RESOLUTION NO. 2024 - 297

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE AWARD OF RFP NO: 1480; ENTERPRISE RESOURCE PLANNING (ERP) SOLUTION, AND EXECUTE CONTRACTS WITH THE TOP RANKED TEAM: COGNIZANT WORLDWIDE LIMITED AS IMPLEMENTER, WORKDAY, INC AS THE ERP SYSTEM, SHERPA GOVERNMENT SOLUTIONS, LLC (EUNA) AS THE BUDGET SYSTEM, AND CAN/AM TECHNOLOGIES, INC AS THE CASHIERING SYSTEM.

RECITALS

WHEREAS, the purpose of implementing an Enterprise Resource Planning (ERP) system is to create efficiencies and improve the effectiveness of the internal service departments that provide support to all County departments in its daily operations within budget, procurement, finance, human capital and other business systems. This project will allow the integration, consolidation, and automation of business processes currently handled in separate systems as well as the elimination of duplicative, manual, and offline processes. The County's current systems are outdated, disconnected and undersized, and not able to meet the needs of the County. Implementing a modern, integrated ERP software system with increased functionality, user access, reporting, automation, integration, and data structures will support the comprehensive needs of the County, including the internal service departments and end-user departments that use these core resources within their daily functions; and

WHEREAS, the SJC Purchasing division issued a formal Request for Proposals (RFP) in accordance with the SJC Purchasing Policy and received six (6) responsive proposals, which were evaluated and demonstrations were presented by a shortlist of two (2) firms. The Evaluation Committee, based upon the evaluation of Proposals and subsequent demonstrations, identified Cognizant Worldwide Limited, and the proposed solution of Workday/Sherpa/CanAM as the top ranked Proposer; and

WHEREAS, a separate contract is required for each firm within the team, and those contracts have been negotiated by staff, in order to serve the best interest of the County. Staff finds that entering into the negotiated contracts serves a public purpose; and

WHEREAS, it is the intent of the County that the services will be funded on an annual basis, based upon appropriation by the Board in the annual budget.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award RFP No. 1480; Enterprise Resource Planning (ERP) Solution to the top ranked Proposer's team as provided herein.

Section 3. Upon Board approval, the County Administrator, or designee is further authorized to finalize and execute a three (3) year contract with Cognizant Worldwide Limited, in substantially the same form and format as the attached documents for performance of the implementation services, in accordance with the RFP and as negotiated, for the total not-to-exceed cost of $2,530,554.60.

Section 4. Upon Board approval, the County Administrator, or designee, is further authorized to finalize and execute a contract with Workday, Inc, in substantially the same form and format as the attached documents for provision of the Workday system for an Initial Term of ten (10) years, at a total not-to-exceed cost of $10,592,049.00 for annual subscriptions and training services. This contract is subject to renewals beyond the initial term, which will be provided to the Board for approval prior to execution.

Section 5. Upon Board approval, the County Administrator, or designee, is further authorized to finalize and execute a contract with Sherpa Government Solutions (EUNA), in substantially the same form and format as the attached documents for implementation and provision of the Sherpa budgeting system for an Initial Term of ten (10) years, at a total not-to-

exceed cost of $1,834,613.76 for implementation services and annual subscriptions. This contract is subject to renewals beyond the initial term, which will be provided to the Board for approval prior to execution.

Section 6. Upon Board approval, the County Administrator, or designee, is further authorized to finalize and execute a contract with Can/Am Technologies, Inc, in substantially the same form and format as the attached documents for implementation, integration and provision of the Teller software for an Initial Term of ten (10) years, at a total not-to-exceed cost of $1,977,644.00 for implementation, integrations, and annual subscriptions. This contract is subject to renewals beyond the initial term, which will be provided to the Board for approval prior to execution.

Section 7. By approval of the Board, the awarded firms are granted permission to utilize the County's logo on their respective websites and/or in publications to reference the County as a user of the software solution(s) and a client of each firm. In the event of termination of any of the above Agreements, this permission shall be considered withdrawn effective immediately upon such termination, and firms are responsible for removing any such publication or use of the County's logo.

Section 8. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this 16th day of July, 2024.

Rendition Date JUL 16 2024

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____
      Sarah Arnold, Chair

ATTEST: Brandon J. Patty,
Clerk of Circuit Court & Comptroller

By: _____
      Deputy Clerk

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement"), dated as of July ___, 2024, is made by and between **St. Johns County, FL**, a political subdivision of the State of Florida with its principal office located at 500 San Sebastian View, St. Augustine, Florida 32084, United States of America ("Client"), and **Cognizant Worldwide Limited**, a United Kingdom limited liability company with its principal office located at 280 Bishopsgate, Liverpool Street, London EC2M 4AG, United Kingdom ("CWW" or "Cognizant"). In addition, **Cognizant Technology Solutions U.S. Corporation** ("CTS US") shall execute this Agreement together with Cognizant solely for the purpose of acknowledging that CTS US is authorized to perform for Cognizant any Services to be provided to Client in the United States of America pursuant to a relevant Statement of Work (as defined below), which CTS US or another U.S. Affiliate may also execute for such purpose as provided in Section 1.1. For the purposes of this Agreement, Client and Cognizant may each be referred to as "Party" or, collectively, as the "Parties." The Parties, intending to be legally bound, hereby agree as follows:

1.   SERVICES.

1.1   Services. Cognizant and Client will develop and enter into one or more statements of work incorporating a description of the specific services to be provided, each in a form mutually agreed by the Parties (a "Statement of Work" or "SOW"). Each Statement of Work will set forth, among other things, project scope, various project activities and tasks to be performed by the Parties, and roles and responsibilities of the Parties. Cognizant may provide to Client the following types of services as, and to the extent, described in each Statement of Work: (i) the management of certain business and IT operational services, which may be performed either onsite or from remote locations ("Managed Services"); (ii) certain consulting, development, integration and or other support services provided in addition to the Managed Services ("Professional Services"); and (iii) any other services described as Cognizant's obligation in a Statement of Work, (collectively the "Services"). In addition, Cognizant will provide to Client certain results or proceeds of the Services that are defined as deliverables in each Statement of Work (collectively, the "Deliverables"). Each Statement of Work shall specifically identify this Agreement and indicate that it is subject to the terms hereof and be executed by Client and Cognizant. Unless otherwise set forth herein or expressly identified in the SOW as a modification to a specified provision of this Agreement, to the extent there are any conflicts or inconsistencies between this Agreement and any Statement of Work, the provisions of this Agreement shall govern and control. Cognizant may engage any Affiliate (as hereinafter defined) of Cognizant to provide Services and Deliverables to Client and any Affiliates of Client for Cognizant under this Agreement. For SOWs executed in connection with work to be performed for Client in the United States of America, and solely to the extent that employees of a U.S.-domiciled Cognizant Affiliate who are foreign skilled workers are required for the provision of Services by Cognizant in connection with such SOW, such Cognizant Affiliate may also execute such SOW solely for the purpose of providing Services to Client for Cognizant. Any Affiliate of Cognizant may itself provide Services directly to Client and any Affiliates of Client under this Agreement by executing SOWs in its own name, exclusive of Cognizant, and only for the purposes of any such SOW(s), shall be considered "Cognizant" as that term is used in this Agreement. In the event Cognizant seeks to add or change the Affiliate providing Services under the SOW, Cognizant will provide at least ten (10) days' notice to the Client prior to engagement of such Affiliate. Any Affiliate of Client may enter into SOW(s) with Cognizant or any Affiliate of Cognizant and, only for the purposes of any such SOW(s), shall be considered "Client" as that term is used in this Agreement. As used herein, the term "Affiliate" means any entity that controls or is controlled by or is under common control with Cognizant or

Client, as applicable, where "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies and operations of such entity, whether through ownership of voting securities, by contract or otherwise.

1.2 **Deliverables and Acceptance.** Deliverables, if any, under this Agreement will be as set forth under any SOW. Each SOW will describe, if applicable, the Deliverables that Cognizant is obligated to furnish to Client hereunder, the acceptance criteria for each of the Deliverables (the "Acceptance Criteria") and the completion criteria, if any, to signify completion of each phase of a project. Client shall review, evaluate and/or test, as the case may be, each of the Deliverables within the applicable time period set forth in a SOW (with respect to each Deliverable, the "Acceptance Period") to determine whether or not such Deliverable satisfies the applicable Acceptance Criteria in all material respects. If Client does not furnish a written notice to Cognizant specifying that a Deliverable has failed to satisfy its Acceptance Criteria in all material respects prior to the end of the Acceptance Period therefor and/or if Client commences using the Deliverables commercially or in a production environment, then Client will be deemed to have accepted such Deliverable. If any Deliverable fails to satisfy its Acceptance Criteria in any l respect, then Client will notify Cognizant in writing specifying the respects in which such Deliverable does not conform to the applicable Acceptance Criteria and what modifications are necessary to make it conform thereto. Thereafter, Cognizant shall use all reasonable efforts to modify such Deliverable to so conform and the Deliverable will be resubmitted for acceptance by Client. If, after repeated attempts, Cognizant is unable to remedy any non-conforming portion of any Deliverable, Client may terminate pursuant to Section 12.2 herein.

2. PROJECT SCHEDULE; CHANGES.

2.1 **Project Schedule; Changes**. Each Statement of Work will set forth the projected work effort and schedule applicable to the Services. All statements and agreements concerning time are based upon information available and circumstances existing at the time made, and each Statement of Work is subject to equitable adjustment upon any material change in such information or circumstances, the occurrence of an excusable delay (as provided for in Section 2.2 hereof) or upon modification of the scope, timing or level of work to be performed by Cognizant. Either Party will be entitled to propose changes. It is mutually acknowledged that any such change may affect the fees or charges ("Charges") payable to Cognizant and/or the project schedule. Neither Party shall have any obligation respecting any change until an appropriate change order or amendment to the applicable Statement of Work is executed and delivered by both Parties.

2.2 **Excusable Delays and Failures**. Cognizant will be excused from delays in performing, or from a failure to perform, hereunder to the extent that such delays or failures result from causes that are not reasonably foreseeable and are beyond Cognizant's reasonable control. Without limiting the generality of the foregoing, Client acknowledges that Client's failure or delay in furnishing necessary information, equipment or access to facilities, delays or failure by Client in completing tasks required of Client or in otherwise performing Client's obligations hereunder or under any Statement of Work and any assumption contained in a Statement of Work which is untrue or incorrect will be considered an excusable delay or excusable failure to perform hereunder and may impede or delay completion of the Services. Client further acknowledges that such delays or failures caused by Client may result in additional charges for the Services.

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3. PAYMENT.

3.1 Project Charges and Reimbursable Items. Client shall pay to Cognizant the Charges set forth in each Statement of Work, which such Charges shall be subject to adjustment by Cognizant annually unless otherwise expressly agreed in the applicable Statement of Work. Client will also reimburse Cognizant for all pre-approved, reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by Cognizant in connection with the Services and in accordance with Florida Statute 112.061, as set forth in each Statement of Work. Cognizant will have no obligation to perform any Services when any amount required to be paid by Client remains due and unpaid beyond the date such amount is due. Any suspension of Services by Cognizant as a result of Client's failure to make payment as required will extend the due dates of Deliverables and other Services to the extent impacted by such suspension or delay.

3.2 Invoices; Payments. Cognizant will invoice Client for all Charges and reimbursable items payable to Cognizant on a monthly basis or otherwise in accordance with the schedule set forth in the relevant Statement of Work as such payments are due. Client will pay the invoiced amount in full within forty-five (45) days of the date of each invoice, without deduction, setoff, defense or counterclaim for any reason; provided that the Client may withhold amounts disputed reasonably and in good faith pending resolution of such dispute. Client will pay interest, at a rate equal to the lesser of 1.5% per month (or part thereof) or the maximum legal rate permitted, on the amount shown on any invoice that is paid later than forty-five (45) days after the date of the invoice, other than such amounts that are disputed in such good faith during the pendency of the relevant dispute. All amounts hereunder will be invoiced and paid in United States Dollars.

3.3 Taxes. Cognizant shall pay and be solely responsible for any and all taxes, levies, duties and assessments of every nature which may be applicable to any Services performed under this Agreement, including, without limitation, any tax that Cognizant is required to deduct or withhold from any amount payable under this Agreement and shall make all payroll deductions and withholdings required by law. If Client is exempt from the payment of such taxes pursuant to applicable law, Client shall provide to Cognizant the required exemption certificate or other documents required to exempt the Services and Deliverables from such taxes in advance of invoicing for the Services and Deliverables.

3.4 3.4. Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Cognizant is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI or Form W-8BEN-E, Cognizant shall provide County a copy of Cognizant's current Form W-8ECI or Form W-8BEN-E prior to issuance of any invoice or payment under this Agreement. If Cognizant fails to timely provide a completed, current Form W-8ECI or Form W-8BEN-E as relevant, County will withhold all backup withholding taxes from the amounts due Cognizant, remit such sums to the IRS, and pay Cognizant only the remainder. County makes no representation regarding the tax treatment of amounts due to Cognizant, and Cognizant releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

4. OBLIGATIONS OF THE PARTIES.

4.1 Working Environment. For any Services to be provided by Cognizant at any of Client's sites, Client shall provide Cognizant's personnel with (i) a suitable and adequate work

environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including software, hardware and documentation; (iii) assistance to such personnel in a timely manner by promptly correcting any hardware or software problems that would affect the performance of Services; and (v) any other items set forth in each Statement of Work.

4.2   Client's Personnel Commitment. Client will ensure that all Client personnel who may be necessary or appropriate for the successful implementation of the Services will, on reasonable notice, (i) be available to assist Cognizant's personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as outlined in the Statement of Work; (iii) participate in progress and other Service related meetings; (iv) contribute to software and system testing; and (v) be available to assist Cognizant with any other activities or tasks required to complete the Services in accordance with the Statement of Work.

4.3   Export Control. Client agrees to notify Cognizant of any requirements for Deliverables or any other technology, technical data or information to which Cognizant will have access as a result of the Services that, in any case, will subject the Deliverables or the other technology, technical data or information to control under applicable export regulations under any classification other than EAR99 (or its non-U.S. equivalent) and, in such event, Client will (i) identify to Cognizant the applicable regulations (e.g. the United States Export Administration Regulations ("EAR") or the International Traffic in Arms Regulations ("ITAR")) and classifications (e.g. ECCN) and (ii) follow such guidelines as Cognizant may communicate to Client that reasonably are required to avoid violations. Each Party acknowledges and agrees that to the extent that any tangible or intangible technical data provided under this Agreement is subject to US export laws and regulations, such Party will not use, distribute, transfer, or transmit technical data provided by the other Party under this Agreement except in compliance with US export laws and regulations. Notwithstanding the foregoing, Client agrees that it will not provide Cognizant with any technology, technical data or information that is subject to control under the ITAR. In the event that Client wishes to provide Cognizant with ITAR-controlled technology, technical data or information, Client will notify Cognizant in writing of such intent, and the Parties agree to cooperate to determine the appropriate agreements and controls, if any, required before Client makes such disclosure.

4.4   FCPA. Neither Party shall take any action in connection with the performance of its obligations under this Agreement that violates the Foreign Corrupt Practices Act, as amended, and the rules and regulations thereunder in any manner that has a material adverse impact on the other Party. To the extent that any of the Services or Deliverables cannot be performed or provided without violation of any law, regulation, or other control, then Cognizant shall not be obligated to provide the same and the applicable Statement of Work shall be amended accordingly.

4.5   Work Authorization/HR Compliance/Relationship Matters. In the event that it is necessary for Cognizant to obtain visas or work permits for Cognizant personnel, Client will cooperate with Cognizant to facilitate Cognizant's efforts, including, but not limited to, providing, and hereby consents to Cognizant providing to immigration authorities, documentation indicating the nature and location of the work to be performed, the necessity of the work to be performed, and other documentation as may be reasonably required and related to this Agreement (including the existence and terms of this Agreement and the identity of the Parties hereto), and posting such notices as may be legally required (including any legally required notice posting at Client sites from which the parties contemplate services being provided by Cognizant personnel who

are foreign skilled workers). Notwithstanding anything herein to the contrary, Client hereby authorizes Cognizant to use Client's name and/or logo to internally (within Cognizant) or externally reference to Client as a Cognizant customer and to describe the services provided to Client.

5. OWNERSHIP.

5.1 Ownership of Developed IP. Unless otherwise agreed in an SOW, Cognizant agrees that, upon Client's payment in full, the software or other works of authorship developed by Cognizant or its Affiliates specifically for Client as a Deliverable or a part of a Deliverable, as set forth in a Statement of Work ("Developed IP") shall be the property of, and ownership shall vest in, Client. Developed IP does not include Cognizant Confidential Information, Cognizant Proprietary Intellectual Property (as defined below), any Third-Party Items, or any derivative of the foregoing, that may be incorporated into a Deliverable. Cognizant agrees to take, at Client's cost and expense, all actions requested by Client which are reasonably necessary to assure the conveyance to Client of the foregoing rights to the Developed IP.

5.2 Residual Rights. Notwithstanding anything to the contrary herein, Cognizant, Cognizant Affiliates, and their respective employees and agents shall be free to use and employ any Residual Information. "Residual Information" means the general knowledge, ideas, know-how, experience, and techniques that would be retained in the unaided memory of an ordinary person skilled in the art, not intent on appropriating the proprietary information of the disclosing party. Nothing in this paragraph, however, shall be deemed to grant a license under Client's registered intellectual property rights.

5.3 Cognizant Proprietary Intellectual Property. Client acknowledges that Cognizant personnel may utilize proprietary software, methodologies, tools, specifications, drawings, sketches, models, samples, records, documentation, works of authorship, creative works, ideas, know-how, research results, data or other materials which have been or are originated, developed, licensed, purchased, or acquired by Cognizant or its Affiliates or subcontractors (collectively, "Cognizant Proprietary Intellectual Property"); which constitutes Cognizant Confidential Information. Client agrees that Cognizant Proprietary Intellectual Property and Residual Information, any derivatives of Cognizant Proprietary Intellectual Property or Residual Information, is the sole property of Cognizant (or its licensors) and that Cognizant (or its licensors) will retain sole and exclusive title to and ownership thereof. If any Cognizant Proprietary Intellectual Property owned by Cognizant is embedded in a Deliverable, Cognizant grants to Client a worldwide, royalty free, non-exclusive, transferable, perpetual license to use, execute and perform such Cognizant Proprietary Intellectual Property as a functional element of the applicable Deliverable, subject to any additional terms or limitations set forth in the applicable Statement of Work, and provided that no portion of the Cognizant Proprietary Intellectual Property is separated or unbundled from the applicable Deliverables or used as a stand-alone product or development tool. Except as expressly provided in the foregoing sentence, nothing contained in this Agreement or otherwise shall be construed to grant to Client any right, title, license or other interest in, to or under any Cognizant Proprietary Intellectual Property (whether by estoppel, implication or otherwise). Any license to Cognizant Proprietary Intellectual Property that is not embedded in Deliverables or that is commercially available will be pursuant to a separate license agreement between Client and Cognizant (or its licensor).

5.4 Client Provided IP and Third-Party Items. Client grants Cognizant and its Subcontractors a non-exclusive, paid-up license to use, execute, reproduce, distribute, and prepare derivative works of Client software and third-party software licensed to Client, as further defined in the SOW, as reasonably required to perform Services. Cognizant shall obtain Client's

prior written consent before embedding in Deliverables or installing in Client's environment any proprietary third-party tools or applications. If any third party tools, applications, utilities and cloud infrastructure are distributed, resold, or provided to Client in connection with this Agreement (collectively, "Third-Party Items"), such Third-Party Items shall be provided AS-IS and may be made available to Client under a separate agreement between Client and the licensor of the Third-Party Item or made available to Client by Cognizant under a separate agreement or pass-through terms set forth in an SOW, which shall apply to the relevant Third-Party Item(s) in lieu of any of the terms of this Agreement. Notwithstanding anything to the contrary herein, Client's use of each open-source component incorporated by Cognizant into a Deliverable will be governed by, and is subject to the terms and conditions of the applicable open-source license.

5.5   Installation of Tools. Cognizant may use certain Cognizant owned or licensed Tools (the "Tools"), including those set forth in the applicable SOW in connection with its performance of the Services. The Tools are Cognizant Proprietary Intellectual Property and are not part of any Deliverable. As between Cognizant and Client, Cognizant is the sole owner of the Tools, together with all modifications, enhancements and changes to the Tools and the information generated by any of the foregoing. Client consents to Cognizant's installation of the Tools onto Client's systems. Only Cognizant may install, configure, control, or grant access to the Tools. Client agrees that Cognizant may uninstall and remove the Tools at any time, and that the consent set forth in this paragraph is not a software license or subscription agreement. Cognizant will use the Tools as installed on Client's systems solely to perform the Services for Client.

6.   CONFIDENTIAL INFORMATION.

6.1   Confidentiality Obligations. For a period of three (3) years from the date of disclosure of the applicable Confidential Information (as hereinafter defined), Client and Cognizant shall each (i) hold the Confidential Information of the other in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (ii) not use the Confidential Information of the other Party for any purpose whatsoever except as expressly contemplated under this Agreement or any Statement of Work. Except with the express written consent of the other Party, each Party shall disclose the Confidential Information of the other Party only to those of its and its affiliates' employees, officers, directors, subcontractors, agents or representatives having a legitimate need to know the information for the purposes of this Agreement ("Representatives") and shall take all reasonable precautions to ensure that such Representatives comply with the provisions of this Section 6.1.

6.2   Definition. The term "Confidential Information" shall mean any and all information or proprietary materials other than Personal Information (as defined in Exhibit A attached hereto) (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by either Party (the "disclosing party") to the other (the "receiving party") in connection with the efforts contemplated hereunder, including (i) all trade secrets, (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, and (iii) information relating to business plans, sales or marketing methods and customer lists or requirements.

