's obligation shall be subject to its determination that the Hardware has not been modified, serviced, or repaired by any other party and that the Hardware was installed and operated within the Hardware specifications for its intended use. Any misuse, negligence, accident, abuse, or alteration of a serial number will void the support obligations. This Support Plan extends solely to the original purchaser of the Hardware and all claims must be made by the Customer.

EXHIBIT D**INSURANCE REQUIREMENTS**

1. **INSURANCE OBLIGATION.** During the term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. **PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE.** Professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence, \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including the loss of use thereof, and damages because of negligent acts, errors, and omissions in any way related to this Contract.
 - e. **CYBER RISK LIABILITY INSURANCE.** Cyber Risk insurance, on an occurrence form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Contract. Limits are \$20,000,000 annual aggregate.

The insurance coverage limits set forth above may be satisfied by any combination of primary, umbrella, or excess policy. The insurance coverage limits are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED.** When specified as a required insurance coverage (see § 1 – Insurance Obligation, above) Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, shall result in Contractor suspension and/or contract termination. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract.** All certificates of Insurance and any related insurance documents shall be sent via email to Enterprise Services at the email address as set forth below:

Email: descontractsteamcyppress@des.wa.gov
Note: The Email Subject line must state:
Contract Insurance Certificate – WorkForce Statewide Contract
5. **PRIMARY COVERAGE.** Contractor’s insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor to Enterprise Services.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

EXHIBIT E**DATA RETENTION POLICY****Definitions:**

1. "Customer" shall mean the party purchasing SaaS Service pursuant to the agreement for SaaS Services by and between WFS and such party.
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.
3. "SaaS Service(s)" means the WFS software-as-a-service platform, together with updates and upgrades thereto, and related services including maintenance and support, to which Customer is provided use and access rights in accordance with the agreement by and between the parties therefor.
4. "Schedule" means one or more written orders setting forth the SaaS Services to be delivered to the Customer, which is signed by both WFS and the Customer and which references the Agreement.
5. "Service Term" means the term of the SaaS Service purchased by the Customer, as set forth in a Schedule.
6. "WFS" shall mean the applicable WorkForce Software entity contracting with the applicable Customer.

Unless otherwise agreed between Customer and WFS, WFS will retain only seven (7) years of Customer Data in the SaaS Services environment during the Service Term. Customer Data that is older than the configured retention setting in the SaaS Service will be automatically removed on a daily basis by the SaaS Service. If a retention setting is not configured in the SaaS Service, the Customer will be notified ninety (90) days prior to any manual data purge operation. If the Customer does not confirm acceptance of the data purge prior to the end of the ninety (90) days, WFS may purge the data. Customers may request from WFS a free copy of their Customer Data once every six (6) months, provided as an Oracle database backup or another mutually agreed upon format. Additional backups can be provided for a fee. The Customer may download the copy via SFTP or other mutually agreed upon manner. Customers may access their Customer Data via methods supported by WFS for the SaaS Service(s) being obtained by the Customer including but not limited to reports, file exports, and data feed APIs.

Customers may elect to have WFS retain its Purchaser Data online in the SaaS Services environment during the Service Term for longer than seven (7) years for an incremental five percent (5%) per year of their annual SaaS Services fee by executing a Schedule therefor. For example, for years 1 to 7 the cost to the Customer to store all Customer Data is included in the standard SaaS Services fees. For each subsequent year the Customer will pay an incremental five percent (5%) per year. Therefore, a customer for which WFS retains 11 years of data will pay an additional 5% for year 8, 10% for year 9, 15% for year 10, and 20% for year 11 over its standard SaaS Services fee.

EXHIBIT F**THIRD PARTY SERVICES TERMS**

Third-Party Services purchased by Customer pursuant to a Schedule shall be governed by these Third-Party Services Terms. Terms of these Third-Party Services Terms supersede the terms in the Agreement with regards to any Third-Party Services.

