

## WORKFORCE SOFTWARE SAAS AND PROFESSIONAL SERVICES AGREEMENT

This WorkForce Software SaaS and Professional Services Agreement (the “Agreement”) is entered into between WorkForce Software, LLC, 38705 Seven Mile Road, Suite 300, Livonia, Michigan 48152 (“WFS”) and the following customer (“Customer”):

Customer Name: Orange County Sanitation District

Address: 18480 Bandilier Cir.

Fountain Valley, CA 92708-7018

### 1. Definitions

- 1.1. “Affiliate” means a legal entity separate from and which controls, is controlled by, or is under common control with, a Party. For purposes of this Section 1.1, the term “control” shall mean ownership of a beneficial controlling interest.
- 1.2. “Confidential Information” shall mean, with regard to Customer, Customer Data, with regard to WFS, WFS IP, the pricing and terms of this Agreement, benchmarks, statistics or information on the capabilities of the SaaS Service, financial information, business plans, technology, marketing or sales plans that are disclosed to a Party and any other information that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving Party to be proprietary and confidential to the disclosing Party because of (a) legends or other markings; (b) the circumstances of disclosure; or (c) the nature of the information itself. Notwithstanding the foregoing, “Confidential Information” shall not include any information which (i) is or becomes generally available to the public other than as a result of the improper action of the recipient; (ii) 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; (iii) has been independently developed by the recipient, provided such independent development can be substantiated by documentary evidence; or (iv) is generally furnished to others by the disclosing Party without restrictions on the receiving Party's right to disclose.
- 1.3. “Customer Data” shall mean any content, materials, data, and information provided by the Customer to WFS in the course of using the SaaS Service.
- 1.4. “Deliverables” means those materials produced or provided to Customer by WFS as identified in a SOW.
- 1.5. “Documentation” shall mean all written or electronic materials provided to Customer by WFS for facilitating use of the SaaS Service, as applicable, but does not include advertising or similar promotional materials.
- 1.6. “DPA” means the WFS Data Processing Agreement found at <https://workforcesoftware.com/data-processing-agreement/> (the “DPA”), as may be updated from time to time.
- 1.7. “Effective Date” is the date of the last signature to this Agreement.

- 1.8. “e-Learning Courseware” shall mean video or online training content and related materials which may be provided to Customer by WFS under a separate Schedule to this Agreement.
- 1.9. “Force Majeure” shall mean 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 or affects or prevents performance under this Agreement.
- 1.10. “Intellectual Property Rights” shall mean any and all copyrights, rights in inventions, patents, know-how, trade secrets and trade names, service marks, design rights, rights in get-up, database rights and rights in data, utility models, domain names and all similar rights and, in each case, including: any other intellectual property rights or portion thereof whether registered or not, any applications to protect or register such rights, all renewals and extensions of such rights or applications, whether vested, contingent or future, and wherever existing.
- 1.11. “Network” means the internet, phone network, cell phone network, and other transmission methods by which the SaaS Service is delivered.
- 1.12. “Party” or “Parties” shall mean WFS or Customer individually or collectively.
- 1.13. “Personal Data” shall have the meaning set forth in the DPA.
- 1.14. “Production Environment” means an environment provided in the SaaS Service which Customer uses for live processing.
- 1.15. “Professional Services” means all professional services work performed by WFS for Customer pursuant to an applicable SOW.
- 1.16. “Related Systems” shall mean Customer owned or operated computers, web-browsers, operating systems, firewalls, e-mail servers, LDAP servers, portals, Networks, third party software, internet connection, and any other hardware or software that connects to the SaaS Service or affects the SaaS Service, whether or not provided by or configured by WFS.
- 1.17. “SaaS Service(s)” means the WFS software-as-a-service platform, together with updates and upgrades thereto, and related services including maintenance and Support Services, to which Customer is provided use and access rights in accordance with this Agreement and the applicable Schedule.
- 1.18. “Schedule” means one or more written orders setting forth the SaaS Services and Third-Party Services, if any, to be delivered to the Customer, which is signed by both WFS and the Customer and references this Agreement.
- 1.19. “Service Level and Support Plan” shall mean the descriptions of the SLA and Support Services set forth at <https://workforcesoftware.com/service-level-and-support-plan/>, as may be updated from time to time.
- 1.20. “SLA” means the service levels specified in the Service Level and Support Plan.
- 1.21. “Statement of Work” or “SOW” means one or more written orders setting forth the Professional Services and Deliverables to be provided by WFS to Customer, which is signed by both WFS and Customer and references the Agreement.

- 1.22. “Support Services” shall mean the support services specified in the applicable Schedule(s), as described in the Service Level and Support Plan.
- 1.23. “Third-Party Services” shall mean ancillary services provided by third parties which, if ordered by Customer, will be set forth on an applicable Schedule.
- 1.24. “Third-Party Services Terms” shall mean those terms and conditions governing Customer’s use of and access to Third-Party Services, as set forth at <https://workforcesoftware.com/third-party-services-terms/>, as may be updated from time to time.
- 1.25. “Training Materials” shall mean the instructor guide(s), student guide(s), job aids and/or tutorials developed by WFS for one or more WFS products.
- 1.26. “WFS IP” shall mean, collectively, the Training Materials, Deliverables, e-Learning Courseware, SaaS Service, Documentation and any other WFS Intellectual Property Rights.