6.3   Exceptions. The obligations of either Party under Section 6.1 will not apply to information (other than Personal Information) that (i) was in the receiving party's possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally

available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the receiving party, (iii) has been received from a third party without restriction on disclosure and without breach of agreement by the receiving party, or (iv) is independently developed by the receiving party without regard to the Confidential Information of the disclosing party. In addition, the receiving party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it, or as may otherwise be required by applicable law or statute; *provided* that the receiving party (a) gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy, (b) discloses only such Confidential Information as is required by the governmental entity, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

7. **Public Records**

Cognizant shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119) as applicable to the performance of Cognizant's Services, specifically to:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

(2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and following expiration of this Agreement, or earlier termination thereof, if Cognizant does not transfer the records to the County; and

(4) Upon completion of this Agreement, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Cognizant or keep and maintain for inspection and copying all public records required by the County to perform the Services.

If Cognizant, upon expiration of this Agreement or earlier termination thereof: i) transfers all public records to the County, Cognizant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Cognizant shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by Cognizant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF COGNIZANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT

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THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084.

8.   DATA PROTECTION

8.1   Data Protection. If and to the extent that the Services require Cognizant to process Client's Personal Information, the Parties shall abide by the terms set forth under Exhibit A attached hereto.

9.   **INDEMNIFICATION.**

9.1   Intellectual Property Rights Indemnity. Cognizant and Client (in such case, the "indemnifying party") each agree to indemnify and hold harmless the other (in such case, the "indemnified party") from and against any costs and damages awarded against the indemnified party by a court of competent jurisdiction pursuant to a final judgment as a result of, and defend the indemnified party against, claims of infringement of a U.S. patent or registered copyright or misappropriation of any trade secret related to a Deliverable (in the case of indemnification by Cognizant) or any claim relating to Cognizant's possession, use or modification of any software, documentation, data or other property provided by Client (in the case of indemnification by Client).

9.2   Intellectual Property Rights Exclusions.   Cognizant shall have no obligation under Section 8.1 or other liability for any infringement or misappropriation claim resulting or alleged to result from: (i) modifications made other than by Cognizant, (ii) use of the Deliverables other than for Client's internal purposes or in combination with any equipment, software or material not approved or provided by Cognizant, (iii) Client's use or incorporation of materials not provided by Cognizant, (iv) the instructions, designs or specifications provided or approved by Client; (v) any software or other materials furnished by any third party; or (vi) Client's continuing the allegedly infringing activity after being notified thereof or after being informed and provided with modifications that would have avoided the alleged infringement.

9.3   Infringement Remedies. In the event of an infringement or misappropriation claim as described in Section 8.1 above arises, or if Cognizant reasonably believes that a claim is likely to be made, Cognizant, at its option and in lieu of indemnification, and at its expense, must: (i) modify the applicable Deliverables so that they become non-infringing but functionally equivalent; or (ii) replace the applicable Deliverables with material that is non-infringing but functionally equivalent; or (iii) obtain for Client the right to use such Deliverables upon commercially reasonable terms; or (iv) remove the infringing or violative Deliverables and refund to Client the fees received for such Deliverables that are the subject of such a claim. This Section 8 sets forth the exclusive remedy and entire liability and obligation of each Party with respect to intellectual property infringement or misappropriation claims, including patent or copyright infringement claims and trade secret misappropriation.

9.4   Personal Injury and Property Damage Indemnity. Cognizant and Client each agree to indemnify, defend and hold harmless the other from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of third party claims for bodily injury or damage to real or tangible personal property, not including software, data, and documentation, to the extent caused directly and proximately by the negligence or willful misconduct of the indemnifying party, its employees or agents.

9.5   **Indemnification Procedures**. The obligations to indemnify, defend and hold harmless set forth above in this Section will not apply to the extent the indemnified party was responsible for giving rise to the matter upon which the claim for indemnification is based and will not apply unless the indemnified party (i) promptly notifies the indemnifying party of any matters in respect of which the indemnity may apply and of which the indemnified party has knowledge; (ii) gives the indemnifying party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof, provided that the indemnifying party shall not settle any such claim or action without the prior written consent of the indemnified party; and (iii) cooperates with the indemnifying party, at the indemnifying party's cost and expense in the defense or settlement thereof. The indemnified party may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice on a monitoring, non-controlling basis.

10.   **WARRANTY.**

10.1   **Limited Warranty**. Cognizant warrants the following:

10.1.1 the applicable Services rendered hereunder will be performed by qualified personnel;

10.1.2 the Professional Services performed will substantially conform to any applicable requirements set forth in the Statement of Work for a period of sixty (60) days (the "Warranty Period") following performance of such Professional Services; and

10.1.3 during the Warranty Period, the Deliverable(s) will materially conform to the corresponding product specifications set forth in the applicable Statement of Work for such Deliverable.

10.2   **Remedies**. Cognizant does not warrant that any Deliverable will operate uninterrupted or error-free, provided that Cognizant shall remain obligated pursuant to this Section. In the event that any Deliverable or Service fails to conform to the foregoing warranty in any material respect, Cognizant shall, at its expense, to promptly cure or correct such failure. The foregoing warranty is expressly conditioned upon (i) Client providing Cognizant with written notice within ten (10) days of receipt of any claim thereunder prior to the expiration of the applicable Warranty Period, which notice must identify with particularity the non-conformity; (ii) Client's full cooperation with Cognizant in all reasonable respects relating thereto, including, in the case of modified software, assisting Cognizant to locate and reproduce the non-conformity; and (iii) with respect to any Deliverable, the absence of any alteration or other modification of such Deliverable by any person or entity other than Cognizant.

10.3   **Disclaimer**. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.1, COGNIZANT DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER SUCH REPRESENTATION, WARRANTY, OR CONDITION BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION, WARRANTY OR CONDITION FROM COURSE OF DEALING OR USAGE OF TRADE.

10.4   **Responsibility of Client**. In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is determined not to be Cognizant's responsibility hereunder (including any problem with Client's third party vendors, Client's computer hardware or software that was not caused by any Services performed by Cognizant),

Client will be responsible to pay Cognizant for all costs incurred for all evaluation, correction or other services performed by Cognizant relating to such claim on a time and materials basis at Cognizant's then standard billing rates.

11. LIMITATION OF LIABILITY AND REMEDIES.

11.1 Exclusion of Damages. In no event shall either Party be liable to the other Party or any other person or entity for any lost profits, special, exemplary, indirect, incidental, consequential or punitive damages or liabilities, or for any costs (including transition costs) associated with procuring substitute or replacement services, of any kind or nature whatsoever (collectively, "Indirect Damages"), whether in an action based on contract, warranty, strict liability, tort or otherwise, even if such Party has been informed in advance of the possibility of such Indirect Damages or such Indirect Damages could have been reasonably foreseen by such Party.

11.2 Total Liability. In no event shall Cognizant's liability to Client or any other person or entity arising out of or in connection with this Agreement or the Services exceed, in the aggregate, the total fees paid by Client to Cognizant for the particular Service or Deliverable with respect to which such liability relates (or in the case of any liability not related to a particular portion of the Services, the total fees paid by Client to Cognizant under the applicable Statement of Work) in the twenty-four (24) month period preceding the last act or omission giving rise to any such liability, whether such liability is based on an action in contract, warranty, strict liability or tort (including, without limitation, negligence) or otherwise. The limitations specified in this Section will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

12. EMPLOYEES.

12.1 No Employee Relationship. Neither Party's personnel shall be deemed to be employees of the other Party. Each Party and its Affiliates shall be solely responsible for the payment of all compensation to its employees, including provisions for employment taxes, workmen's compensation and any similar taxes associated with employment of its personnel. A Party's employees shall not be entitled to any benefits paid or made available by the other Party to its employees.

12.2 Non-Solicitation Obligations. During the term hereof and for a period of twelve (12) months thereafter, neither Party shall, directly or indirectly, solicit for employment or employ, or accept services provided by, (i) any employee of the other Party (including employees of Cognizant's Affiliates); or (ii) any former employee of the other Party (including former employees of Cognizant's Affiliates) who performed any work in connection with or related to the Services.

12.3 Subcontractors and Third-Party Providers. In addition to the right to engage Affiliates to provide Services as specified hereunder, Cognizant may, upon Client's prior approval (not to be unreasonably withheld), engage non-Affiliate third parties which will be responsible for providing a portion of the Services that Cognizant provides to Client (such as field services and end user support) where such services are not dependent on a product being provided by such third party ("Subcontractors"), provided that such Subcontractors have executed appropriate confidentiality agreements with Cognizant. Cognizant may also (i) engage vendors providing equipment or software (and services in support of such equipment or software) to support the provision of Services and/or (ii) subcontract for third party services or products that are not principally dedicated to performance of Services for the Client, which are not material to a function constituting a part of the Services, do not result in a material change in the way Cognizant

conducts its business, or are composed of small scale temporary labor (collectively, "Third-Party Providers"). For the avoidance of doubt, Third Party Providers shall not be deemed "Subcontractors" as such term is defined under this Section 11.3. Cognizant may engage such Third-Party Providers pursuant to such Third-Party Providers' standard terms and conditions. To the event Client seeks to use the relevant Third Party Providers' products or services, Client shall have an opportunity to review and may agree in writing to be bound by the Third-Party Providers' standard terms and conditions to the extent necessary, if at all, for Client to (iii) be able to use of the relevant Third-Party Provider's product or services in connection with its receipt of the Services and/or (iv) make use of any of the Services supported by such Third-Party Provider's product/services. No engagement of Subcontractors or Third-Party Providers hereunder will relieve Cognizant from any of its obligations under this Agreement.

12.4   Nondiscrimination.   To the extent applicable to Services under this Agreement, Cognizant shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified 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. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

13.   TERM AND TERMINATION.

13.1   Term. The Agreement is effective as of the date on the Agreement and shall continue in effect for an initial term ending three years thereafter (except with respect to any Statement of Work for which the term set forth in such Statement of Work has not yet been completed, which Statement of Work shall continue until expiration or termination). Thereafter, the Agreement may be extended by mutual written agreement

13.2   Termination for Non-appropriation. If a governing body of the Client fails to appropriate monies sufficient to adequately fund the amounts required under this Agreement, then then Client may terminate this Agreement by providing Cognizant with thirty (30) days prior written notice of such termination. In the event this Agreement is terminated for non-appropriation in accordance with this Section 13.2 all attached Statements of Work shall also terminate.

13.3   Termination or Suspension. This Agreement may be terminated in whole or in part by either Party (the "non-breaching party") upon written notice to the other Party if any of the following events occur by or with respect to such other Party (the "breaching party"): (i) the breaching party fails to materially comply with of any of its obligations hereunder (a "material breach") and fails to cure such material breach within thirty (30) days after receipt of notice of such breach or fails to reach an agreement with the non-breaching party regarding the cure thereof; or (ii) any insolvency of the breaching party, any filing of a petition in bankruptcy by or against the breaching party, any appointment of a receiver for the breaching party, or any assignment for the benefit of the breaching party's creditors. In addition to any right to terminate as provided in this Agreement, the Parties agree that in connection with any dispute for which Client withholds the payment of charges pursuant to this Agreement, if the total amount being disputed (other than amounts in dispute resulting from clear billing errors of Cognizant), plus any amount that is undisputed but past due and any interest that has accrued thereon, exceeds the amount of fees billed by Cognizant in the then-prior three-month period (the "Disputed Amount"), Cognizant may, without liability to Client or its Affiliates, with at least 30 days' prior written notice to Client, suspend the further delivery of Services that are not paid for in advance until all payment disputes are resolved

using the dispute resolution process set forth in this Agreement. If, after resolution, Client pays the Disputed Amount, Cognizant shall promptly recommence performance of the Services and all Cognizant timing obligations and delivery commitments under this Agreement and/or each applicable SOW shall be extended by the number of days between the date of suspension and the date Cognizant recommences performance of the relevant Services.

13.4 **Payment upon Termination**. Upon termination in accordance with Section 13.2, Cognizant will be entitled to recover payment for all Services rendered through the date of termination (including for work in progress), and in the event of termination of this Agreement, in whole or in part, by either Party pursuant to this Section 13, Cognizant will also be entitled to recover those reasonable costs incurred in anticipation of performance of the Services to the extent they cannot reasonably be eliminated.

13.5 **Survival**. In the event of termination or upon expiration of this Agreement, Sections 3, 5, 6, 8, 9 (subject to the expiration of any warranty period), 10, 11, 12, 13 and 14 hereof will survive and continue in full force and effect.

14.   MISCELLANEOUS.

14.1 **Governing Law**. This Agreement will be governed by the laws of the State of Florida, without reference to the principles of conflicts of law. Venue for any administrative and/or legal action arising under the Agreement shall be St. Johns County, Florida. The Parties acknowledge and agree that this Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code of any State having jurisdiction. In addition, the provisions of the Uniform Computerized Information Transaction Act and United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. To the fullest extent permitted by Law, each Party irrevocably waives all rights to a trial by jury.

14.2 **Dispute Resolution**.

> **Informal Negotiations**. If any dispute between the Client and Cognizant arises under this Agreement and such dispute cannot be resolved by good faith negotiations at the field level between the Project Managers of Cognizant and Client, such dispute shall be promptly escalated to the Senior Representatives of the Parties, upon request of either party, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving the dispute or disagreement.
>
> The Senior Representative for the Client shall be the Chief Performance Officer.
>
> The Senior Representative for the Contractor shall be the supervisor of the Project Manager, or a principal of Cognizant.
>
> If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both Parties, Cognizant shall submit a Contract Claim as provided herein.
>
> Prior to filing a Contract Claim, Cognizant shall first exhaust all remedies set forth in this Agreement. Claims arising from this Agreement shall be filed with the Purchasing

Director within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing by both Parties, Cognizant is required to proceed with performance of the Services in accordance with the SOW, but subject to the Disputed Amount threshold set forth in Section 13.3 above (Termination or Suspension). The Contract Claim shall include, at a minimum, the following:

a. The name and address of Cognizant and any legal counsel; and

b. Cognizant's address to which the Client's rendered decisions shall be sent; and

c. Identification, and a copy, of the final adverse decision or document that is the subject of the Contract Claim and any exhibits, evidence or documents which Cognizant deems applicable to the issues raised in the Contract Claim; and

d. Identification of the administrative remedies provided for in this Agreement that were pursued prior to the Contract Claim and the outcome; and

e. A statement of the grounds for each issue raised in the Contract Claim to be reviewed and the applicable provisions of this Agreement, as well as any applicable Laws, or other legal authorities which Cognizant deems applicable to the Contract Claim.

During the Purchasing Director's review of the Contract Claim, the Purchasing Director may request additional information from the project team of both parties. The Parties must provide the requested information within the time period set forth in the request. Failure of either party to timely comply may result in resolution of the Contract Claim without consideration of the requested information.

The Purchasing Director shall render a decision on the Contract Claim within twenty-one (21) calendar days of the deadline for receipt of all requested information. The written decision of the Purchasing Director shall be sent to Cognizant at the address provided in the Contract Claim, or as otherwise agreed to by the Parties.

The decision for any Contract Claim by the Purchasing Director may be appealed by the Contractor to the County Administrator. Cognizant must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Purchasing Director's decision. Failure by the Cognizant to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation, and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, unless Cognizant takes legal action in Circuit Court. For avoidance of a doubt, Cognizant shall have the right to pursue a claim in court after receipt of the County Administrator's decision.

14.3 Binding Effect and Assignment. Neither Party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, except either Party may, upon prior written notice to the other Party (but without any

obligation to obtain consent of such other Party), assign this Agreement or any of its rights hereunder to any Affiliate of such Party, or to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such Party, if such entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assignees. Client reserves the right to terminate for its convenience in the event of such assignment upon thirty (30) days prior written notice, subject to Section 13.4 (Payment Upon Termination).

14.4   No Third-Party Beneficiaries. This Agreement is solely for the benefit of Client and Cognizant and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than Client and Cognizant, any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon Client and Cognizant.

14.5   Notices.

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Agreement shall be validly given when delivered as follows:

i.   Hand delivered to the Party's authorized representative or hand delivered during normal business hours and addressed as shown below, or

ii.   Delivered by registered U.S. Mail, commercial express carrier, (postage prepaid, delivery receipt requested), with a copy via electronic mail, to the following addresses:

St. Johns County	Cognizant Worlwide Limited
500 San Sebastian View	Address: 280 Bishopsgate, Liverpool Street
St. Augustine, FL 32084	London EC2M 4AG, United Kingdom
Attn: Leigh A. Daniels	Attn: General Counsel
Email Address: ldaniels@sjcfl.us	Email: legal@collaborativesolutions.com

With a copy to:

St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Email Address: jferguson@sjcfl.us

Notices shall be deemed to have been given upon 3 days from mailing of notice, or upon email of copy, unless certification of receipt is provided earlier. Client and Cognizant may each change the above addresses at any time upon prior written notice to the other party.

14.6   Amendments and Waivers. This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by either Party with respect to any default,

misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

14.7   Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

14.8   Counterparts. This Agreement and each Statement of Work may be executed in several counterparts and by facsimile signature, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. A telecopy signature shall be as legally effective as an original signature.

14.9   Entire Agreement. This Agreement, RFP #1480 and Cognizant's response thereto, and all Exhibits, attachments and addenda thereto, and all Statements of Work constitute the complete and exclusive statement of the agreement between the Parties and supersede all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

14.10 Press Releases and Announcements. Either Party may make any public disclosure it believes in good faith is required by applicable law, regulation or stock market rule (in which case the disclosing party shall use reasonable efforts to advise the other Party and provide it with a copy of the proposed disclosure prior to making the disclosure).

14.11 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

14.12 Consents and Approvals. Except where expressly provided as being in the discretion of a Party, where approval, acceptance, consent or similar action by either Party is required under this Agreement or the applicable Statement of Work, such action shall not be unreasonably withheld or delayed.

14.13 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies
Cognizant warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Cognizant shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of this Agreement.

Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of $1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Agreement, Cognizant certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject

Cognizant to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or Cognizant is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

14.14 Compliance with Florida Statute 287.138

14.14.1   Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants Cognizant access to personal identifiable information if: 1) Cognizant is owned by the government of a Foreign Country of Concern (as defined by the statute): (2) the government of a Foreign Country of Concern has a controlling interest in the entity; or (3) Cognizant is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Agreement with liability to ensure the County's continued compliance with the statute.

14.14.2   Pursuant to 287.138 F.S., effective January 1, 2024, if Cognizant may access, receive, transmit, or maintain personal identifiable information under this Agreement, Cognizant must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Cognizant shall submit a Foreign Entity Affidavit to the County prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County.

14.15 Anti-Bribery

Cognizant, its Affiliates, and its Subcontractors shall at all times during the term of this Agreement comply with all anti-bribery and corruption laws that are applicable to the performance of this Agreement. Cognizant represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Cognizant shall immediately notify the County of any violation (or alleged violation) of this provision.

14.16 Equal Employment Opportunity

During the performance of this Agreement, Cognizant agrees as follows:

14.16.1 Cognizant will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Cognizant will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Cognizant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

14.16.2   Cognizant will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry,

marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

14.16.3 Cognizant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Cognizant's legal duty to furnish information.

14.17 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Cognizant and its Subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

a. Cognizant shall require each of its Subcontractors to provide Cognizant with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Cognizant shall maintain a copy of such affidavit for the duration of this Agreement.

b. The Client, Cognizant, or any Subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

c. The Client, upon good faith belief that a Subcontractor knowingly violated these provisions regarding employment eligibility, but Cognizant otherwise complied, shall promptly notify Cognizant and Cognizant shall immediately terminate the contract with the Subcontractor.

d. The Cognizant acknowledges that, in the event that the Client terminates this Agreement for Cognizant's breach of these provisions regarding employment eligibility, then Cognizant may not be awarded a public contract for at least one (1) year after such termination. Cognizant further acknowledges that Cognizant is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility, subject to Section 11 above.

14.18 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

14.19 Conflict of Interest

Cognizant represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder. Cognizant further represents that no person having any interest shall be employed for said performance.

Cognizant shall promptly notify Client in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence Cognizant's judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that Cognizant may undertake and request an opinion of the Client, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by Cognizant.

Client agrees to notify Cognizant of its opinion by certified mail within 30 days of receipt of notification by Cognizant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by Cognizant, the Client shall so state in the notification and Cognizant shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to Services provided to the Client by Cognizant under the terms of this Agreement.

14.20   Examination of Cognizant's Records

The County or its authorized representative shall, until the expiration of five (5) years after final payment under this Agreement, have access to, and the right to examine any directly pertinent books, documents, papers and records of Cognizant involving transactions relating to Cognizant's performance of the Services pursuant to this Agreement, and to make copies, excerpts and transcriptions thereof.   If any such examination reveals that Cognizant has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Agreement, then Cognizant shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Cognizant, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have. Any audits shall be subject to the following limitations: (i) Client audits shall not occur more than annually (unless required by applicable laws); (ii) Client shall give Cognizant at least thirty (30) days' prior notice of its intention to audit; (iii) Client's third party auditors (if applicable) shall be mutually agreed by the parties and, in any case, shall not be competitors of Cognizant; (iv) Client's third party auditors shall execute appropriate non-disclosure agreements; (v) Client audits shall be conducted during normal business hours; (vi) in no event shall Client's audit rights hereunder entitle Client or its auditors to access Cognizant workforce management-related tools or activities (or any data generated in connection therewith) and (vii) Client or its third party auditors shall comply with any and all reasonable security and confidentiality guidelines and other policies of Cognizant with respect to the audit and shall take reasonable measures to prevent unnecessary disruption to Cognizant's operations.

14.21   Insurance Requirements

All insurance policies shall be issued by companies authorized to transact business in the State of Florida. Cognizant shall furnish proof of insurance to the Client prior to execution of this Agreement. No Services shall commence under this Agreement until Cognizant has obtained all insurance coverages required as stated herein. Certificates of insurance shall clearly indicate Cognizant has obtained insurance of the type, amount, and classification as required herein. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until expiration or termination of this Agreement.

No less than ten (10) days written notice shall be provided to the Client prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days following expiration of the current policy.

The types and amounts of insurance required under this Agreement do not in any way limit or expand the liability of Cognizant including under any warranty or indemnity provision herein or any other obligation whatsoever Cognizant may have to the Client or others.