1. Definitions

- 1.1. "Agreement" means the agreement by and between WFS and Customer governing the provisioning of the SaaS Services.
- 1.2. "Authorized Users" means Customer's employees, consultants, and other authorized users.
- 1.3. "Customer" shall mean the party purchasing SaaS Services pursuant to the Agreement.
- 1.4. "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.
- 1.5. "SaaS Service(s)" means the WFS software-as-a-service platform, together with updates and upgrades thereto, to which Customer is provided use and access rights in accordance with the Agreement and the applicable Schedule.
- 1.6. "Schedule" means one or more written orders setting forth the SaaS Services and Third-Party Services to be delivered to the Customer, which is signed by both WFS and the Customer and which references the Agreement.
- 1.7. "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.
- 1.8. "Third-Party Services" means ancillary services provided by third parties which, if ordered by Customer, will be included on an applicable Schedule, as identified in Exhibit A to the Agreement.
- 1.9. "WFS" shall mean the applicable WorkForce Software entity contracting with the applicable Customer.

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 Third-Party 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, unless otherwise set forth in the applicable Schedule, Third-Party Services may be renewed upon the mutual agreement of Customer and WFS. 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 Authorized Users. 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 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 ALLEDGED 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’s sole and exclusive liability 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 Third-Party 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 any Customer content, materials, data, and information used in any text messages as part of a Third-Party Service and 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; (d) THE THIRD PARTY PROVIDERS SHALL HAVE NO LIABILITY TO THE CUSTOMER; (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 CONTENT PROVIDERS AND WFS 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, it may terminate the order for the Compliance Portal within thirty (30) days of delivery of the Compliance Portal and WFS shall return all fees related to the Compliance Portal.
- 2.6. Customer will not, and will not permit any person (including, without limitation, Authorized Users) to, at any time, directly or indirectly: (a) use the Third-Party Service in any manner beyond the scope of rights expressly granted in this Agreement; (b) modify or create

derivative works of the Third-Party Service, in whole or in part; (c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain improper access to any software component of the Third-Party Service, in whole or in part; (d) except as expressly allowed herein or within a Schedule, frame, mirror, sell, resell, rent or lease use of the Third-Party Service to any other entity, or otherwise allow any entity to use the Third-Party Service for any purpose other than for the benefit of Customer in accordance with this Agreement; (e) use the Third-Party Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any entity, or that violates any applicable law; (f) interfere with, or disrupt the integrity or performance of, the Third-Party Service, or any data or content contained therein or transmitted thereby; (g) access or search the Third-Party Service (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or Third-Party Service features provided by WFS or the Third-Party Provider for use expressly for such purposes; or (h) use the Third-Party Service, Documentation or any other WFS or Third-Party Provider confidential information for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the Third-Party Service.

2.7. As between Customer and the Third-Party Providers, the Third-Party Providers shall retain all rights, title, and interest (including Intellectual Property Rights) in the Third-Party Services. Customer shall not alter, modify, copy, edit, format, translate, share, or create derivative works of the Third-Party Services, except as provided herein or when approved in writing by WFS or the Third-Party Providers.

2.8. Customer understands and acknowledges that the Third-Party Providers are not engaged in rendering legal, accounting, tax, or other professional advice either as a service or through the Third-Party Services and it is not relying on the Third-Party Providers for any advice or guidance regarding laws and regulations.

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. To the extent permitted by law, 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.

- 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 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.