## **2. Services Delivered**

- 2.1. WFS shall provide the Professional Services, and associated Deliverables, as set forth in each Statement of Work.
- 2.2. Subject to the terms and conditions of this Agreement, WFS hereby grants Customer a limited, non-exclusive, non-transferable right to access and use the SaaS Service as specified in the applicable Schedule(s), solely for Customer’s internal business purposes. Within the Production Environment, Customer may use only the applications and extensions specified in the Schedule(s), even if other applications and extensions are made available.
- 2.3. WFS may periodically update (“Update”) the SaaS Service, but makes no representations as to the frequency of new releases or the features, enhancements, or corrections that will be provided in the Updates.
- 2.4. WFS shall take commercially reasonable measures, consistent with those generally accepted in the industry, to prevent unauthorized parties from gaining (a) physical access to the data centers where the SaaS Service is hosted, and (b) electronic access to the SaaS Service or the Customer Data. WFS shall promptly notify Customer of any unauthorized access to the SaaS Service which WFS detects.
- 2.5. WFS shall periodically backup the Customer Data (“Backup Services”) as specified in the SLA. WFS will undertake commercially reasonable steps to begin the restoration of Customer Data from the backup as soon as WFS is notified or becomes aware of the need to restore Customer Data. WFS shall not be responsible if Customer Data is lost or corrupted in between scheduled backups or for a reason caused by the acts or omissions of Customer. Customer Data shall not be used by WFS for any other purpose except to provide the SaaS Services or Professional Services. Customer Data shall, during the term of this Agreement, be retained by WFS in accordance with its Data Retention Policy set forth at <https://workforcesoftware.com/data-retention-policy/>, as may be updated from time to time.
- 2.6. If a Force Majeure event causes the SaaS Service to become unavailable, WFS shall make commercially reasonable efforts to restore the SaaS Service at an alternate facility as soon as feasible. Until such Force Majeure event shall have passed, the SaaS Service may be provided on a reduced use basis and Customer may be required to make changes to the procedures used to access the SaaS Service. Except for a Party’s payment obligations hereunder, neither Party shall incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, where such delay or failure is caused, in whole or in part, by a Force Majeure event. If a

Party asserts a Force Majeure event for failure to perform the Party's obligations, then the asserting Party shall notify the other Party of the event and take commercially reasonable steps to minimize the delay or damages caused by the Force Majeure event.

- 2.7. WFS shall provide the Support Services specified in the Schedule. In the event of a conflict, terms of the Service Level and Support Plan supersede the terms in this Agreement. WFS may, in its sole discretion, update its Service Level and Support Plan, but such updates shall not be applicable until the subsequent Renewal Term, if any.
- 2.8. WFS may provide Customer and its Authorized Users (as defined below) access to certain Third-Party Services through the SaaS Service. Any usage of such Third-Party Services will be governed solely by the Third-Party Services Terms, and Customer will remain responsible for Customer's access to and use of the Third-Party Services.
- 2.9. From time-to-time Customer or its Authorized Users may provide WFS with suggestions, comments, feedback, or the like with regard to the SaaS Service (collectively, "Feedback"). Customer hereby grants WFS a perpetual, irrevocable, royalty-free and fully-paid up license to use and exploit all Feedback in connection with WFS's business purposes, including, without limitation, the testing, development, maintenance and improvement of the SaaS Service.
- 2.10. Notwithstanding anything to the contrary in this Agreement, if there is a Security Emergency then WFS may automatically suspend use of the SaaS Service 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 SaaS Service that does or could disrupt the SaaS Service, other customers' use of the SaaS Service, or the infrastructure used to provide the SaaS Service; or (b) unauthorized third-party access to the SaaS Service.

### **3. Customer Responsibilities**

- 3.1. Customer shall be responsible for entering its Customer Data into the SaaS Service and Customer shall be responsible for the maintenance of the Customer Data supplied by it. Customer hereby represents and warrants to WFS that: (a) the Customer Data is free of all viruses, Trojan horses, and comparable elements which could harm the systems or software used by WFS or its subcontractors to provide the SaaS Service; (b) Customer has collected and shall maintain, during the term of this Agreement, all necessary rights, authority and licenses for the access to and use of the Customer Data; (c) Customer will handle all Customer Data in compliance with all applicable data privacy and protection laws, rules and regulations; and (d) WFS's use of the Customer Data in accordance with this Agreement will not violate any applicable laws or regulations or cause a breach of any agreement or obligations between Customer and any third party.
- 3.2. Customer has sole responsibility to (a) check the accuracy of information processed using the SaaS Service; and (b) run all normal processes and procedures within the SaaS Service, such as end of period processing, imports, exports, and file transfers. Customer is responsible for any inputs to the SaaS Service, including data and business rules that are set up for Customer, and any incorrect output that results therefrom.
- 3.3. Customer assumes all responsibilities, obligations, and expertise with respect to: (a) the selection of the SaaS Service to meet its intended results; (b) any decision it makes based on the results produced by the SaaS Service, Deliverables, and/or Professional Services; and (c) compliance with all laws and regulations applicable to Customer. Customer understands and acknowledges that WFS is not

engaged in rendering legal, accounting, tax, or other professional advice either as a service or through the SaaS Service, Deliverables, and/or Professional Services and it is not relying on WFS for any advice or guidance regarding laws and regulations. Customer shall review all reports, documents, or information generated by, or calculations and determinations made using, the SaaS Service, Deliverables, and/or Professional 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 Customer. To the extent permitted by law, Customer shall indemnify and hold WFS harmless from claims and demands of its employees or former employees arising from the use by Customer of the SaaS Service and/or Deliverables.