The term "Additional Insured" shall mean St. Johns County, its elected officials, officers, employees, agents and representatives. Certificates of Insurance shall specifically name each Additional Insured for all policies of insurance except Crime, Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Purchasing Department

Cognizant shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS.

Cognizant shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance with minimum limits of $2,000,000 per occurrence, $3,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for the Services and/or operations completed under this Agreement, whether such Services or operations are by Cognizant or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

Cognizant shall procure and maintain during the life of this Agreement, Business Automobile Liability Insurance with minimum limits of $300,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles. Cognizant shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of $2,000,000 per claim and aggregate. A three-year tail policy shall be required upon termination/cancellation of required Professional Liability Coverage. Cognizant shall procure and maintain, during the life of this Agreement, Technology Errors & Omissions/Professional Liability with minimum limits of $5,000,000 per occurrence and aggregate. The Technology Errors and Omissions/Professional Liability Insurance shall cover Cognizant and third parties for, at a minimum, the following: Liability for Technology Products/Services, Data Breach, Media Content, Privacy Liability and Network Security. Coverage retro date shall be prior to commencement of Services under this Agreement.
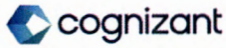
Cognizant shall procure and maintain during the life of this Agreement, Cyber Liability insurance with minimum limits of $2,000,000.00 per claim and aggregate.

Cognizant shall procure and maintain during the life of this Agreement, Crime Coverage with minimum limits of $2,000,000 per occurrence.

The required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Providing and maintaining adequate insurance coverage is a material obligation of Cognizant. Client has no obligation or duty to advise Cognizant of any non-compliance with the insurance requirements contained in this Section.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

14.22   Availability of Funds
The Client's obligations under this Agreement are subject to the availability of lawfully appropriated Client funds. While the Client will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the Client makes no express commitment to provide such funds in any given Client fiscal year. Moreover, it is expressly noted that Cognizant cannot demand that the Client provide any such funds in any given Client fiscal year.

IN WITNESS WHEREOF, Cognizant and Client have caused this Agreement to be signed and delivered by their duly authorized officers, all as of the date first herein above written.

COGNIZANT WORLDWIDE LIMITED   **ST. JOHNS COUNTY, FL**

Signature:_____   Signature:_____

Print Name:_____   Print Name: _____

Title:_____   Title: _____

Legally Sufficient:

_____
Office of County Attorney

_____
Date

ATTEST: Clerk of Circuit Court & Comptroller, Brandon Patty

_____
Deputy Clerk

_____
Date

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Solely for the purpose of acknowledging that CTS US may perform local services in the United States of America in accordance with Section 1.1:

COGNIZANT TECHNOLOGY SOLUTIONS U.S. CORPORATION

Signature:_____

Print Name:_____

Title:_____

EXHIBIT A

DATA PROTECTION AGREEMENT

This Data Protection Agreement (this "**DPA**"), is entered into by and between **Cognizant Worldwide Limited** (collectively with its Affiliates, "**Cognizant**") and **St. Johns County, FL** ("**Client**") (each a "**Party**" and collectively, "**Parties**"), pursuant to the terms and conditions of the Master Services Agreement (the "**Agreement**") effective _____ between the Parties.

General Data Protection Terms

1. **Introduction.**

   1.1. Order of Precedence. This DPA is part of the Agreement, and the terms of this DPA are in addition to, and not in lieu of, the terms in the Agreement. Other than with respect to the limitations of liability set forth in the Agreement, which shall govern and control in all cases, the terms of this DPA shall prevail over any conflicting terms in the Agreement's other sections.

2. **Definitions.**

   2.1. In this DPA:

   a. "**Access**" or "**Accessing**" means to access, view, alter, use, process, transfer, store, host, disclose, erase, destroy, or dispose of Protected Data, and includes any operation or set of operations performed upon Protected Data, whether or not by automated means.

   b. "**Applicable Laws**" means the privacy, data security, and data protection laws, directives, regulations, orders, and rules in the jurisdiction(s) applicable to the Cognizant and/or the Services provided under the Agreement.

   c. "**Applicable Standards**" means government standards, industry standards, and commercially reasonable practices related to privacy, data security or data protection that are applicable to Cognizant and the Services provided under the Agreement, or such other standards as otherwise agreed to by the Parties and specifically set forth in an applicable Statement of Work or other written agreement.

   d. "**Authorized Person(s)**" means the individual(s) to whom Client or Cognizant has granted Access to Protected Data.

   e. "**Employee Personal Data**" means the Personal Information of the personnel of Cognizant, Cognizant's Affiliates, or Cognizant subcontractors or other representatives.

   f. "**European Data Protection Legislation**" means: Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC ("**General Data Protection Regulation**"), including any applicable delegated acts adopted by the European Commission and any

applicable national legislation made under or otherwise adopted by member states of the EEA (defined below), Switzerland, or the UK pursuant to specific rights or powers contained within the General Data Protection Regulation and all other applicable legislation in the EEA, Switzerland, and the UK relating to the protection of Personal Information.

g. "**include**" or "**including**" means including but not limited to.

h. "**Personal Data**" means: any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

i. "**Personal Information**" means: (i) information relating to an identified or identifiable individual in any form or medium; (ii) information related to an identified or identifiable individual that is protected under Applicable Law (including Personal Data); or (iii) information that is not specifically about an identified or identifiable individual but, when combined with other information, may identify an individual. In the event that the definition of Personal Information in this DPA is inconsistent with a definition of Personal Data, Personal Information, or similar concept under an Applicable Law, then the definition of such concept under the Applicable Law shall prevail solely to the extent of the inconsistency.

j. "**Protected Data**" means the Personal Information to which Client has granted Cognizant access for the performance of Cognizant's obligations under the Agreement.

k. "**Security Incident**" means the unauthorized or unlawful destruction, loss, alteration, or disclosure of Protected Data caused by Cognizant's breach of this DPA. Security Incidents will not include unsuccessful attempts to Access Protected Information or to interfere with system operations in an information system, such as "scans" or "pings" on a firewall.

l. "**Security Standards**" has the meaning set forth in Section 5 of this DPA.

2.2.   All capitalized terms that are not expressly defined in this DPA will have the meaning given to them in the Agreement. All examples are illustrative and not the sole or exclusive examples of a particular concept.

3. **General Obligations.**

3.1.   <u>Compliance</u>. Cognizant agrees that, during the period in which Cognizant has been given Access to Protected Data, it will comply with its obligations under Applicable Laws. Cognizant will provide commercially reasonable information, assistance, and cooperation regarding the processing of Personal Information as Client may reasonably require to enable Client to comply with Applicable Laws, including (when required by Applicable Laws) assisting Client (at Client's expense) with its security, notification, communication, recordkeeping, and reporting obligations under Applicable Laws.

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3.2. <u>Purpose Limitation</u>. Cognizant agrees that it will Access Protected Data: (i) in accordance with the lawful, written instructions of Client (provided such instructions are reasonable and provided that Client shall be responsible for any material costs incurred by Cognizant in order to comply with such documented instructions); (ii) for the proper management and administration of Cognizant or to carry out Cognizant's legal responsibilities under Applicable Laws; and (iii) to fulfill its obligations under the Agreement and the relevant Statement(s) of Work.

3.3. <u>International Transfers of Personal Information</u>. When applicable, and where required by Applicable Laws, the Parties agree to execute appropriate data transfer agreements to ensure the lawfulness of cross-border transfers of Personal Information.

3.4. <u>Duty of Confidentiality</u>. Cognizant agrees that Authorized Persons to whom Cognizant has granted Access to Protected Information will be subject to a duty of confidentiality (whether such duty is contractual, statutory, or otherwise).

3.5. <u>Individual Rights</u>. Cognizant will reasonably assist the Client to fulfill or resolve an individual's request for access to his or her Personal Information, including with respect to a request from a data subject to exercise any of his or her rights under Applicable Laws (including the rights of access, correction, blocking, objection, erasure and data portability, as applicable). If Cognizant receives such a request directly from the individual(s), Cognizant will promptly inform Client of the request.

3.6. <u>Prohibited Personal Information</u>. Client will not provide Cognizant with Access to Personal Information that contains any special categories of Personal Data or information related to criminal convictions and offenses that are not expressly disclosed in the relevant SOW(s).

4. **Obligations for Special Categories of Personal Information.**

4.1. <u>European Data Protection Requirements</u>. If Cognizant or a Cognizant Affiliate: (i) is established within the European Economic Area ("**EEA**"), Switzerland, or the UK and processes Personal Data of EEA or UK data subjects on behalf of Client or a Client Affiliate as part of the Services; (ii) processes Personal Data on behalf of a Client Affiliate established in the EEA, Switzerland, or the UK as part of the Services; or (iii) processes the Personal Data of data subjects located in the EEA, Switzerland, or the UK on behalf of the Client or a Client Affiliate as part of the Services, then the Parties will enter into additional EU-specific data privacy terms with respect to the Services that involve processing of such Personal Data.

4.2. <u>HIPAA</u>. If and to the extent Cognizant has Access to Protected Health Information as defined at 45 C.F.R. §160.103 ("**PHI**") subject to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), then the Parties shall enter into a mutually agreeable Business Associate Agreement subject to the provisions of the Agreement.

5. **Security Standards.**

5.1. <u>Minimum Security Standards</u>. Cognizant agrees to implement and maintain commercially reasonable and appropriate administrative, technical, organizational, and physical controls designed to provide a level of security appropriate to the risk and to protect the confidentiality, integrity, and availability of Protected Data ("**Security**

Standards"), including: (i) controls designed to secure facilities, infrastructure, data centers, servers, hard copy files, systems, equipment, applications, and devices used to Access Protected Data, including controls to monitor, prevent, detect, and respond to Security Incidents; (ii) policies and practices limiting Access to Protected Data only to Authorized Persons; and (iii) procedures to regularly assess and evaluate the effectiveness of the Security Standards.

5.2. Training. Cognizant will provide privacy and security training for all Authorized Persons who Access Protected Data.

5.3. Client Responsibility for Employee Personal Data. To the extent that Client has Access to Employee Personal Data, Client shall implement and maintain, in compliance with Applicable laws, a data privacy and security program to protect Employee Personal Data to a standard materially the same as those required of Cognizant hereunder. Client shall collect only the minimum necessary amount of Employee Personal Data to comply with Client's obligations under Applicable Laws.

6. **Return and Disposal of Protected Data.** Upon the earlier of Client's written request or termination or expiration of the Agreement, Cognizant will securely destroy or, at Client's expense, return the Protected Data in accordance with Client's reasonable written instructions. Cognizant agrees to return or destroy Protected Data within ninety (90) days of receipt of Client's written request or expiration or termination of the Agreement, as applicable; provided, however, that Cognizant may retain copies of Protected Information that Cognizant is legally required to retain, subject to a continued obligation to hold the same in confidence in accordance with this Agreement.

7. **Security Incident Response.**

7.1. Security Incident Response Program. Cognizant will maintain an incident response program in compliance with Applicable Laws to respond to Security Incidents.

7.2. Notice, Investigation, and Remediation. In the event of a Security Incident, Cognizant will notify Client without undue delay (and in no event more than seventy-two (72) hours after confirmation of the Security Incident). This notification will include, to the extent know at the time notice is sent: (i) a description of the Security Incident; (ii) the categories and types of Protected Data affected; and (iii) if applicable, the categories and number of data subjects and individual records affected. Additionally, Cognizant will promptly investigate and remedy the Security Incident, take commercially reasonable steps to mitigate the effects of the Security Incident and to prevent further Security Incidents, and take other actions required of it by Applicable Laws.

7.3. No Unauthorized Statements. Except as required by Applicable Laws, neither Party will make public statements concerning a Security Incident that references or identifies either Party, unless both Parties have provided express written consent for any such statement prior to its release.

8. **Change in Law.** If an Applicable Law becomes effective after the execution of this DPA and is inconsistent with the terms of this DPA or otherwise requires the Parties to amend this DPA or change the Services, the Parties agree to enter into good faith negotiations to make required changes to the Security Standards, the Services, and/or to amend this DPA or the Agreement.

9. **Survival.** Cognizant's obligations under this DPA will survive termination or expiration of the Agreement and/or completion of the Services solely to the extent Cognizant is required to Access Protected Data.

IN WITNESS WHEREOF, Cognizant and Client have caused this DPA to be signed and delivered by their duly authorized officers, all as of the date first herein above written.

COGNIZANT WORLDWIDE LIMITED   **ST. JOHNS COUNTY, FL**

Signature:_____   Signature:_____

Print Name:_____   Print Name: _____

Title:_____   Title: _____

                                        Legally Sufficient:

                                        _____
                                        Office of County Attorney

                                        _____
                                        Date

                                        ATTEST: Clerk of Circuit Court & Comptroller, Brandon Patty

                                        _____
                                        Deputy Clerk

                                        _____
                                        Date

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Prepared For:
St. Johns County, FL

Statement of Work
Workday Deployment Services

Preparation Date: May 5, 2024 (revised July 5, 2024)

STATEMENT OF WORK

FOR

WORKDAY DEPLOYMENT SERVICES

This Statement of Work ("SOW") is made effective on the 9th day of August 2024 (the "SOW Effective Date") by and between **St. Johns County, FL** ("Client"), having its principal place of business at 500 San Sebastian View, St. Augustine, FL 32084, and **Collaborative Solutions, LLC**, a limited liability company ("CSLLC"), an Affiliate of Cognizant Worldwide Limited ("Cognizant"), having its principal place of business at 300 Frank W Burr 'Boulevard, Suite 36, 6th Floor, Teaneck, NJ 07666 for Implementation Services scheduled to begin on August 9, 2024 ("Start Date") and expected to end on March 20, 2026.

The Workday Lean-On Services Support including Open Enrollment Support activities is scheduled for a one (1) year term to begin March 23, 2026, and expected to end on March 19, 2027.

This SOW, together with the Agreement, sets out the terms pursuant to which CSLLC will provide certain Services, as further described below. This SOW is being entered into in connection with and subject to the terms and conditions contained in the Master Services Agreement by and between Cognizant and Client dated as of _____ (the "Agreement"). All capitalized terms used herein that are not otherwise defined shall have the same meaning as ascribed to such terms in the Agreement.

RECITALS

A. Whereas the Proposal called for services to be provided by: (1) CSLLC (as Workday implementation partner); (2) Sherpa (Budgeting); (3) Can/Am Teller (for Centralized Cashiering). CSLLC, Sherpa, and Can/Am Teller. Sherpa and Can/AM Teller are sometimes individually referred to herein as a "Contractor" or collectively as "Contractors."

B. Whereas, as the implementation partner, CSLLC desires to act as the lead company for implementation and integration of the hardware, software, programs, platforms and services ("Systems and Services") of each of the Contractors referred to herein in order to satisfy the requirements of RFP No. 1480 (the "RFP"), and CSLLC desires to be responsible for completion of the ERP Software and Implementation Project for the Client as set forth in the RFP (hereinafter the "Project").

C. Whereas, prior to or concurrently herewith, each of the Contractors is entering into its own separate agreement directly with the Client under which each Contractor will be responsible for and will implement their own particular Systems and Services for the Client.

D. Whereas, the Client is relying on CSLLC t to act as the lead company for implementation and integration of the Project and is relying on all Contractors to cooperate with each other and with CSLLC, and to be responsible for and to implement and integrate their own particular hardware, software, programs, platforms and services for the Client as part of the Project.

1.0   Scope of Work ("Scope")

The Scope set out below describes the limits of the implementation in terms of organization, functionality, data conversion, integrations, reports, change management, and training which will be a part of the project.

1.1   Organization Scope

1.1.1   Person Population

Population Type	Count
Total of Active Employees, Contingent Workers, and Retirees	Up to Three thousand five (3,500)

Region	Countries
Americas	United States of America

1.1.2   **Language:** All communication, documentation, data, and Deliverables will be in English.

1.1.3   **Currency:** United States Dollars (USD).

1.1.4   **Security:** Single sign-on and activation of Workday Factory delivered security groups.

1.1.5   **Program Management & Oversight (PMO):**

Oversight Services. CSLLC agrees that it shall act as project manager for and shall provide overall management, oversight, coordination and direction for the installation and implementation of the Statements of Work and of the Systems and Services provided by each Contractor, for the integration of all such Statements of Work and Systems and Services into the Project for the Client. CSLLC represents and warrants that it has the capacity, personnel, knowledge, and experience to perform these project management functions. CSLLC shall have overall project management responsibility that includes coordination and program management of all Contractor activities as part of the Project. CSLLC will be responsible for developing, testing, and implementing integrations between the in-scope systems of each Contractor, and will coordinate activities with necessary parties to create all in-scope integrations. CSLLC will serve as the primary program manager and collaborate with a management team made up of resources from the Client and each individual Contractor. CSLLC will align the implementation tasks with the implementors' schedule and supervise activities to ensure the Client objectives are achieved in the best possible manner with quality control and assurance and in conformance to the functional and technical requirements specified in the RFP, asserted in the Proposal submitted to the Client (Exhibit C) and in the agreements from each Contractor.

CSLLC's PMO Responsibilities include but are not limited to the items below. Additional responsibilities may be defined as mutually agreed upon by the Client and CSLLC

1. **Support the following program management activities:**
   a. Program roadmap – Management of all mutually agreed upon projects or workstreams across the program
   b. Program schedule and key milestones log
   c. Manage consolidated, program level status report.
   d. RAID log management (Risks, Actions, Issues and Decision)
   e. Cognizant Workday Deployment, Sherpa, and Can/Am Teller Project management plan.
   f. Cutover plan

2. **Support the following for documentation and facilitation:**
   a. Status and RAID reviews with program project managers and leads - Weekly.
   b. Status Meeting with PMO leadership team - Bi-weekly
   c. Executive Committee Meeting – Monthly

3. **Support project communication:**
   a. Ensure timelines and tasks are well coordinated across program activities.
   b. Drive consistency and clarity across program status reporting
   c. Support communication across the program team

PMO Oversight CSLLC Services Responsibilities	PMO Oversight Client Responsibilities
• Provide program management support as defined in the CSLLC scope of services • Coordinate with CSLLC project and client project managers as needed • Create and maintain program roadmap • Lead the development and maintenance of consolidated program schedule • Maintain program RAID Log • Facilitate resolution of escalations and/or RAID log items • Create and/or facilitate the creation of program status reports • Provide status for CSLLC owned projects/workstreams • Jointly schedule meetings and status reporting • Co-create presentations for executive governance meetings • Conduct program/project meetings • Request sign off on program deliverables as needed	• Provide program management leadership and guidance to CSLLC program manager • Provide client project managers for all program workstreams and projects • Provide input to roadmap and approval as needed • Participate in the development and maintenance of the consolidated program schedule • Maintain program RAID log • Facilitate resolution of escalations and/or RAID log items as needed • Provide input to program status reports. • Provide status for client owned projects/workstreams. • Jointly schedule meetings and status reporting • Co-create presentations for executive governance meetings. • Co-lead program/project meetings • Sign off on program deliverables as needed.

1.2   Functionality Scope

The following functional areas will be configured within the Workday application. Client understands this project is being deployed using Launch deployment approach. CSLLC is responsible for implementing the applications in accordance with the functional and technical requirements matrix.

Functional Area	Location Scope
Human Capital Management ("HCM"): Core	United States of America
Core Compensation	United States of America
Advanced Compensation	United States of America
Benefits, including Workday Cloud Connect	United States of America
Talent Optimization	United States of America
Recruiting	United States of America
Learning Management	United States of America
Absence Management	United States of America
Time Tracking	United States of America
Payroll	United States of America
Core Financial Management, Accounting, and Finance	United States of America
Financial Accounting	United States of America
Banking and Settlement	United States of America
Revenue Management	United States of America
Supplier Accounts & Supplier Contracts	United States of America
Customer Accounts	United States of America
Procurement	United States of America
Business Assets	United States of America
Expenses	United States of America
Budgets	United States of America
Projects	United States of America
Grants Management	United States of America
Inventory	United States of America
Strategic Sourcing (Expert)	United States of America
Prism	United States of America
People Experience (Help only)	United States of America
Mobile Solutions	United States of America
Employee Self-Service	United States of America
Manager Self-Service	United States of America

Configuration of the functional areas above will be limited to the functionality Scope contained in Appendix D of this SOW.

1.3   Data Conversion Scope

CSLLC will leverage Workday's Launch Deployment approach methodology and process to support Client's data conversion where applicable for the duration of the engagement.

- Client's project team will provide a single Excel data file to Workday/CSLLC for each template regardless of the number of legacy systems.
- Client is responsible for data validation and mapping requirements for all data. Client will provide all translation values and mapping to Workday/CSLLC within the design configuration workbooks. CSLLC will assist Client with mapping requirements and provide examples, where needed.
- Client is responsible for updating, testing, and maintaining delivered data extraction scripts/accelerators to accommodate Client's specific configuration or design.
- The CSLLC consultant project team will then load the provided information directly into the Workday tenant using Workday's web services. As data conversion is an iterative process, Client will be responsible for all data cleanup identified during the process and is responsible for supporting multiple data extracts from the legacy systems.

Phase 1: (FINs) Three (3) data load cycles are included in the Scope of this SOW. Data from Client's current Production system(s) will be converted into Workday during each of the conversion cycles without data scrambling or masking. Data scrambling or masking is not included in the Scope of this SOW. The data load cycles for this SOW include:

- Foundation tenant
- End-to-End Testing tenant
    - Copy of the End-to-End tenant will be used for payroll Parallel Testing
- Gold/Pre-Production tenant in preparation for Move-to-Production

Phase 2: (HCM/PAY) Three (3) data load cycles are included in the Scope of this SOW. Data from Client's copy of current Production systems will be converted into Workday during each of the conversion cycles without data scrambling or masking. Data scrambling or masking is not included in the Scope of this SOW. The data load cycles for this SOW include:

- Configuration tenant
- End-to-End tenant
- Sandbox tenant in preparation for Move-to-Production

The data conversion Scope is further detailed in Appendix D. Data validation reports are part of the Data Conversion Strategy and Plan. CSLLC will provide the Client with data validation reports after each file is loaded.