EXHIBIT G

HARDWARE TERMS

The following terms and conditions apply to the purchase or rental of Hardware, respectively:

1. General Terms

- a) Contractor shall rent or sell to Purchaser the Hardware listed for rental or sale in a Purchase Order. Payment for the amounts are due in accordance with the Contract. All prices are exclusive of shipping and handling charges, taxes or duties which will be paid by Purchaser unless specifically noted. Purchaser is responsible for installation unless it has contracted with Contractor for installation under a separate Purchase Order.
 - i) **Delivery Terms:** Hardware orders with a named place of destination will be shipped with DAP (Delivered at Place) Incoterm® 2020.
- b) CONTRACTOR DOES NOT WARRANT OR REPRESENT THAT THE HARDWARE OR ANY PORTION THEREOF WILL BE ERROR FREE OR OPERATE UNINTERRUPTED OR THAT CONTRACTOR WILL CORRECT ALL ERRORS. CONTRACTOR MAKES NO WARRANTY WITH RESPECT TO THE HARDWARE, EXPRESS OR IMPLIED, AND CONTRACTOR HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- c) The Hardware is not fault tolerant and is not designed or intended for use in hazardous environments requiring fail safe performances including any application in which its failure could lead directly to death, personal injury or severe physical or property damage (collectively, “**High Risk Activities**”). Contractor expressly disclaims all liability and any express or implied warranty for High Risk Activities. Contractor shall not be liable for any injuries caused by the use of the Hardware.
- d) Purchaser acknowledges that the use of the Hardware may entail the collection, use, disclosure, and storage of biometric identifiers, biometric information, biometric data, and/or other similarly referenced information (collectively, “**Biometric Data**”). Purchaser shall: (i) collect, store, disclose, protect, and destroy such Biometric Data in accordance applicable law; (ii) provide all necessary disclosures and obtain the requisite consents and releases for itself, Contractor, and all relevant subcontractors from all third parties whose Biometric Data will be processed; (iii) erase any Biometric Data from Hardware prior to sending such Hardware to Contractor for any reason; (iv) to the extent permitted by law, indemnify, defend and hold Contractor harmless from any claims, damages, losses, fines, and costs and expenses, including, without limitation, reasonable attorneys’ fees, arising out of or relating to Purchaser’s breach of its obligations under applicable law and/or this Section 1(d). Not more than twice per year upon Contractor’s request, Purchaser shall promptly complete a written biometric compliance questionnaire provided by Contractor, or a third party on Contractor’s behalf, regarding Purchaser’s practices in relation to Purchaser’s processing of Biometric Data. Purchaser shall reasonably cooperate with such inquiries, including by providing evidence of its compliance with this Section 1(d) and answering follow-up questions as Contractor may have in relation to Purchaser’s responses. Upon notice from Contractor, Purchaser shall immediately remediate any Purchaser practices regarding Biometric Data that Contractor reasonably believes violate applicable law or this Section 1(d). Contractor may immediately suspend Purchaser’s access to

and use of the Hardware without any further liability to Purchaser if Purchaser fails to remediate the issues identified by Contractor within the time period communicated by Contractor.

- e) In no event shall Contractor 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 the furnishing, performance or use of the Hardware, whether alleged as a breach of contract or tortious conduct, including negligence. 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 Contractor 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. Contractor's liability hereunder for damages of any kind shall not, in any event, exceed the amounts paid for the purchased Hardware under the applicable Purchase Order or the amounts paid for the rented Hardware for the three (3) months of the Rental Term immediately preceding the claim.
- f) With regard to any software embedded in the Hardware (the “**Embedded Software**”), Contractor grants to Purchaser a personal, non-exclusive, non-transferable license to install, execute and use the Embedded Software. For Embedded Software in purchased Hardware, the aforementioned license shall be perpetual; for Embedded Software in rented Hardware, the aforementioned license shall be solely during the Rental Term. Purchaser may not sublicense, assign, or transfer the Embedded Software license to another party, in whole or in part, including through a merger or consolidation, without the written consent of Contractor. Purchaser may not transfer the Embedded Software to other hardware or equipment. Purchaser may not decompile, reverse-engineer or make derivative works of the Embedded Software.