- 3.4. Customer is solely responsible for managing and configuring its 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 SaaS Service caused by Related Systems, regardless of who provided, installed, or distributed such. Should WFS identify that the root cause of a problem in the SaaS Service is Customer modifications to the SaaS Service or behavior in Related Systems, any remediation of such problem shall be subject to the Parties' execution of a SOW therefor.
- 3.5. Customer shall at all times use the SaaS Services in accordance with the Acceptable Use Policy set forth at <https://www.workforcesoftware.com/acceptable-use-policy/>, as may be updated from time to time. Customer will not at any time, and will not permit any person (including, without limitation, Authorized Users) to, directly or indirectly: (a) use the SaaS Service in any manner beyond the scope of rights expressly granted in this Agreement; (b) modify or create derivative works of the SaaS Service 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 SaaS 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 SaaS Service to any other entity, or otherwise allow any entity to use the SaaS Service for any purpose other than for the benefit of Customer in accordance with this Agreement; (e) use the SaaS Service 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 SaaS Service, or any data or content contained therein or transmitted thereby; (g) access or search the SaaS 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 SaaS Service features provided by WFS for use expressly for such purposes; (h) use the SaaS Service, Documentation or any other WFS 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 SaaS Service; or (i) perform any stress test, load test, or security test on the SaaS Service without first obtaining WFS permission and executing a separate agreement for the services required by WFS to support such tests.
- 3.6. Customer will, and will require all Authorized Users to, use all reasonable means to secure usernames, passwords, and Related Systems used to access the SaaS Service in accordance with customary security protocols. Customer shall change all passwords used to access the SaaS Service at regular intervals. Should Customer learn of an unauthorized third party having obtained knowledge of a



password, Customer shall inform WFS thereof without undue delay and promptly change the password. Customer shall terminate old users in the SaaS Service.

- 3.7. Customer is responsible for monitoring user access to the SaaS Service. Customer shall limit access to the SaaS Service to its own employees, consultants, and other authorized users (collectively, "Authorized Users") and shall not make the SaaS Service available to third parties or make it available on a service bureau basis. Customer shall ensure that each Authorized User complies with all applicable terms and conditions of this Agreement and Customer is responsible for acts or omissions by Authorized Users in connection with their use of the SaaS Service.
- 3.8. Customer will prevent unauthorized use of the SaaS Service and will terminate any unauthorized use of or access to the SaaS Service. The SaaS Service is not intended for users under the age of 13. Customer will ensure that it does not allow any person under 13 to use the SaaS Service. Customer will promptly notify WFS of any unauthorized use of or access to the SaaS Service, provided, however, that WFS shall be under no obligation to take any action in respect of Customer's failure to prevent unauthorized access to the SaaS Service.
- 3.9. If an Authorized User uses the SaaS Service in a manner that (a) violates this Agreement; (b) WFS reasonably believes will cause it liability; or (c) does or could cause a Security Emergency, then WFS may request that Customer suspend service or terminate the applicable Authorized User account. If Customer fails to promptly suspend or terminate the Authorized User account, WFS may do so.
- 3.10. Customer acknowledges that the SaaS Services are not intended to be used by Customer 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"). Customer shall indemnify, defend and hold harmless WFS, 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 Customer's use of the SaaS Services and/or Third-Party Services within any Restricted Country.

#### **4. Term and Termination**

- 4.1. The term of this Agreement starts on the Effective Date and shall terminate when all Schedules and/or SOWs terminate.
- 4.2. The initial term of each Schedule 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 Schedule, Schedules automatically renew for additional one (1) year periods (each, a "Renewal Term"; and, together with the Initial Term, the "SaaS Term") unless either Party provides a written notice of termination to the other Party at least sixty (60) days prior to the end of the Initial Term or the then-current Renewal Term, as the case may be. The per-unit pricing during any such Renewal Term shall increase by 10% per year over the base prices charged for the applicable SaaS Services in the Initial Term (if the first Renewal Term) or immediately prior Renewal Term, as the case may be.
- 4.3. The provisions of Sections 2.5, 2.6, 3, 4.3, 4.6, 4.7, 5, 7, 8.3, 8.4, 8.5, 8.6, 8.7, 8.11, and any payment obligations incurred by Customer prior to or upon termination shall survive termination of this Agreement.
- 4.4. If either Party commits a material breach of this Agreement, a Schedule, or SOW, and should such breach not be corrected within thirty (30) days after receipt of written notice of such breach from the non-breaching Party, this Agreement, or the applicable Schedule or SOW, may be terminated by the