1.4   Interfaces/Integrations Scope

The integrations listed in Appendix B are included in the Scope of the project. Integrations that are critical for Go-Live have been assigned to CSLLC. Below is a summary of the integration counts.

Integrations	Owner	Cloud Connect	Enterprise Interface Builder/Document Transformation Service	Workday Studio	Other: (Setup & BIRT)
	CSLLC	Fourteen (14)	Two (2)	Eighteen (18)	Three (3)
	Client	Zero (0)	Three (3)	Zero (0)	Zero (0)

1.5   Report Scope

All Workday delivered standard reports associated with the Scope listed in Functional Scope Section 1.2 are included in the Scope of the project as well as a list of all Workday Delivered and Cognizant Modified Government Reports are listed in Appendix B.

1.6   Advisory Services Scope

As they relate to the applications, areas, and events specified in Sections 1.1 and 1.2 above, CSLLC will perform a strategic implementation planning engagement over a period of six (6) working weeks in support of the pre-implementation planning activities of Client. This project shall be performed by CSLLC Strategy consultants along with input from Client human resources, finance, payroll, procurement, budget, and information technology representatives.

CSLLC will perform Organizational Change & Training ("OC&T") Services as outlined below in Section 2.0 All OC&T activities, communication, materials, and Deliverables will be conducted and/or produced in English.

Strategy Area	Strategy Scope
Leadership Alignment	Strategy map • Guiding principles • Goals and objectives • Success metrics Project governance • Roles and responsibilities • Decision making and escalation authority
Technology Readiness	• Foundation data concepts • Technology Overview
Experience Design	Process Review & Optimization • CSLLC to conduct process mapping review and optimization sessions with client for the purpose of review of Workday delivered business processes based on Workday scope to be deployed as well as prior Client process mapping exercise

Strategy Area	Strategy Scope
	artifacts with specific focus on four (4) processes (i.e. Recruiting, Payroll, Procurement, and Projects)
	Service delivery model
	• Workday support & Production support model

1.7 Continuous Value Services (CVS)/Managed Services Lean-On Support Scope

1.7.1 Functionality Scope: Workday On-Demand Services Support

CSLLC will provide support or advisory Services for both planned and unplanned tasks, such as those representative activities listed in the table below, on behalf of the Client and covering the generally available Workday functionality license.

Activity	Functionality Scope/Support Activity Detail
Workday Support and Troubleshooting	Assistance with support activities may include, but is not limited to, troubleshooting issues, guidance and other day-to-day activities including assisting the team with support requests.
New Functionality Review	CSLLC reviews new features and functions not yet implemented. CSLLC assists with new functionality reviews, which may include, but are not limited to, support and guidance for making decisions regarding the implementation of new functionality, such as employee/manager self-service, benefits, performance, and absence management. CSLLC can also provide sample testing scenarios, if available, or can help support Client in creating new sample test scenarios on an as-requested basis.
Reporting and Integrations	Based on Client requirements, CSLLC may provide technical support including integrations, custom reporting, and business form layouts via the Business Intelligence Reporting Tools (BIRT) framework. Integration assistance may include the configuration and supports the testing of Workday packaged integrations and the development of Client integrations.
Workday Solution Optimization	CSLLC is able to help improve the utilization of Client's Workday solution, as well as the Client's experience. Such optimization may include, but is not limited to, updating business processes, revising organization structures, or modifying rules for security, business process, and organization for the full Workday platform.
Knowledge Transfer	As agreed to by Client and CSLLC, CSLLC on-demand support may include knowledge transfer pertaining to the resolution of an issue and

Activity	Functionality Scope/Support Activity Detail
	providing insight on how Client may troubleshoot similar issues in the future and advisory support including guidance on new feature sets, impact considerations, and solution guidance.
Organizational Change & Training Post-Production Services	CSLLC offers in-production Workday customers Services related to Organizational Change Management, Communications, and Training. If requested this can be a part of the Lean-On Service.

1.7.2   Enhanced Managed Services

Managed Services are included for all CSLLC Continuous Value Services ("CVS") customers. Enhanced Managed Services will be provided to Client and is supported by a Workday certified Engagement Manager.

Managed Services (All CVS customers)	Enhanced Managed Services
- Service delivery project management - Access to full platform Squad consulting team - Access and use of cloud-based ticketing system - Proactive periodic Workday communications - Periodic "one-to-many" webinars - Metric reporting - Ticket and Escalation management - Change Orders & New existing project scoping needs - Monthly Status Call	- Workday certified Engagement Manager - High touch personalized engagement mutually defined with Client - Bi-weekly status meetings - Quarterly initiative check-ins - Semi-annual account reviews - Collaboration on projects - Ongoing Leadership Oversight - Partnership for future initiatives and road-mapping - Bi-weekly Financial Reporting

2.0   Services and Responsibilities

This section identifies the Services to be performed by CSLLC and the responsibilities of Client by stage.

Stage	CSLLC Services	Client Responsibilities
Strategy	- Assemble the CSLLC project team for Strategy - Conduct Strategy planning sessions for this stage - Review documentation provided by Client	- Assemble the Client project team - Identify stakeholders, sponsors, and super users - Actively participate in Strategy planning sessions for this stage - Jointly schedule Strategy workshops

Stage	CSLLC Services	Client Responsibilities
	• Jointly schedule Strategy workshops • Lead Leadership Alignment sessions • Develop Strategy Map Deliverable • Develop project governance and decision-making framework Deliverable • Lead Technology Readiness sessions • Lead Experience Design Process Mapping and optimization sessions • Review Client provided Process Mapping deliverables with specific focus on four (4) processes, (Recruiting, Payroll, Procurement and Projects) as well as to review with client the Workday delivered business processes based on scope to be deployed • Develop production governance and decision-making framework Deliverable • Document decisions and update Risks, Assumptions, Issues, and Dependencies ("RAID") log. The RAID log is initiated during the Strategy stage. • Develop executive readout presentation • Lead executive readout session • Provide stage sign-off document •	• Provide policy and process documentation to CSLLC Strategy team • Participate in Leadership Alignment sessions • Participate in Technology Readiness sessions • Participate in Experience Design sessions • Provide existing process mapping deliverables for the four (4) target processes for CSLLC review (i.e. Recruiting, Payroll, Procurement, Projects, etc.) • Support any policy reviews or re-writing of policies as needed. • Attend and participate in executive readout meeting • Review and provide feedback on Deliverables • Follow up on action items coming out of all sessions and meetings • Sign off on stage
Plan	• Assemble the CSLLC project team and introduce to Client counterpart • Review Launch approach, Scope, and integration discovery document with Client • Schedule recurring project meetings and status reporting • Jointly schedule planning sessions • Establish a regular cadence of meetings including attending the monthly steering committee meetings • Create the integration tracker (dashboard) • Conduct project planning sessions • Create and deliver draft project plan • Conduct catalyst workshops • Provide data conversion and configuration workbooks • Assist with questions regarding mapping of data to Workday data model • Conduct Foundation Data Model ("FDM") sessions • Jointly schedule alignment workshops (SMEs planning for design) • Jointly create the executive presentation for project kickoff meeting	• Identify and provide project team and project Subject Matter Experts ("SMEs") • Identify stakeholders, sponsors, and system administrators • Establish and attend monthly steering committee meetings including the CSLLC Engagement Manager ("CSLLC EM") • Participate in planning sessions • Provide input into the project plan • Provide integration requirements and existing sample files • Notify third-party vendors for integrations and obtain consensus to the Timeline (as defined herein) • Provide third-party vendor contact information and confirm third-party vendors agree to the Timeline. Our integrations team will provide a letter template for this purpose and guide the County through the process. • Lead coordination with any client third party vendors involvement required to complete services. • Jointly with Cognizant develop data conversion strategy and plan

Stage	CSLLC Services	Client Responsibilities
	• Receive Foundation tenant from Workday • Participate and support the project kickoff meeting • Work with Client to set up CSLLC's secure transfer site for sharing confidential/private employee data • Load Client data for Foundation tenant • Schedule and conduct project initiation checkpoint Workday Delivery Assurance review • Provide stage sign-off document	• Complete data gathering and configuration workbooks and submit to CSLLC's secure transfer site with support from Cognizant. • Identify initial risks and recommendations to reduce risk • Initiate process of receiving requirements to third-party vendors • Receive integration requirements from third-party vendors • Confirm Client named support contact • Develop training plan for project resources to complete Workday training • Identify key resources to complete Workday training • Complete Workday training including workbook, integration, and functional training • Jointly create the executive presentation for project kickoff meeting • Lead project kickoff meeting • Provide plan and policy documents • Work with CSLLC to set up CSLLC's secure transfer site for sharing confidential/private employee data • Use CSLLC provided central repository solution for non-sensitive project documentation sharing. • Use CSLLC's tools, templates, and deployment methodology. • Provide required data for build of Foundation tenant and submit to CSLLC's secure transfer site • Complete any job catalog and/or compensation restructuring efforts by the start of the project. • Jointly schedule alignment workshops (SMEs planning for design) • Sign off on stage
Architect & Configure	• Manage the project plan • Participate in weekly project meetings • Provide status report and attend monthly steering committee status meetings • Conduct weekly workstream meetings • Gather interface requirements • Conduct foundation alignment sessions using leading practice pre-configuration. • Configure business processes as defined in Appendix D.	• Provide input and support management of the project plan • Participate in weekly project and workstream meetings • Hold monthly steering committee meetings • Provide project SMEs for alignment workshops • Assist in clarifying configuration requirements • Align in-scope areas to pre-configuration provided by CSLLC. • Verify that the pre-configured tenant supports business requirements

Stage	CSLLC Services	Client Responsibilities
	- Deliver the CSLLC assigned integration design documents - Add configuration approved from alignment workshops to complete the Configuration tenant - Provide validation reports for the Foundation tenant - Finalize tenant management plan - Schedule and conduct Workday Delivery Assurance reviews, if in Scope between Client and Workday - Provide stage sign-off document - Complete configuration based on specifications gathered in the foundation alignment sessions - Build integrations - Jointly conduct Workday Customer Confirmation Sessions ("CCS") - Conduct Unit Testing of integrations developed by CSLLC - Create integrations operations instructions guides for CSLLC assigned integrations - Assist with questions regarding mapping of data to Workday data model - Build of End-to-End tenant - Provide exception reports/issues log from End-to-End tenant build - Provide validation reports and support validation efforts of End-to-End tenant - Advise on test scenarios and provide baseline set of test scenarios - Design and develop any custom reports which are in Scope - Conduct smoke test for functional configuration of End-to-End tenant - Provide a sample defect tracking log	- Complete Workday training - Participate in architect workshops - Conduct integrations architect workshop (design sessions) for Client assigned integrations - If Client assigned integrations are included herein, design documents will need to be provided by Client to CSLLC during this stage - Review and sign off on integration design documents (after detailed design review sessions) - Validation of Foundation tenant build - Review existing reports and confirm which Workday report will meet these needs and identify any necessary custom reports as part of the alignment stage - Define and document test plan and test scenarios (End-to-End, User Readiness and Regression) - Jointly conduct CCS - Build Client assigned integrations - Create integration operations guides for all Client assigned integrations - Finalize test scenarios, test scenario assignments and detailed daily test plan - Update and sign off on configuration as a result of CCS - Provide required data for End-to-End tenant and submit to CSLLC's secure transfer site - Update data gathering workbooks for End-to-End tenant - Validation of End-to-End tenant build - Review and resolve issues from exception reports - Sign off on stage
Test	- Manage the project plan and participate in weekly project meetings - Create integrations schedule recurrence tracker - Participate in Test stage kickoff session, help prep County team, provide base content for presentation. - Support integration defect resolution for CSLLC assigned integrations	- Provide input to the project plan and participate in weekly project meetings - Provide Test lead who is responsible for overseeing test scenario creation management of End to End, User Readiness Reviews, Parallel, Regression Testing. This role includes managing testers and reporting out on test metrics.

Stage	CSLLC Services	Client Responsibilities
	- Provide knowledge transfer, operations guides, and validated & tested integration systems for Client testing of CSLLC built integrations - Provide testing oversight and support, provide test tracking tool, baseline scenarios, and tool for tracking defects. - Jointly implement a Change Control Process to review and approve proposed enhancements coming out of testing. Process will identify the priority and potential impact to the timeline, resources, and level of effort prior to the changes being made. - Copy End-to-End Test tenant for payroll Parallel Testing - Provide parallel variance reports and support variance analysis - Provide sample deployment cutover plan - Schedule and conduct Workday Delivery Assurance reviews - Provide Workday Go-Live Checklist - Provide stage sign-off document	- Lead Test stage kickoff session with support from Cognizant and assistance with developing content. - Execution of all test scenarios (End-to-End, Parallel, User Readiness and Regression) - Jointly implement a Change Control Process to review and approve proposed enhancements coming out of testing. Process will identify the priority and potential impact to the timeline, resources, and level of effort prior to the changes being made. Seek to minimize the amount of changes during the test stage. - Manage and provide written sign off on all test results (End-to-End, User Readiness and Regression). - Complete all testing within the specified timeline. - Provide Sign off on End-to-End testing prior to entering parallel. - Prioritize regression testing of mandatory features for Workday releases. Defer optional features until after go-live. - Prepare for User Readiness review - Provide person data for Parallel tenant and submit to CSLLC's secure transfer site - Validation of Parallel tenant build - Jointly with Cognizant, create/maintain Parallel Testing defect tracking log - Review and resolve issues from exception reports - Complete catch-up data transaction entry for each parallel cycle as defined by Parallel Testing strategy - Execution of parallel per Client defined Parallel Testing strategy and success criteria - Review parallel variance reports and conduct root cause analysis - Provide cutover schedule for legacy systems - Provide functioning Client assigned interfaces per the test plan - Review and add to the deployment cutover plan provided by Cognizant. - Train end users - Complete and sign the Workday Go-Live Checklist - Sign off on stage
Deploy	Manage the project plan and participate in weekly project meetings	Provide input to the project plan and participate in weekly project meetings

Stage	CSLLC Services	Client Responsibilities
	- Provide the Workday Go-Live Authorization - Schedule and conduct final Workday Delivery Assurance reviews, if in Scope between Client and Workday - Update integration schedule and recurrences tracker - Build Gold tenant - Verify migration of CSLLC assigned integrations - Schedule integrations according to the integrations schedule recurrence tracker - Guide Client to register for the "Transition to Production" support meeting with Workday - Jointly complete the Workday Go-Live announcement - Provide stage sign-off document - Complete Continuous Value Service ("CVS") Client support workbook - Initiate CVS Hypercare introduction six (6) to (8) weeks prior to the Move-to-Production date	- Manage and execute on cutover plan with support from Cognizant. - Deliver Production quality data for the Gold tenant - Verify migration of Client assigned integrations - Perform/ and provide written sign off on tenant validation for Pre-Production tenant - Jointly complete the Workday Go-Live announcement - Approve and sign off on the Workday Go-Live Authorization - Create and distribute the organizational Workday Go-Live announcement - Complete catch-up data transaction entry - Sign off on stage
Post-Production Support	- Provide standby support after the Move-to-Production. This support will encompass all functionality that was deployed by CSLLC during the project. CSLLC will support all functional areas for **twelve (12) weeks** from the Move-to-Production date except for payroll or financial accounting functionality (if they are in Scope) as well as integrations deployed by CSLLC - Payroll functionality will be supported for a minimum of three (3) Production payroll cycles per pay group for up to **twelve (12) weeks post Go-Live** per St Johns request; both will be supported remotely. - Integrations will be supported for three (3) successful Production runs of integrations, or **twelve (12) weeks** per St Johns request from Move-to-Production, whichever comes first - Financial accounting will be supported for up **to twelve (12) weeks** per St Johns request in order to support the first period end close processing (e.g., month, quarter, etc.) - Conduct knowledge transfer sessions for CSLLC developed integrations - Hypercare Services include up to twelve (12) weeks post Financials Go-Live and	- Staff and manage help desk - Make any updates to Production, including final load of transactional conversion data - Sign off on stage

Stage	CSLLC Services	Client Responsibilities
	twelve (12) weeks per St Johns request post HCM/PAY Go-Live per St Johns request of Post-Production support (the Move-to-Production support window) commencing with the project's Move-to-Production date. • Provide stage sign-off document	
Transition/ Support Orientation	• CSLLC CVS provides orientation in Workday Production support • CSLLC CVS Lean-On Support services will be for 1 year term as listed project schedule section 3.3.	• Client primary contact receives orientation in CSLLC support processes • After the post Move-to-Production support period, Client will address defects with their on-going Production support organization (e.g., in-house, CSLLC applications management, etc.)

OC&T Services

	CSLLC Services	Client Responsibilities
Organizational Change	• Provide all change management tools and templates • Develop preliminary OC&T project plan • Conduct OC&T kickoff session to establish the workstream, review Scope, and review the OC&T project plan • Facilitate weekly workstream meetings for on-going support and guidance on usage of tools and templates, for the duration of the project • Conduct OC&T architect workshop to identify key stakeholder groups and gather inputs for a communications plan, change champion network plan, and training strategy • Advise on collection of change impacts and readout • Advise on development of communications plan • Advise on development of change network plan and activities • Advise on sustainment activities • Advise on adoption metrics	• Provide organizational change counterpart to regularly interface with CSLLC's OC&T team • Provide input and approval of the OC&T project plan • Participate in OC&T kick-off • Participate in OC&T architect workshop • Develop overall OC&T strategy from architect workshop outputs • Provide OC&T resources to attend and engage in functional alignment workshops • Develop change impact analysis • Develop communications plan • Develop and deliver all end user communications • Develop change network strategy and manage change network • Develop and implement sustainment plan • Measure end-user adoption
End-User Training	• Develop training needs analysis and curriculum plan • Advise on best practices for the development of training materials	• Review and approve the training needs analysis and training curriculum plan • Lead development of all end-user training materials as defined in the training curriculum plan

• CSLLC to provide access to Job Aid Library for Client • Advise on best practices for the delivery of end-user training • Advise on training evaluation and reinforcement activities	• Provide any necessary training translations • Coordinate training delivery and deployment to end-user populations • Lead delivery of all end-user training as defined in the training curriculum plan beyond CSLLC's effort • Perform all training evaluations and reinforcement activities, as needed

2.0.1 CSLLC Responsibilities

CSLLC shall perform the following Services as part of the deployment process:

a. Scope review.

b. Client orientation to Workday deployment process.

c. Provide CSLLC change management Services stated in Section 2.0.

d. CSLLC will staff the project with sufficient number of qualified individuals knowledgeable and experienced in both Workday and local government administration. CSLLC will work in good faith to provide, where possible, resources familiar with the specific rules, regulations, and best practices for municipal governments in the state of Florida.

e. If resources are required to be replaced, CSLLC shall provide for appropriate overlap to ensure smooth transition and knowledge transfer. In the event Client resources are required to transfer additional Client knowledge to CSLLC resources as a result of resource change, client shall be entitled to a mutually agreed upon credit for time spent.

f. CSLLC will be responsible for extracting from Workday for outbound integrations, in the specified format. CSLLC is not responsible for loading data into the target system unless specifically specified in the integration Scope.

g. CSLLC will enable Workday delivered security for all Workday delivered standard reports related to the in-Scope functionality.

h. CSLLC will deploy a single set of Workday's delivered business processes definitions across the organization.

i. CSLLC to provide Knowledge Transfer (KT) associated with project functionality Scope.

j. CSLLC will deploy all employee and manager self-service business processes related to the configuration Scope of this SOW.

k. CSLLC will ensure that KT of the Workday service will occur during the configuration review workshop, detailed discussions, and other reviews as identified by the project team.

l. CSLLC will provide Client with data gathering workbooks with appropriate descriptions for data conversion.

m. CSLLC will lead all design/development efforts for configured integrations and, if applicable, custom integrations assigned to CSLLC in the Scope section of this SOW.

n. CSLLC will provide functional data mapping expertise and produce field mapping documents for each configured integration.

o. CSLLC will configure and Unit Test configured integrations planned for deployment.

p. CSLLC will ensure KT to Client for the Workday service will occur during End-to-End Testing.

q. CSLLC will provide KT to Client for the Workday system through several means, including but not limited to testing, detailed discussions, and other reviews as identified by the project team.

r. Over the course of the project, CSLLC will conduct functional and technical knowledge transfer through Architect Workshops, CCS, weekly workstream meetings and during the Test stage. Additional knowledge transfer will occur during the Post-Production stage as needed. Process documentation (e.g., operational guides and process flow diagrams) is not in Scope for knowledge transfer, except for the Integrations Operations Guide for CSLLC developed integrations.

s. Phase 1 - Load Client data into Workday Foundation/Configuration, Testing, and Gold tenants. Phase 2 – Load Client data into Workday Configuration and Testing and Sandbox/Production tenants.

t. Provide relevant Knowledge Transfer ("KT").

u. Support Client testing efforts (Client is responsible for all testing).

v. Final readiness check.

w. Post-Production Services:

i. Post-Production includes six (6) weeks of Post-Production support, per phase, (the Move-To-Production support window) commencing with each phase's Move-To-Production date.