2. Hardware Rental Terms

- a. The rental shall begin on the start date of the rental term defined in the Purchase Order and shall terminate on the later to occur of the expiration of the rental term defined in the Purchase Order or the Hardware's return, at Purchaser's expense in fully working condition to Contractor's facility (the “**Rental Term**”). At the conclusion of the Rental Term, if Purchaser does not return the Hardware within (7) days, Contractor shall invoice Purchaser for a minimum of two (2) months' worth of fees based on the rental rates set forth in the Purchase Order. In the event the Hardware is not returned within the aforementioned two (2) months, Contractor shall continue to bill Purchaser in two (2) month increments unless and until the Hardware is returned.
- b. During the Rental Term, the Purchaser shall:
 - i. maintain the Hardware in good and substantial repair in order to keep the Hardware in as good an operating condition as it was on the date the Hardware was received (normal wear and tear excepted) including replacement of worn, damaged and lost parts, and shall repair any damage to the Hardware;
 - ii. take such steps (including compliance with all safety and usage instructions provided by Contractor) as may be necessary to ensure, so far as is reasonably practicable, that the Hardware is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
 - iii. ensure that the Hardware is kept and operated in a suitable environment used only for the purposes for which it is designed and operated in a proper manner by


- trained competent staff in accordance with any operation instructions, specifications or documentation provided by Contractor;
- iv. maintain operating and maintenance records of the Hardware and make copies of such records readily available to Contractor, together with such additional information as Contractor may reasonably request;
 - v. make no alteration to the Hardware and do not remove any existing component(s) from the Hardware unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Hardware shall vest in Contractor immediately upon installation;
 - vi. not use the Hardware for any unlawful purpose;
 - vii. not attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human perceivable form all or any part of the software or firmware within the Hardware;
 - viii. assume all risks of loss or damage to the Hardware from any cause, and agrees to return it to Contractor in the condition received from Contractor, with the exception of normal wear and tear. Contractor will determine normal wear and tear. The Purchaser is encouraged to insure the Hardware under an all risks policy.
- c. The Hardware will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. Contractor retains title to the Hardware at all times. The Purchaser shall not, without the prior written consent of Contractor, attach the Hardware to any land or building so as to cause the Hardware to become a permanent or immovable fixture on such land or building. If the Hardware does become affixed to any land or building then the Hardware must be capable of being removed without material injury to such land or building and Purchaser shall repair and make good any damage caused by the affixation or removal of the Hardware from any land or building and indemnify Contractor against all losses, costs or expenses incurred as a result of such affixation or removal. The Purchaser shall not, nor permit to be done, any act or thing which will or may jeopardize the right, title and/or interest of Contractor in the Hardware and, where the Hardware have become affixed to any land or building, Purchaser must take all commercially reasonable steps to ensure that Contractor may enter such land or building and recover the Hardware both during the Rental Term, including by attempting to procure from any person having an interest in such land or building, a waiver in writing and in favor of Contractor of any rights such person may have or acquire in the Hardware and a right for Contractor to enter onto such land or building to remove the Hardware. The Purchaser shall not assign or sublet any interest in the Hardware or Rental or encumber the Hardware or permit the Hardware to be used by anyone other than authorized users under the applicable software license or service agreement. The Purchaser shall immediately advise Contractor regarding any notice of any claim, levy, lien, or legal process issued against the Hardware. The Purchaser shall not suffer or permit the Hardware to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Hardware is so confiscated, seized or taken, Purchaser (to the extent it is made aware of such confiscation) shall notify Contractor and Purchaser shall at its sole expense

use commercially reasonable efforts to procure an immediate release of the Hardware and shall indemnify Contractor on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation.


- d. If the Purchaser is in default of the Contract during the Rental Term, without notice to or demand on the Purchaser, Contractor may take possession of the Hardware as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the Purchaser responsible for any deficiency. Purchaser indemnifies and holds Contractor harmless for all injuries or damages of any kind for repossession.

TECHNOLOGY AGREEMENT

ON-PREMISE SOFTWARE TERMS



State of
Washington DES-20



State of
Washington DES-20