non-breaching Party upon written notice. Notwithstanding the foregoing, if WFS is in breach and the nature of the breach requires longer than thirty (30) days to cure, and WFS is taking commercially reasonable efforts to cure such breach at the end of the initial thirty (30) day cure period, WFS shall have a reasonable time thereafter to continue to effectuate a cure of such breach. Notwithstanding anything to the contrary herein, a Party's material breach of a SOW or Schedule does not in and of itself constitute a breach of this Agreement or any other SOW or Schedule, and if any of the reasons for such termination apply only to a particular SOW or Schedule, such termination right shall only apply to that particular SOW or Schedule and will not apply to the Agreement as a whole. Upon Customer's termination of an applicable Schedule for cause pursuant to this Section 4.4, WFS shall refund the portion of any fees paid under the terminated Schedule attributable to the remainder of the SaaS Term.

- 4.5. Either Party may terminate this Agreement, and/or any Schedule and/or SOW, upon thirty (30) days written notice in the event that the other Party (i) ceases business operations or (ii) becomes insolvent, generally stops paying its debts as they become due, or becomes the subject of an insolvency or bankruptcy proceeding.
- 4.6. Customer is responsible for payment for work performed prior to termination, including if applicable, payment on a time and materials basis for any Professional Services or Deliverables for which WFS has not yet been paid. Notwithstanding anything contained herein to the contrary, in the event of the termination of a fixed-fee SOW, Customer shall be billed on a time and materials basis at the then-current rates for Professional Services for unpaid work performed as of the date of termination.
- 4.7. Upon the effective date of termination or expiration of all Schedules, Customer's access to the SaaS Service will be terminated. No less than thirty (30) days after the effective date of termination or expiration, WFS shall use commercially reasonable efforts to permanently and irrevocably remove, purge or overwrite all data still remaining on the servers used to host the SaaS Service, including, but not limited to, Customer Data, unless and to the extent applicable laws and regulations require further retention of such data. WFS shall have no obligation to maintain or provide any Customer Data more than thirty (30) days following the effective date of termination.

## **5. Proprietary Rights, Non-Disclosure**

- 5.1. Each Party shall maintain as confidential and shall not disclose, publish, or use for purposes other than to perform its obligations under this Agreement the other Party's Confidential Information, except that a Party may disclose the other Party's Confidential Information to those employees, contractors, legal or financial consultants and auditors of the recipient and its Affiliates who need to know such Confidential Information in connection with the recipient's performance of its rights and obligations under this Agreement and in the normal course of its business and who are bound by confidentiality obligations no less stringent than those contained herein. Each Party shall protect the Confidential Information of the other Party with reasonable care, but in no event less care than it would exercise to protect its own Confidential Information of a like nature, and prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof. Notwithstanding anything else in this Agreement, either Party may disclose Confidential Information in accordance with a judicial or governmental order, or as otherwise required by law, provided that the recipient either: (i) gives the disclosing Party reasonable notice prior to such disclosure to allow the disclosing Party a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest

level of protection afforded under applicable law or regulation. Notwithstanding the foregoing, neither Party shall disclose any computer source code that contains Confidential Information in accordance with a judicial or other governmental order unless it complies with the requirement set forth in sub-section (i) of this Section 5.1.

- 5.2. Either Party may disclose the existence of this Agreement and its terms to the extent required by law, the rules of any applicable regulatory authority or the rules of a stock exchange or other trading system on which that Party's securities are listed, quoted, and/or traded.
- 5.3. Each Party acknowledges and agrees that a breach of the obligations in Section 5 may cause irreparable damage to the disclosing Party and therefore, in addition to all other remedies available at law or in equity, the disclosing Party shall have the right to seek equitable and injunctive relief for such breach. In the event of any litigation to enforce or construe this Section 5, the prevailing Party shall be entitled to recover, in addition to any charges fixed by the court, its costs and expenses of suit, including reasonable attorneys' fees, costs and expenses.
- 5.4. WFS shall retain all rights, title, and interest (including Intellectual Property Rights) in the WFS IP. Customer shall not alter, modify, copy, edit, format, translate, share, or create derivative works of the WFS IP, except as provided herein or when approved in writing by WFS. Upon full payment of all fees and expenses due under the applicable SOW, Customer shall be granted a royalty free, perpetual, worldwide license to use Training Materials and Deliverables solely for the purpose of utilizing, and training Authorized Users on, the SaaS Service. Customer may not copy or reproduce the Training Materials or Documentation except as required for its internal training purposes for Authorized Users.
- 5.5. As between WFS and Customer, Customer shall own all title, rights, and interest in Customer Data. Customer grants WFS a license to use, store, copy, modify, make available and communicate the Customer Data solely in connection with the exercise of its rights and performance of its obligations under this Agreement.
- 5.6. Both Parties agree to comply with all applicable privacy and data protection statutes, rules, or regulations governing the respective activities of the Parties. Customer hereby consents to the use, processing, and/or disclosure of Customer Data only for the purposes described herein and to the extent such use or processing is necessary for WFS to carry out its duties and responsibilities under this Agreement or as required by law.
- 5.7. Each Party hereby agrees to be bound by the terms and conditions of the DPA.