2.0.2 Client Responsibilities

The Client shall have the following responsibilities as part of the deployment process:

a. Review Scope.

b. Provide the necessary hardware for the deployment, a desk, access to office space, and an internet connection.

c. Coordination with any Client's third-party vendor involvement required to complete the Services. Client understands that some of their third-party vendors may charge fees for the completion of Services and such fees are the sole responsibility of Client.

d. Client will adhere to the outlined meeting schedules defined in this SOW

e. Client will have all subscriptions required for in Scope functionality including any necessary subscriptions for integrations

f. Attend training, workshops and meetings as required.

g. Collect, transform, clean, and validate all Client data.

h. Client must provide all data in accordance with Workday standards as detailed in the Workday deployment data formatting guide. CSLLC will provide the most recent and accurate formatting guide to the Client.

i. Client will be responsible for providing data in a CSLLC specified format for inbound integrations into Workday. CSLLC is not responsible for extracting data from the source system unless specifically specified in the integration Scope.

j. Client is responsible for executing integration testing with support from CSLLC.

k. It is Client's responsibility to clean inbound data (i.e., that the data is not duplicated and is valid) from third-party vendors.

l. The Client is responsible for managing third-party vendors and ensuring that third-party vendors complete their Deliverables based on the agreed upon timeline.

m. Client will review and approve design requirements prior to CSLLC designing any in scope custom integrations. Changing design requirements after final design approval has been received may impact integration delivery and proposed fees.

n. Client agrees to make reasonably available appropriate Client technical and functional resources during the project timeline to assist with discovery, data mapping, data validation, and testing activities with each built integration, provided the Client receives sufficient notice of such events in advance.

o. Client will assign an executive sponsor to participate in steering committee meetings and be available to resolve issues impacting the success of the project.

p. Client will have knowledge of or provide documentation that reflects existing business processes.

q. Client will complete Workday training prior to beginning the Architect & Configure stage.

r. Client will populate the supplied deployment data gathering workbooks in the prescribed format.

s. Once the data is loaded, Client will verify the accuracy of the data and provide corrected data.

t. Where changes are required for Client's integration platform or internal system, Client will provide its own experienced resources and Client will be responsible for making such changes.

u. Client verifies the accuracy of the data and provides corrected data to so that integration testing may be completed prior to Move-to-Production.

v. Client is responsible for the development of the test plan and test scenarios and cases. CSLLC will provide standard test scenarios to be used as a foundation; however, Client will need to create detailed test scenarios/cases based on its functional requirements and Workday system configuration.

w. Client is responsible for completing hands-on testing activities as noted throughout this SOW.

x. The core of Knowledge transfer happens via attending the Workday delivered trainings and throughout the project. Client is responsible for ensuring their super users attend the required and necessary trainings prior to Go Live.

y. Test Workday system, identify problems and aid in issue resolution.

z. Train all managers and employees for self-service functionality.

aa. Move-To-Production sign-off.

bb. Post Go Live, Client will be responsible, with the support of CSLLC, for testing and Move-to-Production activities, which shall include configuration, business processes, data, reports, and integrations. Client will provide written acceptance of test results to CSLLC prior to any Move-to-Production.

cc. Upon completion of Move-to-Production activities, Client will verify production results and shall be solely responsible for production accuracy. Client shall provide written acceptance to CSLLC after such Move-to-Production activities have been completed.

2.1 CVS Support Process

2.1.1 Ticketing System

Client's primary contacts will submit all service requests via CSLLC's ticketing system which will enable involvement by CSLLC support personnel for resolution.

Requests will be managed depending upon the type as outlined below.

2.1.2 Issue Resolution Support for Existing Configuration: As issue requests are received, CSLLC will:

a. Acknowledge the request within twenty-four (24) hours of the Client's normal business hours. Definition of normal business hours will be mutually agreed upon between the Client and the CSLLC Engagement Manager ("CSLLC EM"). If Severity One (1) emergency assistance is needed, Client will log a case with Workday. Examples of emergency assistance include a system down issue or business critical function such as payroll not processing correctly. In non-emergency cases where urgent assistance is required, Client will submit a request via the ticketing system indicating the nature of the urgent request and contact the CSLLC EM. The CSLLC EM will work with Client to outline a plan of action to address the urgent issue in a timely manner. This may involve after hours support for Tier Three (3) or Tier Four (4) support, if mutually agreed upon between both parties. Support ticket requests initiated outside of standard hours of operation (i.e., Saturday and Sunday) will receive an initial response when the window of standard hours of operation becomes available.

b. Request details on the configuration impacted, if not already provided.

c. Within forty-eight (48) hours of standard issue requests, determine a plan of action to support resolution of the issue.

d. Review configuration changes required with Client and request Client's approval to apply fix.

e. If Client submits a request for assistance outside of the CSLLC ticketing system via any communication mechanism such as email, voice mail, text, or instant message, CSLLC is not subject to standard response times.

2.1.3 New Configuration Enhancement Requests: As new modification requests are received, CSLLC will:

a. Receive the modification request in the ticketing system.

b. Gather information on the requirements and systems involved.

c. Estimate the Scope of effort.

d. Request approval from Client, through ticketing system, to begin work via the ticket.

- If level of effort is expected to exhaust available hours or is estimated to take more than forty (40) hours, a separate Change Order or SOW may be prepared.

- The CSLLC EM will request resource(s) upon signature of the Change Order and can take up to ten (10) business days from date of signature. Schedule the work with Client as determined between Client's Project Manager and CSLLC's EM.

e. Complete configuration and unit testing.

f. Provide the change for user acceptance testing in Client's sandbox or implementation tenant. CSLLC can assist with providing testing guidance, if requested.

2.2   CVS Services and Responsibilities

This section identifies the Services to be performed by CSLLC and the Responsibilities of the Client.

Stage	CSLLC Services	Client Responsibilities
Support Services	• Manage the work plan for support requests as identified in Section 1.1 • Update the Client roadmap for planned support needs • Participate in project status meeting in a time agreed upon by CSLLC EM and Client • Conduct weekly workstream meetings between CSLLC functional/technical consultants and Subject Matter Experts ("SMEs"), on an as-needed basis • Provide knowledge transfer documents, on an as-requested basis • Prepare, reconcile, and provide financial summaries to the Client • Support Client's Project Manager with issue resolution, and additional resourcing requests for unplanned needs • Provide engagement artifacts • Providing guidance in developing high level deployment plan(s), as requested • Provide sign-off documents, as required for support requests	• Manage the Tenant Management Strategy • Inform CSLLC of changes to the Tenant Management Strategy • Inform CSLLC of tenant refreshes two (2) weeks prior to scheduled date • Provide input to the work plan • Provide input into the Client roadmap • Participate in weekly project and workstream meetings • Provide SMEs for support requests • Provide requirements for any support request • Review and sign off on initial functional or technical design changes • Define and document test plan and test scenarios (end-to-end, user acceptance, and regression) • Create/maintain defect tracking log • Execution of all test scenarios (end-to-end, user acceptance and regression) • Manage and sign off on all test results (end-to-end, user acceptance and regression) • Conduct sandbox and production migrations of configuration, unless requested in writing in advance per Section 2.2 • Conduct change management

Stage	CSLLC Services	Client Responsibilities
		• Sign off on any support request

3.0   Project Approach

3.1   Methodology

The implementation will be completed by following the Launch deployment approach which consists of the following stages: Plan, Architect & Configure, Test, Deploy and Post-Production. In parallel to the Architect & Configure stage, the project team will also conduct integration design and integration development (in the same tenant). The specific content of the Deliverables and duration to complete these Deliverables is detailed in the project plan which is to be developed jointly by the CSLLC EM, the third-party systems (CanAm/Teller and Sherpa specifically as listed in the Project Oversight section 1.1.5) and the Client Project Manager.

3.2   Governance

Project Management

In the Plan stage of the project, the CSLLC EM will work with the Client Project Manager to develop a detailed project plan to be used to maintain project tasks and the Timeline.

Finalization of the Scope, as determined during the Plan and Architect & Configure stages, may require the project team to revise the estimates and resource requirements for the Test stage of the project.

Change Control Process

Any additional or modified Scope of Services shall be documented in a separate written and fully executed Project Change Order Form ("Change Order") using the template set forth in Appendix C. Such form shall include the written approval of an authorized representative of Client before CSLLC will begin any additional work or incur any charges or fees outside the Scope of this SOW. Client and CSLLC agree to the following process:

- **Step 1:** CSLLC will prepare a description of the necessary change including Scope, process, cost, impact to the Timeline, impact to resources along with a list of alternative solutions.
- **Step 2:** The Client Project Manager will review and approve or reject within his or her authority or escalate to the executive sponsor for review and approval or rejection.
- **Step 3:** Client will review and approve or deny the request for the additional or modified Services within **five (5) business days** so as not to cause any unnecessary delay in the Timeline. Should the change be large and require a higher level of approval, this may take up to seven (7) business days for necessary approval routing. If the change requires Board approval it may take longer than seven (7) business days.

- **Step 4:** Any approved additions or modifications to the Scope of Services will be documented pursuant to a Change Order and become an addendum to this SOW.

Status Reporting

During the Plan stage of the project, the CSLLC EM will coordinate with the Client Project Manager to establish a set of regularly scheduled meetings to present project status and risks. These will include, but are not limited to, a monthly steering committee meeting, a weekly project core team status meeting, weekly workstream meetings, a weekly project management meeting, and additional meetings, as needed. The CSLLC EM will report out at the steering committee and team status meetings on the status, activities, issues, and other relevant project information.

The monthly steering committee meeting will include a review of the Timeline and status, accomplishments to date, upcoming project activities and milestones, review of issues and risks requiring action from the steering committee members, potential changes to Scope and a review of the financials of the project. The steering committee will include a readout by the CSLLC EM on the state of the project; participation may be in person or remote.

A weekly status meeting will be held with the core team and the Client Project Manager to assess recent accomplishments, issues, risk factors and to ensure that the work planned for the next two (2) weeks is properly resourced. Risk factors and roadblocks will be assessed and either resolved or escalated. In addition to these meetings, meetings with functional teams will be scheduled to review and resolve any open issues.

All meeting agendas, status reports, steering committee presentations, issues log, project plan and the project charter will be stored on the project collaboration site as referenced in Section 4.0 Assumptions & Dependencies.

Knowledge Transfer

Over the course of the project, functional and technical knowledge transfer occurs organically during alignment sessions, CCS, weekly workstream meetings and during the Test stage. Additional knowledge transfer will occur during the Post-Production stage as needed. If Client requires additional knowledge transfer, this may result in a Change Order. Process documentation (e.g., operational guides and process flow diagrams) is not in Scope for knowledge transfer, with the exception of the integrations operations guide for CSLLC owned integrations.

Communication and Issue Escalation

Regular communications are planned to ensure that constraining issues do not arise. The Client Project Manager is the primary escalation point for all Client employees and issues. If necessary, Client issues will be escalated to Client's project sponsor for prompt resolution by obtaining direction from the appropriate people within Client's organization. The CSLLC EM is the escalation point for all CSLLC employees and issues. If necessary, CSLLC issues will be escalated to CSLLC's executive sponsor for prompt resolution.

The Parties acknowledge that throughout the project there may be issues that require escalation and further agree that either Party may in good faith convene a meeting with the executive sponsors to resolve such issues and develop a mutually agreed upon solution. A Change Order may be initiated in the event any part of the agreed solution impacts Scope, effort, Timeline, resource commitments, or Pricing.

3.3   Project Schedule

The time required to complete the project (the "Project Schedule" or "Timeline") is based on the contents of this SOW. Based on a projected Start Date of **August 9, 2024**, the estimated duration and estimated start dates of each project stage are listed below, pending timely execution of this SOW, and availability of resources and training. The Client payroll schedule may require an adjustment on the estimated start date for the Deploy and Post Go-Live stages.

Client resources will complete the Workday prescribed training for the functional areas in Scope prior to the start of the Architect & Configure stage, and Client resources which are assigned to design/build integrations (as indicated in the integrations Scope) will complete the required Workday training (report writing, calculated fields, and integration-related classes) prior to the start of the Architect & Configure stage. If training is not attended, this could result in a significant impact to the time and cost of the project.

The project will be completed in a staggered multi-release phase – as presented below. The Timeline for the project is as follows:

Summary View

Deployment Detail View:

Multi-Phase/Staggered Release: Financials and HCM/PAY Project Timeline

	Strategy	Plan (FINS & HCM/PAY)	Architect & Configure (FINs & HCM/PAY)		Architect & Configure (FINs & HCM/PAY)	Test (FINs & HCM/PAY)	Financials Deploy	Post Production (FINS)	Architect & Configure (**HCM/PAY)	Re-Test/ Regression Test (**HCM/PAY)	HCM/PAY Deploy	Post Production (HCM/PAY)		Post Production (HCM/PAY)	Total Weeks (including Blackout Weeks)
Weeks	6	9	1	2	19	15	4	12	1	1	3	1	1	11	87
Start	9/9/2024	10/14/2024	12/16/2024	12/23/2024	1/6/2025	5/19/2025	9/1/2025	9/29/2025	*11/10/2025	11/17/2025	11/24/2025	12/15/2025	12/22/2025	1/5/2026	
Finish	10/11/2024	12/13/2024	12/20/2024	1/3/2025	5/16/2025	8/29/2025	9/26/2025	12/19/2025	11/14/2025	11/21/2025	12/12/2025	12/19/2025	1/2/2026	3/20/2026	

Financials Go-Live Sep 26, 2025

HCM/PAY Go-Live Dec 12, 2025

1st Workday Payroll Run in January 2026

*Overlap of FINS Post-Production and HCM/PAY start
**Any prior phase deploy Updates/Changes if needed

Workday Lean-On Services Detail View:

Timeline	CSLLC Lean-On Services
Estimated Start Date	March 23, 2026
Estimated End Date	March 19, 2027

Note:
- Integrations will be developed based on a timeframe dependent on the batches defined in the integrations planning sessions and third-party vendor availability.

The following **summary table** highlights the proposed Deployment Timeline after the Start Date:

Deployment	Timeline	Anticipated Start Date	Anticipated Workday Financials Launch	Anticipated Workday HCM/Payroll Launch Move-	First Workday Payroll Run
Phase One (1)	Approximately eighty-seven (87) weeks including Hypercare and blackout weeks	August 9, 2024	September 26, 2025	December 12, 2025	January 2026

3.4 CSLLC Catalyst Activities

The following critical activities will take place following the commencement of the Plan stage:

KEY	CSLLC	CLIENT	JOINT

Project Work Week	Estimated Business Day	Catalyst Event	Work Effort Hours	Workday Delivered Training Completion
Week 1	1	Welcome letter		
	3	CSLLC EM introduction and project overview call with Client	0.5	Remote / Classroom
	4	Data conversion discovery	1.5	
Week 2	8	FDM workshop	1	
	8	HCM and core compensation workshop	1.5	Remote
	10	OC&T kickoff	1	
	11	Payroll workshop	2	
Week 3	12	Absence workshop	2	
	12	Financial accounting workshop	2	
	13	Recruiting workshop	2	
	14	Benefits workshop	2	
	15	Spend catalyst workshop (FDM part two (2))	2	Remote
	16	Core HCM workbook working session	2	
	16	Revenue/Professional Services Automation (PSA) (Catalyst workshop (FDM part two (2))	2	
	18	Time tracking workshop	2	
	19	Reporting readiness	1	

5.0   Term and Termination

a. This SOW shall commence on the Start Date identified above and shall continue through March 19, 2027. (the "Term"), unless terminated sooner pursuant to the Agreement.

6.0   Pricing

a. CSLLC will invoice and Client shall compensate CSLLC on a Fixed Fee basis as set forth in the table below for Services rendered. This price is inclusive of any and all associated charges and fees which CSLLC may experience during the fulfillment of this SOW, with the exception of Section 7.0 Expenses. Pricing is based on the Project Schedule defined in this SOW; any changes to the Project Schedule will require a modification in price. Invoices will be paid subject to the terms and conditions of the Agreement. Total cost of the engagement is listed in the Milestones and Events table below.

b. **Lean-On Service Subscription**

    I.   The Enhanced Managed Services are applied in conjunction with the Consulting Services of this SOW. If additional Consulting Services are requested pursuant to the Change Order process, Enhanced Managed Services will also be included.

    II.   Flexibility exists to use hours for resource needs not listed above in the pricing matrix. This includes requests for new resources or an increase in resource hours.

    III.   Hours will roll over from quarter to quarter. Any unused hours at the end of the Term must be used within the first quarter of any mutually agreed upon renewal term.

    IV.   Any Services provided beyond the Scope of this SOW must be approved by Client pursuant to a Change Order.

    V.   CSLLC will assign Client to a team support model comprised of CSLLC cross-functional and technical consultants with a built-in redundancy/backup. The team will support the areas outlined in this SOW.

    VI.   Billing will occur prior to the start of each period for the hours indicated for each service period.

    VII.   In the event Client exceeds the quarterly bucket of hours, CSLLC will promptly issue the following quarter's invoice upon the overage, which shall be due and payable in accordance with the Agreement. Client can use the hours associated with the following quarter once the invoice is issued.

    VIII.   If Client exceeds the annual estimated fees associated in the pricing table set forth herein, CSLLC will prepare a Change Order.

    IX.   Any and all fees associated with Client's e-invoicing, portal, or payment solution will be the responsibility of Client without dispute. CSLLC will provide all necessary documents or invoices to confirm the fees if such fees are incurred.

c. Payments will be made according to the following schedule:

Workday Deployment Fixed Fee and Invoicing				
Milestone / Event	Invoice Date	Invoice Amount	CSLLC Investment	Total Invoice Amount
Strategy Stage: Strategy Readout	10/18/2024	$ 399,159.00	$ (45,000.00)	$ 354,159.00
Plan Stage: Delivery of Plan Artifacts	12/13/2024	$ 399,159.00	$ (45,000.00)	$ 354,159.00
Architect & Configure Stage: Delivery of Design Artifacts	2/24/2025	$ 399,159.00	$ (45,000.00)	$ 354,159.00
Architect & Configure Stage: Delivery of End-to-End Tenant	5/2/2025	$ 399,159.00	$ (45,000.00)	$ 354,159.00
Test Stage: Completion of End-to-End Test	6/27/2025	$ 399,159.00	$ (45,000.00)	$ 354,159.00
Test Stage: Completion of Parallel Test	8/22/2025	$ 266,106.00	$ (30,000.00)	$ 236,106.00
Deploy Stage: Completion of Move-to-Production (Go-Live)	10/17/2025	$ 266,106.00	$ (30,000.00)	$ 236,106.00
Post-Production support: Completion of Deployment Services Project	4/3/2026	$ 132,965.00	$ (15,000.00)	$ 117,965.00
Project Total for All Phases		$ 2,660,972.00	$ (300,000.00)	$ 2,360,972.00
Estimated Expenses				$ 118,048.60
Grand Total				$ 2,479,020.60

Workday CVS Lean-On Support Services Fixed Fee and Invoicing				
Milestone / Event	Quarter Service Hours (Total Block of Hours/Bucket)	Invoice Date	Invoice Amount	Total Invoice Amount
Quarter 1 CVS Service Dates (Oct 2026 to Dec 2026)	59	1/15/2027	$ 12,270.00	$ 12,270.00
Quarter 2 CVS Service Dates (Jan 2027 to Mar 2027)	59	4/16/2027	$ 12,270.00	$ 12,270.00
Quarter 3 CVS Service Dates (Apr 2027 to Jun 2027)	59	7/16/2027	$ 12,270.00	$ 12,270.00
Quarter 4 CVS Service Dates (Jul 2027 to Oct 2027)	59	11/12/2027	$ 12,270.00	$ 12,270.00
Project Total for All Phases	236		$ 49,080.00	$ 49,080.00
Estimated Expenses				$ 2,454.00
Grand Total				$ 51,534.00

d. Invoices will be emailed to the following address(es): ttibbitts@sjcfl.us Any other mailed correspondence will be delivered as follows below:

St. Johns County, FL
500 San Sebastian View
St. Augustine, FL 32084

e. Any additional Services rendered in addition to the Scope as defined in this SOW will only be performed after the Parties agree to a Change Order utilizing either the rate table below to build the cost or rates subject to further negotiation if or when additional services are rendered.

Rate Card	
Executive	$380
Strategy Manager	$312
Senior Functional Architect (Consulting Director)	$325
Engagement Director (Portfolio Director)	$320
Engagement Manager	$264
Functional Architect	$284
Senior Principal Consultant	$232
Principal Consultant	$204
Consultant	$168
Analyst	$152

f. Workday Delivery Assurance and Workday specific training services and fees will be covered under a separate agreement between Client and Workday.

g. Any and all fees associated with Client's e-invoicing, portal, or payment solution will be the responsibility of Client, without dispute. CSLLC will provide all necessary documents or invoices to confirm the fees if such fees are incurred.

Milestone/Event Definitions

Workday Deployment Services Milestones:

Strategy Stage: Strategy Readout: This milestone is achieved on the completion of the Strategy executive readout.

Plan Stage: Delivery of Plan Artifacts: This milestone is achieved after Client's acceptance via Client sign-off of the following is complete:

    a. Draft Project Schedule and plan

    b. Foundation tenant build complete

Architect & Configure Stage: Delivery of Design Artifacts: This milestone is achieved after Client's acceptance via Client sign-off of the following is complete:

    a. Design artifacts

Architect & Configure Stage: Delivery of End-to-End Tenant: This milestone is achieved after Client's acceptance via Client sign-off of the following is complete:

    a. Unit Testing

    b. End-to-End tenant build for use in End-to-End Testing

Test Stage: Completion of End-to-End Test: This milestone is achieved after Client's acceptance via Client sign-off of the following is complete:

    a. Execution of test scenarios or timeframe for End-to-End Testing has lapsed

    b. Cutover-plan drafted

Test Stage: Completion of Parallel Test: This milestone is achieved after Client's acceptance via Client sign-off of the following is complete:

    a. Timeframe for Parallel Testing has lapsed

    b. Any issues reasonably identified as preventing progress to Production have been addressed or mitigated. Start of any Services in the Deploy stage will be deemed as completion of this milestone

    c. Cutover-plan finalized

Deploy Stage: Completion of Move-to-Production (Go-Live): This milestone is achieved after Client's acceptance via Client sign-off of the following is complete:

    a. Production Workday system is available to any Client employees

Post-Production Support: Completion of Deployment Services Project: This milestone is achieved after Client's acceptance via Client sign-off of the following is complete:

    a. Timeframe for Post-Production support has lapsed following the Move-to-Production

Workday CVS Lean-On Support Services Milestones:

Quarter 1 CVS Service Dates (Oct 2026 to Dec 2026)

    a. Completion of Quarter Services Dates

Quarter 2 CVS Service Dates (Jan 2027 to Mar 2027)

    a. Completion of Quarter Services Dates

Quarter 3 CVS Service Dates (Apr 2027 to Jun 2027)

    a. Completion of Quarter Services Dates

Quarter 4 CVS Service Dates (Jul 2027 to Oct 2027)

    a. Completion of Quarter Services Dates

CSLLC will present the applicable Deliverables to Client and Client will have **five (5) business days** to provide a specific list of reasonable issues to be remedied. CSLLC will address issues and resubmit the deficient Deliverables.

7.0 Expenses

Client will reimburse CSLLC for its reasonable out-of-pocket travel expenses incurred in connection with the provision of the Services in accordance with Florida Statute (F.S. 112). This will include CSLLC's management personnel for purposes of project oversight. Specific travel recommendations will be planned and discussed between the CSLLC EM and the Client Project Manager. Such agreed to travel recommendations shall not require additional Client pre-approval. All fees or penalties incurred due to cancellations or changes of travel at Client's request shall be invoiced to Client. The Expense Estimate provided in Section 6.0 is a budgetary estimate only.

8.0 Signatures

IN WITNESS WHEREOF, the Parties have duly executed this SOW by their respective authorized representatives as of the SOW Effective Date.

Collaborative Solutions, LLC   **St. Johns County, FL**

_____   _____
Authorized Signature   Authorized Signature

_____   _____
Name   Name

_____   _____
Job Title   Job Title

_____   _____

_____   _____
              Date   Date

Appendix A – Description of Roles

Client Roles

Client personnel are experts on Client business/technologies and as such will have responsibility for providing project management, non-Workday functional, technical, and culture expertise to the project.

Client project team members and cross-functionality representation are currently identified as follows:

(Note that project teams' roles could be specific to implementation needs.)

Client Team Member	Description of Role
Steering Committee, Key Stakeholders, Executive Sponsor	The steering committee provides funding and support to the project. Responsibilities include: • Obtaining appropriate funding and approvals • Ensuring all appropriate resources are available for the project • Resolving issues which are impeding the progress of the project • Providing overall direction to the Client Project Manager • Sign off on key Deliverables/project milestones • Assuring project delivery and quality control • Attending steering committee meetings
Project Manager	The Client Project Manager is a dedicated resource focused, specifically on the Workday implementation. While CSLLC understands there are many other activities linked to the implementation, this resource needs to be dedicated full-time to the project. Responsibilities include the following: • Establishing and managing the project details, Deliverables, schedules, tasks, assignments, and execution • Coordinating business teams and support teams • Driving the implementation of the optimized processes • Managing the resolution of issues • Anticipating and resolving issues which could impact the project budget, schedule, Scope, or quality
Functional Team (Global Process Owners, Process Leads, and SMEs/Business Analysts)	The functional team are those familiar with Client business processes and systems. These individuals provide information to the CSLLC Functional Consultant(s) to configure the Workday solution. Responsibilities include: • Communicate functional requirements which need to be configured in Workday • Describe current business processes and work with team to simplify and improve • Provide functional requirement through completion of configuration and data gathering workbooks • Champion adoption and use of Workday Launch delivered business processes • Identify critical changes needed to Workday Launch delivered business processes due to compliance/regulation or business need and provide feedback to CSLLC consultants

Client Team Member	Description of Role
	• Work with CSLLC consultants to help map and load data into Workday • Actively participate in all testing activities • Pre-validate extracted data files prior to providing it to CSLLC; then validate data after it has been converted into Workday solution • Contribute to identifying and executing test scenarios for functional areas • Perform end user training • Participate in all sessions to facilitate organic knowledge transfer
Technical Team (Integration Lead, Integration Engineers/Developers, and Data Conversion Specialist)	Technical resources perform the following: • Support the conversion and extraction of data contained in existing systems • Design and develop custom integrations as outlined within the Scope of this SOW • Develop custom reports • Manage Client communications • Participate in knowledge transfer • Actively participate in testing activities *Note: Resource experience, data quality and the amount of transformation required could impact the actual resources needed to support the data conversion efforts.*
Internal Auditor	The internal auditor is responsible for providing compliance-related guidance and expertise to the project team.
Test Lead	The Client Test Lead develops and manages the overall Client test strategy and plan. Responsibilities include: • Establish an approach to testing • Define resource requirements for testing • Establish the test schedule • Conduct overall execution of the Client prescribed Unit, End-to-End (including integrations), User Readiness review, Parallel Test process for Workday payroll and Pre-Production tenant validation • Facilitate testing coordination and progress meetings • Successfully manage defect resolutions • Resolve test issues via coordination of Client and CSLLC teams as required to complete testing for successful completion of Workday test • Define the overall test strategy • Define test approach, roles, and responsibilities • Define test tools and scenarios by tester and success criteria for each test stage • Define and report test metrics to the project team and project executives
Organizational Change Lead	The Client Organizational Change Lead is focused on planning and executing the change management and communications activities. The

Client Team Member	Description of Role
	Client Organizational Change Lead is the primary counterpart to the CSLLC Organizational Change Lead and is responsible for understanding primary insight into Client's culture, operations, and competing projects or interests. The Client Organization Change Lead is the primary liaison between the Client project team and other internal resources needed to execute and deploy the various change management and communications activities and is ultimately responsible for all change management and communications-related Deliverables.
Training Lead	The Client Training Lead is focused on planning and executing the end user training activities. The Client Training Lead is responsible for understanding competing projects or interests related to end user training. The Client Training Lead is the primary liaison between the Client project team and other internal resources needed to plan, execute, and deploy the various training activities for the deployment and is ultimately responsible for all training-related Deliverables. Client may choose to assign the Client Organizational Change Lead and Client Training Lead roles and responsibilities to a single actual resource.
Training Communications, and Change Management Support Resources	Depending on the specific strategies and plans Client establishes as part of its OC&T program, additional resources will be needed at various times throughout the project lifecycle to support and execute the communications, change management, and training plans. These roles often include: • Training developers responsible for developing and revising the end user training collateral as defined in the training curriculum plan • Communications leads/developers responsible for developing, revising, and deploying the end user communications collateral as defined in the communications plan • Trainers and super users responsible for gaining advanced familiarity with the new systems and user support tools, and in turn planning and delivering pre-Go-Live and ongoing training to end user audiences • Change champions responsible for generating awareness and support around future changes within their designated areas of influence

Cognizant roles

The extent of each Cognizant team member's involvement will vary by task as defined in the project plan. We will notify you of any change in the Cognizant team that may be necessary from time to time. Our team listing below does not exclude other Cognizant staff from being involved in this project.

Cognizant resources are process/software specialists and are responsible for providing functional and technical expertise to the project. Our core responsibilities include the following:

- Lead and drive business process configuration according to Client's requirements
- Set up and configure system as defined in the statement of work
- Coach Client about the options and implications around each process/configuration decision
- Assist Client with the resolution of issues
- Identify potential business process improvements
- Escalate project problems and risks to the project leadership and/or steering committee as appropriate
- Support Client during testing and validation activities

- Assist Client with planning and managing the organizational change and training (OC&T) program
- Share OC&T templates and coach Client on how to use and maintain
- Provide OC&T support during the implementation

Team member	Description of role
Portfolio director	Cognizant provides a portfolio director to serve in an advisory role and escalation point on all Workday deployments to ensure success by working collaboratively with Client's executives, Client project manager, Workday leadership, and Cognizant's engagement manager. Supports Cognizant engagement manager to resolve any escalated issues in a timely manner and sign-off on key deliverables throughout the project per the Cynergy™ for Workday methodology. The Cognizant portfolio director is an active and visible resource on the project and is expected to participate in regularly scheduled steering committee meetings and milestone activities to ensure the project is meeting the goals/objectives and timeframes outlined at the beginning of the project.
Functional architect	Cognizant provides a functional architect to work with Client in leading and driving the solution based on their broad Workday experience along with deep implementation expertise. The functional architect will work with Client to drive Client solutions and provide design/strategy support. The functional architect is responsible for driving the design and business process sessions along with the Cognizant consultants.
Engagement manager	Cognizant provides a designated engagement manager (EM) who is responsible for working with the Client project manager to ensure the timely success of the project. The EM guides the project by providing Workday best practices as they relate to project management techniques, the use of Cynergy™ tools and templates, interaction with Workday Product Strategy and Development, and leveraging Cognizant Cynergy™ implementation methodology. The EM staffs the project and guides project activities to ensure the timely completion of the project in accordance with the project charter and project plan. The EM is liaison with Workday on project-related issues that may be outside the direct control of the project team (e.g., coordinating the resolution of issues with product development). The EM partners with the Cognizant consultants and Client project leads to provide additional guidance on Workday implementation best-practices, industry standards, and facilitate knowledge sharing among Workday clients as appropriate. The EM keeps the Client project team apprised of Workday updates, tenant changes, and can provide guidance on using the Workday Community.
Project associate	Cognizant provides a project associate. The project associate is responsible for coordinating with the Cognizant consultants to maintain the forecast, maintain status report details, and run weekly financials reports. The project associate may also attend meetings such as steering committee meetings to capture meeting minutes allowing the engagement manager to focus on leading the discussion. Performs engagement management tasks as assigned by EM.
Executive sponsor	The point of contact for Cognizant's executive management team. Works with the Cognizant EM and Client PM to ensure that escalated issues do not impact the project timeline.
Functional consultant(s)	Responsible for working with Client to lead and drive Client business process design and integration requirements. The principal consultant(s) lead business process workshops and workflow iterative development and develop business process templates that are a key input into the configuration of the solution. The principal consultant(s) configures Workday according to Client requirements and documents any areas where requirements are not met. They provide best

	practices to enhance Client access to the features/functions of the Workday solution. They support the testing, data conversion, and integration development efforts. They escalate issues that may impact the go-live date to the Cognizant EM.
Integration consultant(s)	Responsible for working with the Cognizant principal consultant(s) and the Client business analysts to gather and document integration requirements. The integration consultant(s) leads the configuration and supports the testing of Workday packaged integrations and the development of Client integrations as defined by the statement of work.
Data conversion consultant(s)	Responsible for converting Client data into Workday based on the configuration and mapping done by the Cognizant principal consultant(s) and the Client business analysts. The Cognizant data conversion consultant(s) works with the Client business analysts to resolve data related issues. They work with Client to resolve loading errors and reload the appropriate tenants.
Organizational change and training lead	The organizational change and training (OC&T) lead is focused on defining strategy, establishing plans, and driving execution of change management and end-user training activities. He or she provides guidance to the relevant counterparts on Client's OC&T team and guides the work stream through the specific methodology at each stage throughout the project, as defined in the project scope. The OC&T lead is also responsible for the administration of the workstream, including timeline management and status reporting as defined by the overall project management team.
Organizational change and training developer(s) and principal(s)	As needed and specified by project scope, additional organizational change principal(s) and/or training developer(s)/principal(s) will join the project team at key times during the project cycle. These resources are led by the OC&T lead(s) and are responsible for understanding the Workday configuration and Client business processes to create and support the change management, communications, and training deliverables as specified in the project scope and/or subsequent strategies and plans once they have been completed. These resources may also be called up on to support user experience sessions, train-the-trainer, and/or training delivery as indicated by the project scope and the specific strategies designed for Client during the initial project stages.
Strategy lead	The strategy lead supports the strategy architect and client leadership to understand organizational perspectives and recommend best-fit methods to execute business strategies, improve operations and performance, and optimize roles and responsibilities. They will participate in development of the strategy, business initiatives, and organizational changes needed to gain leadership alignment, enable change leadership, promote stakeholder and employee engagement, enable further organizational change programs and plans. They lead assessments and meetings, developing deliverables, and delivering trusted business advisor support to clients. This lead provides knowledge transfer during transition from strategic engagement to implementation engagement ensuring client requirements, decisions, and culture are shared to enable a seamless transition between projects.

Workday Roles

Workday core responsibilities include:

Workday Team Member	Description of Role
Delivery Assurance	If in Scope between Client and Workday, the Workday Delivery Assurance Group is comprised of Workday implementation specialists and works with Client towards the implementation of the Workday solution. The Workday Delivery Assurance Group conducts a series of quality assurance reviews at major project milestones, when the group reviews project documentation, product configuration, and business processes. The Workday Delivery Assurance Group is responsible for the development and enhancement of the Workday implementation methodology and works closely with product strategy and development in helping steer product direction.

Appendix B – Integrations and Workday Delivered & Cognizant Modified Reports for Government

Integrations

The following integrations are in Scope. Please refer to the column labeled "Owner" to identify if the integration is Client assigned or CSLLC assigned.

Workday Extend: CSLLC will provide an Integration lead to conduct a discovery session on the Workday Extend (App Builder) use case for Client and provide advisory integration support on the build of the Workday Extend use case as defined. CSLLC upon completion of the Workday Extend use case discovery, will provide an updated estimate to design and build the Workday Extend application or provide additional advisory integration support as needed for Client to design and build the Workday Extend app. Additional Services for Workday Extend will be provided through a separate SOW or fully executed Change Order.

ID#	Integration Name	Integration Description	Vendor	Tool	Owner
INT001	Basic SSO/SAML Setup		TBD	Setup	CSLLC
INT002	Active Directory Outbound		TBD	CC	CSLLC
INT003	Active Directory Inbound		TBD	Studio	CSLLC
INT004	CityWorks Assets Inbound	Asset/utility management	CityWorks	Studio	CSLLC
INT005	DemandStar	Bid posting	DemandStar	Studio	CSLLC
INT006	Esri ArcGIS	Enterprise GIS data, mapping, and analysis	Esri ArcGIS	Studio	CSLLC
INT007	Florida Safe Families Network	Department of Children and Families system	Florida Safe Families Network	Studio	CSLLC
INT008	Lexipol	Public safety policy management software	Lexipol	Studio	CSLLC
INT009	LexisNexis	Posting call-in credit card payments for accounts	LexisNexis	Studio	CSLLC
INT010	Medcom ACA Outbound	ACA reporting	Medcom Benefits	CC	CSLLC
INT011	Medcom COBRA Qualifying Events Outbound	COBRA QE reporting	Medcom Benefits	CC	CSLLC
INT012	PSTrax	Tracking inventory and truck assessments for Fire	PSTrax	Studio	CSLLC
INT013	Vector Solutions Formerly Target	Tracking training and certifications for Fire Rescue	Vector Solutions	Studio	CSLLC
INT014	UKG Telestaff	Timekeeping for Fire Rescue	UKG Telestaff	Studio	CSLLC
INT015	CityWorks Demographics Outbound		CityWorks	EIB/DTS	CSLLC
INT016	CityWorks FDM Dimensions Outbound	Integrate account codes, costs, CIP projects, and staff into CW and return ERP required values	CityWorks	Studio	CSLLC
INT017	Cityworks Fleet Journal Inbound		Cityworks Fleet	Studio	CSLLC
INT018	FRS Retirement Contributions Outbound		FRS	EIB/DTS	Customer
INT019	Lincoln Deferred Comp Contributions Outbound		Lincoln	EIB/DTS	Customer
INT020	Accurate Background Check Outbound		Accurate	EIB/DTS	CSLLC

ID#	Integration Name	Integration Description	Vendor	Tool	Owner
INT021	Accurate Background Check Inbound		Accurate	Studio	CSLLC
INT022	Bank of America Payroll ACH Outbound		Bank of America	CC	CSLLC
INT023	Bank of America AP ACH Outbound		Bank of America	CC	CSLLC
INT024	Bank of America BAI2 Inbound		Bank of America	CC	CSLLC
INT025	Bank of America Payroll Check Layout		Bank of America	BIRT	CSLLC
INT026	Bank of America AP Check Layout		Bank of America	BIRT	CSLLC
INT027	Bank of America Positive Pay w/o Voids Outbound		Bank of America	EIB/DTS	Customer
INT028	Bank of America Pcard Transaction Inbound		Bank of America	CC	CSLLC
INT029	Medical Enrollment Outbound	Vendor unknown - assuming ANSI 834 standard supported by Workday template is used	TBD	CC	CSLLC
INT030	Vision Enrollment Outbound	Vendor unknown - assuming ANSI 834 standard supported by Workday template is used	TBD	CC	CSLLC
INT031	Dental Enrollment Outbound	Vendor unknown - assuming ANSI · 834 standard supported by Workday template is used	TBD	CC	CSLLC
INT032	Payment Works Payment Outbound		Payment Works	CC	CSLLC
INT033	PSTrax Journal Inbound		PSTrax	Studio	CSLLC
INT034	Enrollware AHA Training Inbound		Enrollware	Studio	CSLLC
INT035	Vector Solutions Training Inbound	Fire and EMS: Tracking training and certifications	Vector	Studio	CSLLC
INT036	Medcom COBRA Initial Rights Outbound		Medcom Benefits	CC	CSLLC
INT037	Cashiering System Ad Hoc Bank Transaction Inbound	POS revenue feeds able to be sent via Cashiering Software	TBD	Studio	CSLLC
INT038	Ad Hoc Bank Transaction Inbound	All POS revenue feeds outside of Cashiering Software can come through one integration provided data can be provided in a constant format	N/A	CC	CSLLC
INT039	eVerify		USCIS	CC	CSLLC
INT040	Treasury Navigator with South State Bank.	Clerk uses for daily banking needs, which is a secure portal. The clerk does not have a purchase card system like the county (they reconcile manually on a spreadsheet).	South State Bank	Studio	CSLCC

Integration Type Key:
- EIB/DTS = Enterprise Interface Builder/Document Transformation Service

- CC = Cloud Connect
- Studio = Workday Studio
- Other = Web services, integration system user setup, and BIRT (Business Intelligence and Reporting Tools)

The interfaces/integrations required for this project include:

- **Cloud Connect ("CC")** – CC provides Workday customers with the same level of support as they would receive in the core Workday application. Such Workday integrations are (i) part of the Workday hosted application service and (ii) provided with ongoing support by Workday in accordance with Workday's then-current Support and Service Availability Policy. While Workday integrations are designed and developed as part of the subscription license, CSLLC anticipates some amount of time dedicated to configure and test the integrations during the implementation.
- **Custom Integrations** – Custom integrations are developed by CSLLC or Client using Workday's tools such as Report Writer, EIB, DTS, or Studio.

Workday Delivered & Cognizant Modified Government Reports

The following report configuration is in Scope. Any hours identified for custom reporting support is inclusive of design discussions, requirements gathering and KT.

HCM Reporting

Report Name / Configuration	Area	Description
Organization Footprint	HCM - Distribution Trends and Analysis	Modified version of the Global Footprint standard report to provide headcount by location or hierarchy and job family group
Growth Rate by Job Family Group	HCM - Distribution Trends and Analysis	Standard report to provide headcount growth by job family group by month configured for custom dashboard
Headcount and Average YOS by Age Range	HCM - Distribution Trends and Analysis	Standard report to provide headcount and average years of service by age band and configured for custom dashboard
Headcount by Management Level	HCM - Distribution Trends and Analysis	Standard report to provide headcount by management level and configured for custom dashboard
Headcount Growth Analysis	HCM - Distribution Trends and Analysis	Modified version of the Headcount Growth Analysis standard report to provide headcount by month
Workforce Tenure – Monthly Trend	HCM - Distribution Trends and Analysis	Modified version of the Workforce Tenure – Yearly Trend standard report to provide headcount by tenure groups and month
Employee Population Trend by Gender	HCM - Diversity	Modified version of the Employee Population Trend by Gender standard report to provide headcount by gender and month
Ethnicity / Management Level Analysis	HCM - Diversity	Standard report to provide headcount by management level and ethnicity and configured for custom dashboard

Report Name / Configuration	Area	Description
Male / Female Distribution	HCM - Diversity	Standard report to provide headcount by gender and configured for custom dashboard
Male / Female Workforce Job Family	HCM - Diversity	Modified version of the Male / Female Workforce Majority by Country standard report to provide headcount by gender and job family
Manager Composition by Ethnicity and Years of Experience	HCM - Diversity	Standard report to provide manager headcount, distribution, compa-ratio, and years in position by tenure ethnicity and configured for custom dashboard
People Manager Proportions	HCM - Diversity	Standard report to provide manager headcount by gender and configured for custom dashboard
Hires by Age Group	HCM - Headcount Movement	Standard report to provide hires count by age group and configured for custom dashboard
Promotion Rate	HCM - Headcount Movement	Standard report to provide promotion rate by quarter and configured for custom dashboard
Voluntary Terminations by Management Level	HCM - Headcount Movement	Standard report to provide voluntary termination counts by management level and configured for custom dashboard
Quarterly Turnover Rates	HCM - Headcount Movement	Standard report to provide voluntary, involuntary, and total turnover rates by quarter and configured for custom dashboard
Quarterly Turnover Rates by Organization	HCM - Headcount Movement	Standard report to provide voluntary, involuntary, and total turnover rates by supervisory organization and configured for custom dashboard
Employee Movement	HCM - Headcount Movement	Standard report to provide hires, transfers, and terminations and configured for custom dashboard
Worker Proportion Trends	HCM - Structured Dynamics	Modified version of the Worker Proportion Trends standard report to provide headcount of managers and employees by month
Manager Headcount by Management Level	HCM - Structured Dynamics	Modified version of the Manager Headcount by Management Level standard report to provide headcount by management level and month
Span of Control by Job Family Group	HCM - Structured Dynamics	Standard report to provide management ratios by job family and configured for custom dashboard
Span of Control by Range of Direct Reports	HCM - Structured Dynamics	Standard report to provide manager span of control and configured for custom dashboard
Span of Control by Month	HCM - Structured Dynamics	Modified version of the Span of Control by Year standard report to provide manager span of control by month
Span of Control – Manager Outliers	HCM - Structured Dynamics	Standard report to provide direct report counts and configured for custom dashboard
Workforce Analysis Dashboard	Custom Dashboard	Configuration of a single custom dashboard to accommodate the reports listed above
Age Band Definitions	Configuration	Configuration of age bands to provide grouping for worker reports Under and Including Age: 20 Age Incremented by: 10 Over and Including Age: 60
Trended Worker	Configuration	Configuration of Trended Worker settings and data generation

Financials Reporting

Report Name	Area	Description
Data Audit - Funds	Financial Accounting	Listing of the funds in the tenant and the hierarchy structure for those funds.
Data Audit - Cost Centers	Financial Accounting	Listing of the cost centers in the tenant as well as the cost center manager assignments, hierarchy structure and related worktags established for those cost centers.
Data Audit - Programs	Financial Accounting	Listing of the programs in the tenant and the hierarchy structure for those programs.
Data Audit - Locations	Financial Accounting	Listing of all locations showing usage, type, hierarchy structure and address information.
Data Audit - Grants	Financial Accounting	Listing of all grants in the tenant as well as the grant manager assignments, hierarchy structure and related worktags established for those grants.
Data Audit - Revenue Categories	Financial Accounting	Listing of all the revenue categories in the tenant as well the hierarchy structure.
Data Audit - Spend Categories	Financial Accounting	Listing of all the spend categories in the tenant as well as their usages and hierarchy structure.
Find Projects	Projects	A custom copy of the Find Projects report that has additional data about the projects.
Find Journal Lines with Worktag Details	Financial Accounting	A copy of the delivered Find Journal Lines report with the worktags broken out into their own columns for easier viewing and reporting.
View Plan Lines	Budget	Report showing all budget lines entered with details about the plan, entry type, status and all worktag detail.
Balance Sheet by Fund	Financial Accounting	Custom balance sheet report displaying ledger account balances by fund.
Income Statement by Fund	Financial Accounting	Custom income statement displaying revenue and spend amounts by fund for the report period, current YTD, and prior YTD.
Financial Budget vs Actuals by Fund	Budget/Financial Accounting	This report is designed to show the overall financial budgets by fund and is intended to be used by the central Budget staff for an overall picture to determine where they need to pay attention or drill into the details using other reports.
Budget vs Actuals by Cost Center	Budget/Financial Accounting	This report is designed to show the overall budget of a fund by cost centers and is intended to be used primarily by the central Budget staff to look at the top cost center hierarchy and get an overall picture to determine where they need to pay attention or drill into the details using other reports.