## **6. Payments and Credits**

- 6.1. Customer shall pay all fees specified in the Schedule(s) and/or SOW(s) to WFS or its designated representative. Unless specified otherwise in the Schedule(s): (i) fees are based on SaaS Services purchased in the Schedule(s) and Overage Fees; (ii) payment obligations for the SaaS Term specified in each Schedule are non-cancelable and fees paid are non-refundable; (iii) the quantities ordered under the Schedule cannot be decreased during the term; and (iv) all fees quoted and payments made hereunder shall be in U.S. Dollars. The Schedule(s) specify how the Customer may use the SaaS Service and how the usage of the SaaS Service will be measured. Any use of the SaaS Service in excess of the amounts specified in the Schedules shall be billed to the Customer monthly in arrears at 125% of the then-current per-unit prices for the particular SaaS Services ("Overage Fees"). Customer may increase its committed Quantity (as defined in the applicable Schedule) during the SaaS Term by executing a



quote by and between the Parties which details the increased Quantity. Such quote shall be co-terminus with the Schedule which details the previously committed Quantity.

- 6.2. Customer shall reimburse WFS for reasonable travel expenses (including travel time on a time and materials basis and a per-diem fee for food and miscellaneous items at U.S. General Service Administration standard rates), express delivery, and extraordinary phone expenses, all without markup.
- 6.3. WFS fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, except for taxes on WFS net income (including FCC and related taxes and charges for phone-based systems). If Customer is tax-exempt or self-assesses its own taxes, it shall provide appropriate documentation to demonstrate such to WFS.
- 6.4. Customers outside of the United States shall pay all invoices via electronic transfer. All invoices submitted to Customer by WFS shall be due Net 30 days from the date of invoice. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount when due and submit written notice of the disputed amount (with details of the nature of the dispute and the invoice(s) disputed) within thirty (30) days of the date of the invoice. WFS may assess interest at the rate of 1.5% per month, or the maximum allowed by law, on balances not paid when due. Customer shall pay all costs incurred in the collection of charges due and payable, including reasonable attorney fees, whether or not a suit is instituted. In the event that Customer is more than sixty (60) days past due and/or after two (2) written notifications of a past due amount, WFS reserves the right to suspend Customer's access to the SaaS Service and/or pause performance of any Professional Services unless and until Customer makes full payment of all past due fees.
- 6.5. Upon written notice by Customer to WFS of its failure to satisfy the Uptime Commitment (as defined in the Service Level and Support Plan) within thirty (30) days of the end of a month, WFS shall credit Customer the fees as calculated in the SLA towards the next payment due from Customer. The credits provided to Customer shall be its sole and exclusive remedy for WFS's failure to comply with the Uptime Commitment.

## **7. Warranties, Indemnifications, and Limitations of Liability**

- 7.1. WFS shall, at its expense, indemnify, defend, and hold Customer harmless from and against any third-party claim that the SaaS Service and/or any Deliverable infringes on such third party's Intellectual Property Rights; provided, however, that Customer (a) promptly notifies WFS of any such claim; (b) permits WFS to defend such claim with counsel of its own choice; and (c) gives WFS all information and/or assistance in the defense thereof as WFS may reasonably request. In no event shall Customer settle any such claim without the written consent of WFS. At any time after notice of an indemnifiable claim hereunder, or if WFS believes there is a basis for such a claim, WFS may, at its expense and election either: (i) procure the right for Customer to continue using the infringing items; (ii) replace the infringing items with a functionally equivalent non-infringing product; (iii) modify the infringing items so that they are non-infringing; or (iv) terminate the affected Schedule and/or Statement of Work and refund the unexpired portion of any fees paid. This Section 7.1 will not apply to, and in no event shall WFS, its employees, agents and sub-contractors be liable to the Customer for, any alleged infringement to the extent it arises or results from: (1) a modification of the SaaS Services or Deliverables by anyone other than WFS; (2) the Customer's use of the SaaS Services or Deliverables in a manner contrary to the instructions given to the Customer by WFS; (3) Customer's breach of this Agreement, negligence, willful misconduct or fraud; (4) any Customer Data; (5) combinations of the

SaaS Service or Deliverables with software, data or materials not provided by WFS; or (6) the Customer's use of the SaaS Services or Deliverables after notice of the alleged or actual infringement from WFS or any appropriate authority. To the extent permitted by applicable law, the provisions of this Section 7.1 constitute the entire liability of WFS and sole remedy of Customer with respect to any claims or actions based in whole or in part upon infringement or violation of an Intellectual Property Right of any third party.