Report Name	Area	Description
Budget vs Actuals for Cost Center	Budget/Financial Accounting	This report is designed to show the detailed budget vs actuals for one cost center or a cost center hierarchy. If the user is looking for the details for just one cost center, he/she can choose to repeat the columns by either Fund or Program and can then use the other parameters to limit the view further as appropriate. If the user would like to see the data for a cost center hierarchy, he/she can choose to repeat by Cost Center and can then use the other parameters to limit the view to particular funds, programs or other worktags as appropriate.
Budget vs Actuals for Program	Budget/Financial Accounting	This report is designed to show the detailed budget vs actuals for one program or a program hierarchy. If the user is looking at the details for one program, he/she can choose to repeat the columns by either Fund or Cost Center and can then use the other parameters to limit the view further as appropriate. If the user would like to see the data for a program hierarchy, he/she can choose to repeat by Program and can then use the other parameters to limit the view to particular funds or cost centers as appropriate.
Budget vs Actuals by Project	Projects/Budget/Financial Accounting	This report is designed to show a life to date overview of the budget and actuals for all projects within a hierarchy and is used primarily by users who are managing multiple projects within a project hierarchy or by the central Budget/Finance team to get an overview of all projects. From here, users can determine where they need to pay attention or drill into the details using other reports.
Budget vs Actuals for Project	Projects/Budget/Financial Accounting	This report is designed to show the detailed life to date budget vs actuals for one project at a time.
Budget vs Actuals by Award	Grants/Budget/Financial Accounting	This report is designed to show a life to date overview of award budgets and is used primarily by the central Budget and Finance staff to look at the top grant hierarchy and get an overall picture of the award budgets. From here, users can determine where they need to pay attention or drill into the details using other reports.
Budget vs Actuals by Grant	Grants/Budget/Financial Accounting	This report is designed to show the detailed life to date budget vs actuals for one grant.

Report Name	Area	Description
Find Assets	Assets	Custom copy of the delivered Find Assets report that adds in relevant fields and reorders columns to be more practical.
Time Off Liability with Worktags	Financial Accounting	Custom version of the Time Off Liability report that includes worktag detail for cost center, fund, etc.
Payroll Accounting Details	Financial Accounting	A report that returns payroll GL entries by worker with worktag details.
Project Remaining Budget for Rollover	Budget	Report for budget team to use when evaluating project budgets at the end of a fiscal year and determining the amount of budget to be rolled to the next fiscal year.
Trial Balance with Worktags	Financial Accounting	Custom trial balance report used for exporting trial balance data to auditors or other programs.
Cash Balance by Fund	Financial Accounting	A report detailing Client's reportable cash balance by fund.
Payroll Deductions	Financial Accounting	A report detailing the payroll liability amounts withheld from each payroll.
Depreciation Expense by Function	Assets/Financial Accounting	Depreciation expense detailed by function for annual reporting purposes.
Statement of Net Position	Financial Accounting	Government-wide statement for annual financial report.
Statement of Activities	Financial Accounting	Government-wide statement for annual financial report.
Schedule of Expenditures of Federal Awards	Grants/Financial Accounting	Designed to report award expenditures for annual financials.
Up to three (3) formatted fund financial statements for annual report	Financial Accounting	Fund financial statements for annual financial report.

Appendix C – Sample Change Order Form

Project Change Order

This Change Order form is used for requesting, documenting and approving changes to the Workday deployment or other applicable service offering, including, but not limited to, changes to the project's Scope, changes for a major configuration element, stage date changes, integration specifications changes, addition of resources or any other Deliverable change from the originally planned Workday deployment or applicable service offering, integration specifications changes, addition of resources or any other Deliverable change from the originally planned Workday deployment or applicable service offering. The sample change order form is subject to change.

Summary

Client:	XYZ Client
SOW/Project Name:	Project ID # / Project Name as it exists in Workday
Change Order #:	CO01 (adjust as appropriate)
Project Manager (Client):	Project Manager Name, XYZ Client
Project Sponsor (Client):	Project Sponsor Name, Title
Engagement Manager (CSLLC):	Engagement Manager Name, Collaborative Solutions, LLC ("CSLLC")
Acceptance Due Date:	The date by which Client will need this approved in order to avoid negative Project Schedule impact.
Change Type:	Type of change. For example: *integration change, request for additional functionality, change in SOW estimate based on design sessions, etc. (usually more applicable to Phase One (1) or Phase Two (2) projects.)* Select one (1): Term Extension (zero (0) budget add) Term Extension (additional hours added) Change in Scope (additional hours added) Change in Scope (no addition hours added) Other (detail in request description)
Impact Assessed by:	List those assessing the impact. Normally the CSLLC EM, Functional or Integrations Consultant, and possibly someone on the Client side.
Priority:	High, medium, or low based on need for the change.
Billing:	Select one (1): Bill under current project Bill separately under current project Bill separately under new project
Contract Line Type:	Describe the billing basis. For example: *Time & Materials, Fixed Fee Installment/Milestone, Prepaid, Subscription.* For "Bill under current project," the billing basis of this Change Order MUST match the applicable SOW's billing basis.
Is new PO# required?	Select one (1):

New PO# (insert PO#)
PO# to be created after receiving countersigned documents
No new PO# needed

Request Description

<<Describe the change and why it is needed. It is important to describe why this was not estimated correctly in the SOW or where the change occurred. For example:

Adding a new integration for Aetna, COBRA, Qualifying Event. Original integration listed on the SOW addressed only Aetna PPO/HMO, did not specify COBRA. Additional forty (40) hours added to cover COBRA QE.>>

If this CO is for an extension, please include the number of hours and budget remaining on current project.

Business Purpose / Reason for Change

<<Describe the purpose/reason for change and be sure to explain the impact to NOT doing the change. For example:

Client offers COBRA coverage for any employees eligible for a COBRA Qualifying Event; this was not included in the original SOW estimate. If Client does not approve this change Client will not be able to provide COBRA coverage.>>

Impact Assessment

Project Activities Affected:	Describe the additional work that needs to be done. For example: *Create one (1) additional integration or three (3) new performance templates need to be configured, etc.*
Deliverables Affected:	Describe Deliverables affected. For example: *One (1) additional interface file to be delivered to Aetna will be produced.*
Project Schedule Impact:	Describe schedule impact, if any. For example: *Architect & Configure stage will be extended by one (1) week to complete all integrations.* Include the original end date and new end date, if extending the term of the SOW.
Pricing Modifications	Modifications to the Pricing are as follows:

Role	Rate	Hours	Cost
Executive			
Strategy Manager			
Senior Functional Architect (Consulting Director)			
Engagement Director (Portfolio Director)			
Engagement Manager			
Functional Architect			
Senior Principal Consultant			

Principal Consultant			
Consultant			
Analyst			
Total		<<total>>	

Payment Terms – If Client is adding hours

- Time & Materials SOW: This Change Order will be billed monthly on a Time and Materials ("T&M") Basis   based on actual usage at the rates set forth in the SOW and as identified in the Pricing Modifications above.
- Prepay SOW: This Change Order will be invoiced upon execution by both Parties at the rates set forth in the SOW and as identified in the Pricing Modifications above.

Assumptions

- Describe any new Assumptions different from the SOW. For Example:
- *Client will provide the requirements for the new integration.*
- If not different from the SOW, add "All Assumptions from the SOW dated XX December XXXX apply to this Change Order", otherwise, if there are new Assumptions different from the SOW, list them here.

Authorization

_____   _____
Client Authorization Signature   Collaborative Solutions, ~~Authorization Signature~~

_____   _____
Name   Name

_____   _____
Job Title   Job Title

_____   _____
Date   Date

SAMPLE – Do Not Sign

Appendix D – Detailed Functionality and Data Conversion Scope

As the team and the project continues to progress into all stages of the project, there will be a review of the overall Scope and may re-align as the team come out of discovery and again after alignment sessions.

Workday foundational elements such as dashboards, reporting, analytics, business process framework and employee self-service are built into every Workday module.

During Client deployment, the following elements will be in Scope for Client's Workday Launch package.

The Scope set out below describes the implementation of the Workday functional elements and/or modules (the "Product") in terms of organization, functionality, data conversion, integrations, reports, change management, and training which will be a part of the project.

FOUNDATION

Product	Description	Scope
Foundation	Foundation Features	Payment Elections & Associated Rules
		Pre-Packaged Business Processes
		Workday Assistant (With ISA Opt In). Excludes customer security groups.
		Standard Notification Templates
		Delivered notifications
	Organizations	Organizational Management
		Staffing Management
		Up To fifteen (15) Legal Entities (Companies and Company Hierarchies)
		Up to three hundred (300) Supervisory Organization and Hierarchy
		Up to three hundred (300) Cost Centers and Cost Center Hierarchy
		Up to four (4) Custom Organization Types and Hierarchy
		Locations and Location Hierarchy
		Region and Region Hierarchy
		Pay Groups
	Security	Multi-Factor Authentication
		Delivered User and Role Based Security Groups
	Setup	English Language Support
		Global Address Localization
		Mobile
		Currency

Product	Description	Scope
		Duplicate Management
	Worker Data	Contingent Worker Types
		Personal Information
		Contact Information
		Position and Job Profile Assignment
		Employee Types
	Reporting	Standard Dashboards & Analytics
		Five hundred+ (500+) Delivered Reports

HCM

Product	Description	Scope
HCM	Compensation	Basic Compensation Management
		Grade and up to one hundred (100) Grade Profiles
		Single Compensation Package
		Salary Plan
		Hourly Plan
		Up to fifteen (15) Allowance Plans - excluding Reimbursable Allowance Plans
		Up to fifteen (15) One Time Payment Plans
		Delivered Compensation Basis
	Jobs and Positions	Job Catalog (Job Family Groups, Job Families, Job Profiles)

Product	Description	Scope
		Position Management Staffing Model
		Management Types & Management Level Hierarchy
	Onboarding	Up to twenty (20) static documents for Onboarding Review
		Up to twenty (20) Custom Onboarding Templates
		Up to one (1) Announcements for onboarding
		I-9 Functionality
	Organization	Organizations (Supervisory, Cost Center, Company, Region, Location, Custom) and Associated Hierarchies
		Up to one (1) Exit Survey questionnaire with up to twenty (20) questions, routed to existing security group. Excludes custom reporting of responses
	Security Groups	Up to three (3) Custom Security Groups
	Setup	Event Categories and Reasons
		Multiple Jobs
		Employee and Manager Self-Service
		Worker Types
		Tenant Branding
		Skills Cloud (With ISA Opt In)
		Union Tracking (Worker Data Only)
		Delivered Probation Periods
		Contingent Worker Types
		US Operations Only
	Worker Data	Personal Data, Contact Information, ID Information
		Emergency Contact Information

Product	Description	Scope
		Employee Photos
		Delivered Service Dates
		Shifts
	Reporting	Review Delivered Reports
		Enable Delivered Dashboards (Workforce Composition, Report Auditor)
	Modifiable Business Processes	Hire Employee
		Create Position
		Request One Time Payment
		Contract Contingent Worker
		Onboarding (New Hires)
		Termination
		Change Job
		Request Compensation Change
		End Contingent Worker Contract
		Onboarding Setup
		Edit Position Restrictions
		Add Additional Job
		End Additional Job
		Edit Position
	Data Conversion	Up to three thousand five hundred (3,500) Active FSE Employees or Contingent Workers Including Current Personal Data, Current Contact Data, and Current Job Record

Product	Description	Scope
		Terminated employees who received payment in the current year or prior year, and contingent workers with contracts ended in the current year or prior year (Using Worker Object)
		Up to seven thousand (7,000) Additional Terminated Workers (Using Former Worker Object)
		Attachment of Third Party Documents Up to seventeen hundred (1,700)
		Compensation – Current Compensation Data and Compensation effective as of Benefits effective date
		Unlimited Job and Compensation History (Using "Previous System History")
		Transactional History excluded

BENEFITS

Product	Description	Scope
Benefits	Setup	Benefits configured for up to one (1) country
		Plan Year Definition; one (1) for Program Year, one (1) for Ongoing
		Up to five (5) Benefit Groups
		Benefit Defaults
	Plans	Administer Benefits for most commonly offered plan types, including Health Care (Medical, Dental, Vision), Insurance (Life, Disability), Spending Accounts (Dependent, Health Care), Health Savings Accounts, Retirement Savings, and Additional Benefits Plans (Pet Insurance, Gym Membership, EAP, Critical Illness, and Long Term Care)
		Up to thirty (30) Benefit Plans (including Eligibility Rules, Coverage Tiers, Rates, and other components)
		Individual Rates

Product	Description	Scope
		Benefit Annual Rates
		Up to three (3) Plan Year Definitions (current year, subsequent year, ongoing plans)
		Healthcare Election Guidance - Configure expanded plan details for up to five (5) Healthcare Plans
	Enrollment	Cross Plan Enrollment Rules
		Enrollment Event Types (including Eligibility Changes, Life Events, and Reinstatement Events)
		Up to one (1) Enrollment Event Rule
		Passive Event Rules
		Up to two (2) Open Enrollment
	Evidence of Insurability	Manage Evidence of Insurability
	Affordable Care Act	Core ACA Functionality: ACA Measurement Periods and Eligibility, Setup for 1094-C and 1095-C Reports
	COBRA	Manage COBRA Eligibility Designations for Participants Who Lose Coverage
	Modifiable Business Processes	Change Benefits for Life Events
		Change Benefits
		Dependent Event
		Add Retiree Status
		Change Beneficiary
		Change Retirement Savings
		Remove Retiree Status
		Passive Event
	Data Conversion	Current Benefit Elections
		Medical History for Current Year for ACA Reporting

Product	Description	Scope
	Retiree Benefits	Up to ten (10) Retiree benefit group utilizing a shared plan (does not include Medicare or a surviving spouse plan)
		Up to one (1) Retiree Organization
	Data Conversion	ACA Worker Hours and Wages
		Dependents & Beneficiaries
		Benefit Annual Rates
		Worker Wellness and Tobacco Usage
		Current Compensation Data and Compensation effective as of Benefits effective date

RECRUITING

Product	Description	Scope
Recruiting	Setup and Features	Internal Application
		Auto Disposition Candidate's Other Job Applications
		Auto Unpost Jobs
		Task Consolidation for Review Offer
		Job Requisition Management
		One Time Payment for Offers
		Simple Referral (does not include payout process)
		Up to three (3) Job Application templates
		Up to three (3) Job Posting templates
		Evergreen Requisition Management
		Candidate Screening
		Candidate Review

Product	Description	Scope
	Career Site Configuration	Candidate Home
		Up to one (1) Internal & one (1) External Career Sites
		Up to one (1) Internal Career Site for Contingent Workers
		External Candidate Job Alerts
		External Career Site Privacy Policy
		Configurable Candidate Consent
		Prospect Introduce Yourself on External Career Site
	Configurable Content	Up to one (1) Workday Documents templates to capture Internal/External dynamic offer letter variations including: - Simple letter header including company logo and footer (note this will appear on all pages of the offer letter). Includes up to ten (10) conditional paragraphs (may include introduction, offer details (full-time, part-time, location, manager, job details), basic compensation language (hourly, salary, bonus, allowances, one-time payments), conclusion). Includes up to two (2) static document attachments for candidate offer review
		Up to two (2) Internal and Up to two (2) External Application Questionnaires
	Integrations	Guidance of Apply with LinkedIn
		Guidance for Workday Outlook or Google Calendar Interview Scheduling integration
	Security	Primary Recruiter Security
		Prospect Management
		Candidate Pool functionality
	Setup	Assessments (no associated integration)
		Background Check
		Interview Management (no associated integration)
		Interview Ratings

Product	Description	Scope
		Candidate Endorsement
		Configurable Section Headers and Instructional Text on Job Application Templates
		Duplicate Management
		Parallel Stages
		Job Requisition Categories and Reason
		Delivered User and Role Based Security Groups
		Autocomplete on Staffing business processes
	Reporting	Delivered Recruiting Standard Reports
		Candidate Grid
		Job Requisition Workspace
	Modifiable Business Processes	Job Application (Up to one (1) Dynamic Workflow to include nested subprocesses)
		Offer
		Job Requisition
	Data Conversion	Up to one hundred (100) Open Job Requisitions and Corresponding Open Positions
		Up to one hundred (100) Open Positions Not Associated With Job Requisitions
		Up to one hundred (100) Candidate Conversion (both active and historical)
		Up to one hundred (100) Prospect Conversion

TALENT OPTIMIZATION

Product	Description	Scope
Talent Optimization	Performance	Development Items
		Goals
		Up to thirty (30) Competencies
		Check-Ins
		Up to three (3) Performance Review Templates
		Anytime Feedback
	Succession	Succession
		Assess Potential
		Assess My Team's Potential
		Up to fifty (50) Positions for Succession: includes Readiness setup
	Talent Core	Career Interests
		Job Interests
		Relocation Preferences
		Travel Preferences
		Career Profile
		Talent Profile/Skills
		Mentors and Connections
	Calibration	Calibration is Specifically Excluded
	Modifiable Business Processes	Start Performance Review
		Complete Self Evaluation for Performance Review
		Complete Manager Evaluation for Performance Review
		Give Feedback
		Assess Potential

		Manage Mentorship
		Manage Succession Plan
		Manage Competencies
		Manage Interests
	Data Conversion	No Goal History
		No Transactional History
		No Prior Performance Reviews

ABSENCE

Product	Description	Scope
Absence	Holiday Calendars	Up to ten (10) Holiday Calendars
		Up to ten (10) Holiday Calendar Rules
	Leave of Absence Types	Up to ten (10) Leave Types with up to five (5) with Leave Entitlements limited to Primary Position
	Time Off Plans	Up to ten (10) Accruing Time Off Plans On Primary Position Up to six (6) Non-Accruing Time Off Plans On Primary Position
	Third Party Calendar	Absence Third Party Calendar (Microsoft Outlook or Google Calendar) - Functional Configuration Only
	Modifiable BPs	Correct Time Off
		Request Leave of Absence
		Request Return Leave of Absence
		Request Time Off
	Data Conversion	Time off Balance Conversion Included

Product	Description	Scope
		Active Leaves for the Previous twelve (12) Months (balance as of go-live date, not daily conversion)
		Time Off Event Conversions Excluded

TIME TRACKING

Product	Description	Scope
Time Tracking	Alerts and Validations	Up to three (3) Alerts
		Up to five (5) Time Entry Validations
	Project Tracking	Project Worktag
	Schedules and Calendars	Up to three (3) Period Schedules (a.k.a. Pay Schedule)
		Up to twenty (20) Work Schedule Calendars
	Security	Up to two (2) Security Groups to Support Employee Self Service and Manager Self Service
		Up to two (2) security groups to support security requirements related to Web Clocks
	Time Calculations	Up to thirty (30) Time Calculations
		Up to ten (10) Time Calculation Groups
		Up to five (5) Worktags
	Time Entry	Up to six (6) Time Entry Templates
		Up to twenty (20) Time Entry Codes
		Up to ten (10) Time Code Groups
	Reporting	Time and Absence Dashboard
		Review Time Task
		Assign Work Schedule

Product	Description	Scope
	Modifiable Business Processes	Enter Time
		Reported Time Batch Event
	Data Conversion	Excluded from the Scope for go-live

PAYROLL (UNITED STATES)

Product	Description	Scope
Payroll (United States)	Banking	Payment Election Rules
		Up to two (2) Bank Accounts with up to two (2) Routing Rules, Delivered Check Layout
		Financial Institutions
	Checks and Payslips	Delivered Check and Payslip Layouts
	Costing Allocations	Up to eighty (80) worker costing allocations including: Configuration & Conversion of employee costing allocations across multiple accounting dimensions Testing/Validation of allocations from BP approval through Payroll to the General Ledger
	General Ledger	Fiscal Posting Intervals, Schedules, Summary Schedules, Fiscal Years
		Journal Sources, Ledger, Ledger Types, Account Sets, Account Posting Rules
	Pay Components	Up to one hundred and fifty (150) Pay Components (Earnings and Deductions)
		Net Pay Validation and Arrears
		Pay Accumulations, Pay Balances, Pay Component Groups, Tax Authority
	Payroll Processing	Up to three (3) Pay Groups