- 7.2. WFS represents and warrants: (a) it has the right to grant the rights specified herein; and (b) the SaaS Service will not contain any viruses or Trojan horses.
- 7.3. THE WARRANTIES AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 7, WFS SPECIFICALLY DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL IMPLIED WARRANTIES TO THE SAAS SERVICES, PROFESSIONAL SERVICES, DELIVERABLES, AND ANY OTHER MATTER WHATSOEVER. IN PARTICULAR, BUT WITHOUT LIMITATION, WFS SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR ANY OTHER WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. NO WFS AGENT, CONTRACTOR OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION TO THIS WARRANTY, UNLESS AGREED UPON IN A WRITING AND SIGNED BY A WFS EMPLOYEE WITH ACTUAL AUTHORIZATION TO BIND WFS. WFS DOES NOT WARRANT THAT THE SAAS SERVICE, PROFESSIONAL SERVICES, SUPPORT SERVICES, DELIVERABLES, DOCUMENTATION OR ANY PORTION THEREOF WILL OPERATE UNINTERRUPTED, WILL BE ERROR FREE OR THAT WFS WILL CORRECT ALL NON-MATERIAL ERRORS.
- 7.4. In no event shall either Party be liable for any loss of revenue or profits, loss of goodwill, loss of opportunity, loss of use, loss of data, interruption of business or indirect, special, incidental, punitive or consequential loss, damages, or expense of any kind in connection with or arising out of this Agreement, whether alleged as a breach of contract or tortious conduct. The limitation of liability specified in this paragraph applies to the maximum extent permitted by law, regardless of the cause or circumstances giving rise to such losses, damages, or expenses, including without limitation, whether the other Party has been advised of the possibility of damages, the damages are foreseeable, or the alleged breach or default is a fundamental breach or breach of a fundamental term.
- 7.5. WFS's liability hereunder shall not, to the maximum event permitted by law, in any event, exceed the fees paid by Customer in the twelve (12) month period preceding which the claim arose. Such fees shall be limited to the particular Schedule or SOW from which the liability arose. The limitations specified in this Section 7.5 shall not apply to a breach of the non-disclosure provisions of Section 5 (except with regard to Personal Data), the indemnification provisions of Sections 7.1, or to any death, bodily injury, or damage to tangible property caused solely by the negligence or willful misconduct of WFS's staff while on-site at Customer's locations.

## **8. General Provisions**

- 8.1. Each Party may include the other Party's name or logo in a list of its clients, vendors, or service providers. Each Party may make reference to the other in an initial press release, provided that any use of the other Party's trademarks retain proprietary notices and/or are properly attributed to their owner and also provided that any such press release will require the review and prior written consent of both Parties, which shall not be unreasonably withheld, conditioned, or delayed.

- 8.2. In recognition of the pricing provided under this Agreement, Customer shall (subject to its reasonable right to review and approve): (a) allow WFS to include a brief description of the SaaS Service and Professional Services furnished to Customer in WFS promotional materials; (b) allow WFS to make reference to Customer in case studies, ROI analyses, white papers and related marketing materials; (c) serve as a reference for WFS potential clients; (d) provide interviews to the news media and provide quotes for press releases; (e) organize mutually convenient site visits for WFS potential clients; and (f) make presentations at conferences, upon WFS reasonable request and at WFS's cost.
- 8.3. The Parties shall, for all purposes hereunder, be considered independent contractors. This Agreement is not intended in any manner to create the relationship of principal and agent between the Parties, nor shall this Agreement be deemed to establish a partnership, employer / employee relationship, or joint venture. Neither Party shall have the power, expressed or implied, to obligate or bind the other in any manner whatsoever. Each Party shall be solely responsible for compensating its own employees, including the payment of employment related taxes, and shall maintain its own worker's compensation and general liability insurance.
- 8.4. To the extent permitted by applicable law, during the term of this Agreement and for twelve (12) months thereafter, neither Party shall hire (either as an employee, an independent contractor, or contractor through a third party) or solicit for hire any current employee or contractor of the other Party, or any former employee of the other Party who had been employed by the other Party in the preceding twelve (12) months. If a Party should breach this Section 8.4, it shall be liable to the non-breaching Party for an amount equal to the annualized salary paid or payable by the non-breaching Party to the employee, independent contractor, or contractor in the year in which the breach took place. This prohibition will not apply to job opportunities posted on recruiting websites or in other publications in which one Party seeks to find candidates for open positions (absent direct solicitation and/or recruitment).
- 8.5. Any notice to be sent relating to this Agreement shall be in writing and mailed to the other Party at the addresses set forth herein addressed to "Legal Department," by certified mail, return receipt requested. For notices from Customer to WFS, a digital copy shall be sent to [legal@workforcesoftware.com](mailto:legal@workforcesoftware.com). This Agreement, including all Schedules and/or SOWs, contains the entire agreement of the Parties with respect to its subject matter, and there are no promises, conditions, representations or warranties except as expressly set forth herein. This Agreement may be modified or amended only by written instrument executed by the Parties. This Agreement has been the subject of arm's length negotiations and shall be construed as though drafted equally by both Parties. No terms, provisions or conditions of any purchase order or other document that Customer may use in connection with this Agreement shall have any effect on the rights, duties, or obligations of either Party. Unless expressly stated to the contrary in any Schedule and/or SOW or herein, any terms or conditions specified in the Agreement shall prevail over terms and conditions in the Schedules and/or SOW. Silence shall not constitute a conflict.
- 8.6. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other Party of this Agreement, whether express or implied, shall not constitute a consent to or waiver of any different or subsequent breach. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, such provision shall be severed from this Agreement and the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

The headings and titles provided in this Agreement are for convenience only and shall have no effect on the construction or interpretation of this Agreement. Consent is not required for an assignment of this Agreement to an Affiliate or in connection with a sale or disposition of a majority of all the assets, voting securities or equity interests of WFS, or a reorganization, merger, or similar transaction of WFS. WFS may subcontract any of its rights and obligations under this Agreement to a third-party subcontractor. Customer may, upon notice to WFS, assign or otherwise transfer this Agreement if done in its entirety and in conjunction with a merger, consolidation, or reorganization of the Customer. For all other assignments by Customer, the prior, written consent of WFS shall be required, such consent not to unreasonably withheld, conditioned, or delayed. This Agreement binds and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. The Parties agree that reliable copies such as scanned, electronic, or facsimile counterpart signatures are acceptable.

- 8.7. No action arising out of any claimed breach of this Agreement may be brought by either Party more than one (1) year after the cause of action has accrued. Each Party shall be liable for breaches of its Affiliates and contractors under this Agreement. Any dispute under or in connection with this Agreement or related to any matter which is the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the courts of California and shall be governed by and interpreted in accordance with Californian law, without regard to choice of law provisions.
- 8.7.1. Except in the event of a party's breach of confidentiality or a party's wilful misconduct, in the event of any dispute or difference arising out of or in connection with or in relation to this Agreement, including any question regarding the existence, validity, termination, application, or interpretation of this Agreement or any of its provisions, both Parties shall use all reasonable endeavours to settle the dispute informally by agreement between the Parties. The matter shall promptly be referred by each Party to its chief executive officer (or equivalent officer). Both Parties shall act in good faith and co-operate with each other to resolve any dispute.
- 8.7.2. If a dispute is not settled within twenty-one (21) days of the dispute or difference being notified by one Party to the other Party in writing, the dispute shall be first referred to mediation in California in accordance with the mediation rules of the American Arbitration Association ("AAA"). Either Party may submit a request to mediate to AAA upon which the other Party will be bound to participate in the mediation within twenty-one (21) days thereof. Each Party must be represented in mediation by its chief executive officer (or equivalent officer), with authority to negotiate and settle the dispute. Unless otherwise agreed by the Parties, the mediator(s) shall be appointed by AAA.
- 8.7.3. In the event that a dispute cannot be resolved in mediation in accordance with Section 8.7.2 above, the dispute shall be resolved by court proceedings. EACH PARTY EXPRESSLY WAIVES ITS RIGHT TO A TRIAL BY JURY. Nothing in this Section 8.7 shall prevent any Party from commencing court proceedings for the purposes of seeking urgent injunctive relief.
- 8.8. Customer will comply with all federal and state laws, regulations, and rules applicable to Customer's use of the SaaS Services, including without limitation those that prohibit or restrict the export or re-export of the SaaS Services or any Customer Data outside the United States ("Export Rules"), and will complete all undertakings required by Export Rules, including obtaining any necessary export license or other governmental approval.

- 8.9. Each Party shall comply with all applicable anti-bribery and anti-corruption laws in connection with this Agreement, including without limitation the United States Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010, and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. Each Party agrees that it will not ask for, receive, authorize, offer, promise, solicit, or give—directly or indirectly—any money or any other thing of value to anyone, including foreign governmental officials or related persons or entities on either Party’s behalf, for the purpose of improperly influencing any action or decision of the recipient, inducing the recipient to do anything in violation of his or her duties, or to obtain or provide any kind of improper advantage. Each Party further agrees to notify the other Party in the event it becomes aware of any act which would constitute a violation of this Section 8.9. Each Party further agrees to cooperate with the other Party in any anti-corruption investigation in relation to this Agreement.
- 8.10. The SaaS Service and Documentation are “commercial computer software” and “commercial computer software documentation,” respectively, as such terms are used in FAR 12.212 and other relevant government procurement regulations. Any use, duplication, or disclosure of the SaaS Service or its Documentation by or on behalf of the U.S. government is subject to restrictions as set forth in this Agreement.
- 8.11. EACH PARTY ACKNOWLEDGES THAT THE WARRANTY DISCLAIMERS, LIABILITY AND REMEDY LIMITATIONS, AND SERVICE LEVELS IN THIS AGREEMENT ARE MATERIAL BARGAINED FOR BASES OF THIS AGREEMENT AND THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.
- 8.12. The following Exhibits are attached to and governed by this Agreement.
- Exhibit A – SaaS Services Schedule
  - Exhibit B – Time & Attendance Conversion Statement of Work (SAAS)
  - Exhibit C – Time & Attendance Upgrade Statement of Work (SAAS)
  - Exhibit D – Statement of Work SOW Number 0186.007
  - Exhibit E – Statement of Work SOW Number 0186.008
  - Exhibit F – Suite Enablement Statement of Work
  - Exhibit G – Statement of Work SOW Number 0186.009

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

**CUSTOMER**

**WORKFORCE SOFTWARE, LLC**

\_\_\_\_\_  
Ryan P. Gallagher, Board Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Kelly Lore, Clerk of the Board

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Kevin Work, Contracts & Purchasing  
Manager

Title: \_\_\_\_\_



## EXHIBIT A - SAAS SERVICES SCHEDULE

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

Customer: Orange County Sanitation District  
Address: 18480 Bandilier Circle  
Fountain Valley, CA 92708-7018  
United States

Schedule Effective Date: Effective Date of Agreement

Commencement Date: October 1, 2024

Service Term: 5 year(s) from Commencement Date

Suite Component	Service/Item Ordered	Description	Quantity	Customer Discounted Unit Price	Extended Amount
<b>WFS SaaS Products</b>					
Time & Absence	WorkForce T&A	WorkForce Time and Attendance - Base Time and Attendance – Timesheets, Basic Schedules, Absences, Calculations, Period Processing.	650	\$120.62	\$78,403.00
<b>Environment / Setup / Miscellaneous Fees</b>					
Time & Absence	Standard Software Support	Standard Software Support	1	Included	Included
<b>Amount Due – First Year</b>					<b>\$78,403.00</b>
<b>Total Amount Due</b>	<b>Plus Overage Fees, if any</b>	<b>Currency: USD</b>			<b>\$392,015.00</b>

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## Payment Terms

**WFS SaaS Products:** Minimum Amount Due - \$78,403.00/yr. times 5 annual payments = \$392,015.00

Payments are due annually in advance, with the first payment invoiced on the Commencement Date.

Customer shall be charged Overage Fees for any excess usage over the committed quantities herein, which shall be invoiced monthly in arrears.

## Definitions

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

## Terms and Conditions

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

1. Usage of the applications and extensions herein shall be measured by Active Employee unless specified otherwise. “Active Employee” or “Employee” means an employee, leased employee, contractor, or sub-contractor, or equipment that has employee records with an active status within the SaaS Service. All employees terminated within the Customer HRIS system shall retain an active status within the SaaS Service for a period of thirty (30) days or as otherwise set forth in the applicable Statement of Work. Such post-termination active status within the SaaS Service shall be for a period sufficient to account for the final, post-termination processing of employee data.
2. “Named User” is an individual authorized by Customer to use the particular application or service regardless of whether the individual is actively using the program or service at any given time.
3. The Report Authoring Seat and associated ability to view reports may only be used if the reports created or viewed contain data generated by the SaaS Service.

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4. Although WFS may provide access to Customer to modules other than those subscribed to above, Customer may use only the modules of the SaaS Service specified in this Schedule.
  5. One (1) Production Environment, one (1) Test Environment, and one (1) Development Environment shall be provided in addition to any other environments specified in this Schedule.
  6. Customer shall be entitled to one (1) Environmental Refresh per year at no additional charge. An Environmental Refresh shall be the duplication of data between any of the aforementioned environments.
  7. Customer hereby agrees to use the SaaS Service in compliance with the Acceptable Use Policy located at <https://www.workforcesoftware.com/acceptable-use-policy/>, as may be modified from time-to-time.
  8. Customer Data will be hosted within the following region: United States

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

END OF EXHIBIT A

## Pricing Summary

Description	Document	Quantity/Hours	Extension	Total
SaaS Subscription Year 1	Exhibit A - Sass Service Schedule	650	\$ 78,403.00	
SaaS Subscription Year 2	Exhibit A - Sass Service Schedule	650	\$ 78,403.00	
SaaS Subscription Year 3	Exhibit A - Sass Service Schedule	650	\$ 78,403.00	
SaaS Subscription Year 4	Exhibit A - Sass Service Schedule	650	\$ 78,403.00	
SaaS Subscription Year 5	Exhibit A - Sass Service Schedule	650	\$ 78,403.00	
				<b>\$ 392,015.00</b>

Description	Document	Quantity/Hours	Extension	Total
Phase 1 SOW 0186.05 SaaS Migration	Exhibit B - Time & Attendance Conversion		\$ 25,000.00	<b>\$ 25,000.00</b>

Description	Document	Quantity/Hours	Extension	Total
Phase 2 SOW 0186.04 Saas Upgrade	Exhibit C - Time & Attendance Upgrade		\$ 25,000.00	<b>\$ 25,000.00</b>

Description	Document	Quantity/Hours	Extension	Total
Phase 3				
SOW 0186.007 - Schedules/Tracking/Bank Balance	Exhibit D - SOW Number 0186.007	424 Hours	\$ 106,000.00	
SOW 0186.008 Reporting Modifications - <b>Optional</b>	Exhibit E - SOW Number 0186.008	180 Hours	\$ 45,000.00	
SOW 0186010 - Suite Enablement	Exhibit F - Suite Enablement SOW	Fixed Fee	\$ 30,000.00	
SOW 0186.009 - Enablement of GET REST API's - <b>Optional</b>	Exhibit G - SOW Number 0186.010	Fixed Fee	\$ 5,000.00	
				<b>\$ 186,000.00</b>
<b>Total 5 Year Cost</b>				<b>\$ 628,015.00</b>