Product	Description	Scope
		Commitment Accounting to allow for the tracking and control of payroll costs associated with filled and unfilled positions.
		Up to one (1) Run Category
		Off-Cycle Payments
		Retro Processing
		Audit Report Configuration
		Payroll Involuntary Withholding Orders and Deduction Recipients Processing
	Period Schedules	Up to three (3) Period Schedules for Payroll
		Generate Period Schedule Periods
		FLSA Work Period Calendar Rules
	Tax Reporting	Up to three (3) Companies for Payroll
		Company Federal, State and Local Payroll Tax Reporting (not to exceed four (4) states))
		Workday Delivered W-2 Configuration
		Payroll Tax Filing Configuration (Workday Delivered Payroll Tax Period Reporting)
	Modifiable Business Processes	Settlement Run Event
		Assign Pay Group
		Payment Release Event
	Data Conversion	Payroll Balances for Current Year
		Worker Tax Elections
		Withholding Orders Excluded (Manual Data Entry Required)
		Worker Payment Elections

Product	Description	Scope
		Current Costing Allocations
		Worker Tax Treaties

LEARNING

Product	Description	Scope
Learning	Security Groups	Up to four (4) security groups excluding topic and course segmented security groups.
		Up to ten (10) segments with ten (10) supporting security groups.
	Setup	Learning Configuration on Edit Tenant Setup tasks
		Configure Learning Dashboards (Learning, Learning Administrator, My Team's Management, My Library, Learning Trainer, Home)
		Up to ten (10) Topics
		Up to one (1) custom slider and one (1) associated custom search).
		Up to fifty (50) Learning Instructors
		Up to fifty (50) Learning Assessors
		Up to eight (8) Campaign Audiences
		Up to eight (8) Campaigns
		Workday Outlook Integration for Instructor Led Content
		Up to eight (8) Custom Notifications
		Up to five (5) Equivalencies
		Up to one (1) Learning Certification. Client to configure additional
		Up to five (5) Prerequisites

Product	Description	Scope
		Up to five (5) Reason Codes for Drop Enrollments, Cancel Learning Enrollments, Cancel Course Offerings
		Up to five (5) Validation Rules
	Reporting	Delivered Reports and five additional delivered custom reports (Learning Video Interactions, Learning Upcoming Course Offerings, Learning Survey Responses, Learning Duration, Learning Completion and Required Learning)
	Modifiable Business Processes	Manage Lesson
		Manage Course
		Manage Course Offering
		Enroll in Content
		Drop Learning Enrollment
		Manage Program
		Manage Equivalency Rule
	Data Conversion	Up to forty (40) Instructor Assignments
		Up to twenty (20) standalone lessons
		Courses: Up to forty (40) active Digital and/or Blended courses with up to five (5) lessons each
		Course Offerings: Up to twenty (20) with up to five (5) components each (referencing existing or in Scope blended courses)
		Programs: Up to five (5) programs with up to five (5) components each (referencing existing or in Scope lessons or courses)
		Campaigns: Up to ten (10) campaigns with up to five (5) components each (referencing existing or in Scope lessons, courses, or programs) and up to two (2) reminders each
		Up to one year (1) Historical Records
		Up to one year (1) Historical Courses
		External Instructors & Learners

ADVANCED COMPENSATION

PLAN SETUP AND COMPENSATION PROCESSING

Product	Description	Scope
Advanced Compensation	Advanced Compensation Plans	Up to five (5) Bonus Plans
		Up to two (2) Merit Plans
		Lump Sum One-Time Payment Plan
	Compensation Performance Factor	Compensation Matrices
		Compensation Scorecards with Multiple Organizational Profiles
	Compensation Review Processing	Time Proration Rules
		Rounding Rules
		Waiting Period Rules
		Up to three (3) Consolidated or Standalone Review Processes
		Processing by Supervisory, Location and Cost Center Hierarchies (dependent on HCM configuration)
		Up to four (4) Modifiable Preconfigured Grids
		Custom Validation Rules
		Parallel Staffing Event Rules
	Security	Up to one (1) Custom Security Group (i.e. Compensation Planner)
	Reporting	Delivered Reports and Dashboard
		Delivered Compensation Review Statement
	Modifiable Business Processes	Initiate Compensation Review Process
		Request Bonus Payment (load only)
	Merit, Bonus, and Stock Plan Assignments	Merit and Bonus Plan Assignments

WORKDAY HELP

Product	Description	Scope
Workday Help	Help Setup	Up to ten (10) Case Types deployed to all populations that will use the Help case management functionality.
		Up to two (2) questionnaires in total with maximum of three (3) questions per questionnaire & no branching questions - Same questionnaire can be used on multiple case types
	Service Teams	Case Solver and Confidential Case Solver role assignments
		Up to five (5) Service Teams with SLAs defined per Service Team
	Knowledge Base	Support Client owned Knowledge Base Article creation
		Up to twenty (20) knowledge management categories
		Up to three (3) article audience rules
		Up to five (5) knowledge management audiences
	Reporting	Delivered reports to display on the delivered Help Dashboard
	Modifiable BPs	One (1) feedback questionnaire used for all in-Scope populations on the Resolve Case business process - No extra to-dos, steps, notifications
	Data Conversion	No Migration of Historical Cases or Knowledge Management

FINANCIALS

ACCOUNTING

Product	Description	Scope
Accounting	Allocations	Up to ten (10) Allocation Definitions

Product	Description	Scope
	Book Codes and Books	Multi-Book Accounting (GAAP and non-GAAP)
	Consolidations and Intercompany	Consolidation
		Intercompany Process
	Financial Accounting Structure	Core Financial System of Record
		Ledger to Track Actuals Only
		Balancing by Company/Legal Entity plus balancing worktag
		Single Primary Chart of Accounts for All Companies
		Single Primary Fiscal Schedule For All Companies
		US only
	Journals	Journal Processing
		Import Journals via Spreadsheet
		Accounting Adjustment
		Up to ten (10) Custom Validations
		Automated Transaction Matching (Foundation Delivered Journal Line Matching Rules only)
		Journal Sequencing (to support unique journal numbering
	Statistics	Up to ten (10) Statistics definitions
	Commitment Accounting	Commitment/Obligation ledgers for Financials
	Reporting	CAFR and Trial Balance report development, unit testing, and troubleshooting activities during the Configure & Prototype and Test phases. Work will be completed offsite
	Modifiable Business Processes	Accounting Journal Event
		Accounting Adjustment Event

Product	Description	Scope
		Accounting Journal Unpost Event
	Data Conversion	Single Summarized Journal for Each Company Per Period With a Maximum of One Fiscal Year Plus Current YTD - Prior Year Ending Balance
		Company Base Currency Only
		Transactional Journals Not Converted

BANKING & SETTLEMENTS

Product	Description	Scope
Banking & Settlements	Bank Reconciliation	Bank Reconciliation (automated and manual)
		Foundation Delivered Bank Reconciliation Matching Rules and First Notice Rules only (Parsing Rules Excluded)
	Banking Setup	Bank Account Management
		Financial Institutions
		Up to ten (10) Bank Accounts (Merchant Accounts out of Scope)
		Operational Transactions - United States Only
	Settlement	Settlement
		Ad Hoc Payment
		Bank Routing Rule
		Bank Account Transfer / Bank Account Transfer for Settlement
		Ad Hoc Bank Transaction
		Payment Acknowledgments (if bank supports)
		Miscellaneous Payment Request

Product	Description	Scope
		Positive Pay
		Preprinted or Blank check stock (printer not provided)
	Modifiable Business Processes	Settlement Event
		Bank Account Transfer for Settlement
		Bank Account Event
		Ad Hoc Payment Event
		Miscellaneous Payment Request Event
		Ad Hoc Bank Transaction
	Data Conversion	Beginning Balance
		Unreconciled Open items

BUDGETS

Product	Description	Scope
Budgets	Loading Plans	Import Budget via Spreadsheet only
		Up to ten (10) Custom Validations
		Position Budgeting (from Sherpa) (Position budgets provide your organization capabilities to establish position budgets, which you can use for budget checking when implementing position control. You track position budgets at the position level for the fiscal year. The fiscal year budget is adjusted throughout the year to reflect changes such as compensation and staffing modifications.)
	Plan Setup	Financial Budget
		Plan Worktags

		Plan Structures
		Budget Hierarchy
	Plan Templates	Plan Templates
	Reporting	Budgetary Balance Report
	Modifiable Business Processes	Plan Event
		Budget Amendment Event
	Data Conversion	Current Year Budget Data

BUSINESS ASSETS

Product	Description	Scope
Business Assets	Asset Accounting	Asset Accounting
		Asset Sharing
		Asset Depreciation for GAAP book only'
		Asset Book Rules
		Asset Adjustments
		Non WIP Related Assets Only
		Multi Book Asset Accounting with up to two (2) company Asset Books
	Asset Maintenance	Asset Reclassification
	Asset Tracking	Asset Custodianship
		Pooled Assets
		Asset Transfer

Product	Description	Scope
	Modifiable Business Processes	Asset Registration
	Data Conversion	Active Capitalized Assets (Reconciled to Balance Sheet)
		Tracked Expensed Assets

CUSTOMER ACCOUNTS

Product	Description	Scope
Customer Accounts		
	Customer Collections	Customer Invoice Maintenance
		Customer Statement (Delivered Template, not custom)
		Receivable Write Off
		Receivable Aging
		Collections and Dispute Activities
		No Customer Portal
		Interest and Late Fees
	Customer Invoices	Customer Invoice (Delivered Template, not custom)
		Intercompany Invoice
		Direct Intercompany Invoice
		Up to ten (10) Custom Validations
		Dunning Letters (Delivered Template, not custom)
	Customer Payments	Customer Payment Processing
		Delivered Auto-Apply Payment Rules Only

Product	Description	Scope
		Customer Deposit
	Customer Refunds	Customer Refund
	Deferred Revenue	Revenue Recognition Schedule Templates
		Deferred Revenue Recognition
	Transaction Tax	Manual selection on transactions for configured Tax Authorities, Rates, Codes and Applicability for In Scope Countries only. Tax Defaulting logic is not included.
	Modifiable Business Processes	Bad Debt Write off Event
		Customer Event
		Customer Invoice Event
		Customer Refund Event
	Data Conversion	Open Account Receivables Items in Transaction Currency
		Customers With Activity Within 12 Months Prior to Go Live

SUPPLIER ACCOUNTS

Product	Description	Scope
Supplier Accounts	1099 Reporting	1099 Adjustment
		1099 Suppliers
	Supplier Contracts	Supplier Contracts (Scheduled or Manual Invoice Contract Types Only) Leased Supplier Contracts not included
	Supplier Invoices	Supplier Invoice
		Recurring Supplier Invoice
		Supplier Invoice Attributes

Product	Description	Scope
		Supplier Invoice Retention
		Prepaid Spend Amortization
		Direct Intercompany Supplier Invoice
		Up to ten (10) Custom Validations
		Remittance Advice (Standard Format CSV File)
		Supplier Invoice Matching against Contract
	Suppliers	Purge Supplier Information
		Supplier Connections
		Supplier Request
		Supplier Portal
	Modifiable Business Processes	Supplier Invoice
		Supplier Change Event
		Recurring Supplier Invoice
		Supplier Event
		Supplier Request Event
	Data Conversion	Up to one hundred (100) Open Accounts Payable Items in Transaction Currency
		Current year to date 1099 balance
		Up to one thousand (1,000) Suppliers and Supplier Connections for those suppliers with Open Payable Items as well as suppliers with activity within 6 months prior to go live.

CUSTOMER CONTRACTS

Product	Description	Scope
Customer Contracts	Contract Schedules & Templates	Contract Billing (Not Project related)
		Billing and Revenue Schedule Templates
		Revenue Recognition (Not Project related)
		Revenue Recognition Schedule Templates
	Customer Contracts	Primary Customer Contract Setup Only (no alternate contracts)
	Transaction Tax	Manual selection on transactions for tax configuration. Tax Defaulting logic is not included.
	Modifiable Business Processes	Customer Contract Event
		Customer Contract Amendment Event
	Data Conversion	The Remaining Balance of up to two hundred and fifty (250) Active Customer Contracts and Open Fixed Fee Customer Contract Line Types in Base Currency of the Company Will be Converted.

EXPENSES

Product	Description	Scope
Expenses	Expense Credit Cards	Spend Authorization
		Single Tax Code Defaulted for Expenses
		Corporate Liability card excluded from Scope
	Expense Rate Tables	Mileage Rates
		Up to five (5) Expense Items With Rate Tables Included; third-party integration not included)
		Simple Per Diem (non-Travel Journal)
	Expense Reports	Processing of Expenses Reports for Workers and Pre-Hires (no Spend Authorizations)

Product	Description	Scope
		Create' Delegation for "Chief Level" Executives Only
		Up to ten (10) Custom Validations
		Up to twenty (20) Expense Item Attributes
		Expense Report Instructions
		Travel Profile
		Mobile Enablement
		Note: If Credit Card Integration(s) is included In Scope, it will be for Expenses related to Worker T&E Expenses Only
		Expense Report Payment
	Modifiable Business Processes	Expense Report Event
		Spend Authorization
	Data Conversion	Worker Payment Elections for Expense Payments

INVENTORY

Product	Description	Scope
Inventory	Inventory	Inventory for internal consumption only, not for retail or resale
		Perpetual average cost valuation method
		Inventory fulfillment
		Sourcing requisitions from inventory
		Directed Picking

Product	Description	Scope
		Inventory replenishment
		Put-Away rules
		Accounting for inventory transactions
	Inventory Counting	Ad-hoc and Cycle inventory counts (ABC classification or random method), and physical inventory counts
	Inventory Setup	Up to two (2) inventory sites and up to one thousand five hundred (1,500) stocking locations
		Up to one thousand five hundred (1,500) purchase items, stock, and non-stock, including item identifiers, stocking units of measure, and unit of measure conversion factors
		Inventory adjustment reasons, ad hoc adjustment reasons
	Reporting	Inventory Operations Dashboard, Supply Chain Worker Activity, and the delivered supporting reports.
	Modifiable Business Processes	Quick Issue
		Inventory Stock Request Event
		Inventory Pick List Event
	Data Conversion	Data conversion of inventory balances

PROCUREMENT

Product	Description	Scope
Procurement	Procurement Setup	Punchout Configuration (Workday Delivered)
	Purchase Orders	Change Order
		Purchase Order (Delivered Template, not custom)
	Receipts	Receipt Accruals

Product	Description	Scope
		Receipt
	Requisitions	Requisition
		Sourcing
	Supplier Contracts	Supplier Contract (Excludes Lease Supplier Contracts)
	Suppliers	Supplier Invoice Matching (Delivered Matching Rules)
		Return to Supplier
		Matching Override
		Supplier Retention
		Supplier Portal
	Reporting	Supplier Performance Dashboard, Buyer Dashboard, Supply Chain Worker Activity, and the delivered supporting reports.
	Modifiable Business Processes	Requisition Event
		Change Order Event
		Supplier Contract
		Purchase Order Event
		Supplier Accounts Match Event
		Supplier Contract Amendment
		Supplier Accounts Match Exception Override Event
		Receipt Event
	Data Conversion	Up to five hundred (500) Receipts for Open Approved Purchases Orders
		Up to five hundred (500) Open Approved Purchase Orders
		Up to five hundred (500) Open Supplier contracts

PROJECTS

Product	Description	Scope
Projects	Project Plans	Phases
		Project Plan Template
		Project plan structure and project budgets
		Standard Cost Rate Sheets by Job Profile
	Project Resources	Multi-funding sources for projects
		Workday Standard Project Reports
	Project Labor Costing	Up to fifty (50) Standard Cost Rate Rules
		Standard Cost Rate Sheets by Project Role
	Project Setup	Non-Capital, Non Billable Projects Only
		Opportunity Projects
		Up to ten (10) Custom Validations
		Tracking of Actual Costs Only
	Modifiable Business Processes	Create Project
		Request Worker
		Project Resource Plan Line
		Edit Project
	Data Conversion	CIP – Construction in Progress
		Active Projects
		Project Plans
		Resource Plans

GRANTS

Product	Description	Scope
Grants	Awards	Award Contracts and required attributes
		Award Schedules
		Catalog of Federal Domestic Assistance (CFDA)
		National Science Foundation codes used for Award reporting
		Special Condition Types
		Award Plan Structure and Award Budgets
		Award Spending Restrictions
	Facilities and Administration	Up to ten (10) F&A Rate agreements
		F&A Exceptions and Waivers
		Calculate F&A Costs
		F&A Revenue Allocation
	Grants Reporting	Award/Grant Reporting/Dashboards
	Sponsor Billing	Award Billing for Cost Reimbursable and Fixed Cost Awards
		Sponsors
	Sponsor Payment Processing and Application	Sponsor Payment Processing
		Letter of Credit Processing
	Modifiable Business Processes	Award Event
		Award Correction
		Award Amendment
		Award Spend Restrictions and Grant routing/approval for Sponsored Award processing on spend BPs
		Security Roles and Assignments for Award and Grant reporting and routing

Product	Description	Scope
	Data Conversion	Grants/Grant Hierarchies, Roles Assignments, Default Worktags
		Open Sponsor Invoice Balances
		Sponsors associated to Active Awards
		Subrecipients/Suppliers
		Award Contracts active at Go Live
		Award Life to Date Billed Balances via Award Historical Cumulative Lines for Active Awards at Go Live
		Award Life to Date Expenditure and/or Revenue Balances for Active Awards at Go Live
		Letter of Credits Active at Go Live
		Award Budgets for Active Awards at Go Live

PRISM

Product	Description	Scope
Prism	Use Case: **Operational Insights** • (Data on Client specific decision support such as Capacity Planning, spend, etc.)	# of Input Data Sources: • Two (2)
	High Level Transformations: • Yes, up to two (2) Source System Tables. • Use of Existing Security • All data sources require low transformation complexity/degree of mapping	Reporting Output/ # of Low, Medium, High Complexity Reports: • One (1) Discovery Board • One (1) Low Complexity Reports • One (1) Medium Complexity Reports • Two (2) Migrations

STRATEGIC SOURCING - EXPERT

Product	Description	Scope
Strategic Sourcing - Expert	**Core Strategic Sourcing Setup** • Configure global settings • Configuration of Single Sign-On access. Workday will be primarily responsible for configuration of Single Sign-On (SSO) access • Configuration of API Tokens for Supplier Connector. Only applies if Supplier Connector is in Scope	**Suppliers** • Configure custom field groups and custom fields required for the Supplier Profile • Provide Supplier import template. Supplier import is only in Scope if the Supplier Connector is out of Scope • Import up to (twenty five thousand) 25,000 Suppliers. Supplier import is only in Scope if the Supplier Connector is out of Scope
	Sourcing • Configure RFx Template(s), including the description, questionnaires & worksheets • Configure up to two (2) RFx templates	**Pipeline Projects** • Edit default fields and configure custom fields & custom field groups • Configure up to three (3) Pipeline Project Types • Customize Project layouts • Configure Financial Details settings • Provide Project import template • Data must be formatted per Workday's import template requirements & data validations • Import up to five thousand (5,000) Pipeline Projects. Workday will be primarily responsible for loading Pipeline Projects

Appendix E – Cognizant & Workday Definitions document

Cognizant_Workday
Definitions doc_v3.1.p

Appendix F – St Johns County, Cognizant & Workday RFP Requirements spreadsheet

Response –
Attachment 1 ERP Sys

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SIGNATURE DOCUMENT

Documents	Agreement Number
Universal Main Subscription Agreement (v24.3)	MSA #: 00453189.0
Subscription Order Form	Order Form #: 00451001.0
Training Order Form	Order Form #: 453363
Delivery Assurance	Order Form #: 453429

By executing this document ("**Signature Document**"), the undersigned agree they are duly authorized signatories and all documents listed in the above table are entered into between the parties, effective as of the later of the dates beneath the parties' signatures below ("**Effective Date**"). References to Signature Document and Effective Date in the Main Subscription Agreement mean those terms as defined in the preceding sentence.

St. Johns County, Florida 500 San Sebastian View St. Augustine, Florida 32084	Workday, Inc. 6110 Stoneridge Mall Road, Pleasanton, CA 94588
Signature	Signature
Name	Name
Title	Title
Date Signed	Date Signed

Note: Before reviewing the MSA terms, please review our FAQ at this link:
https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html

UNIVERSAL MAIN SUBSCRIPTION AGREEMENT

This Universal Main Subscription Agreement ("**MSA**") is between the **Workday** entity identified on the Signature Document or Order Form ("**Workday**") and the legal entity signing the Signature Document or Order Form referencing the Agreement ("**Customer**"). The parties agree as follows:

1. **Provision of Service.** Workday shall make the Service available to Customer for use by Customer, its Affiliates and Authorized Parties for whom Customer enables access solely for the internal business purposes of Customer and its Affiliates, subject to this Agreement.

1.1 **Invoices & Payment.** All fees will be electronically invoiced to the Customer identified on the Order Form. All fees will be due and payable within 30 days of the invoice date, except fees subject to a reasonable and good faith dispute. Workday shall email invoices to Customer within 2 business days of the date of the invoice. Customer shall provide Workday with complete and accurate billing contact information including a valid email address. Upon Workday's request, Customer shall make payments via electronic bank transfer. Except for a termination or refund in accordance with Section 7 (Indemnification) or Section 9.1 (Termination), all Order Forms are non-cancellable and all payments are non-refundable. Customer may not withhold, reduce, or set-off fees owed under this Agreement.

1.2 **Suspension for Non-Payment.** Except for fees subject to a reasonable and good faith dispute, if a payment is more than 90 days past due and Workday has provided at least 30 days' written notice to Customer, Workday may suspend the Service, without liability to Customer, until such amounts are paid in full.

1.3 **Taxes.** Fees invoiced pursuant to this Agreement do not include, and may not be reduced to account for, any taxes, which may include local, state, provincial, federal or foreign taxes, withholding taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes, excise, use, goods and services taxes, consumption taxes or similar taxes (collectively "**Taxes**"). Customer shall pay all Taxes imposed on the Service or any other services provided under this Agreement. If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount will be computed based on Customer's address listed in the Signature Document or Order Form for this Agreement which will be used as the ship-to address on the Order Form, and invoiced to and paid by Customer, unless Customer provides Workday with a valid tax exemption certificate authorized by the appropriate taxing authority to accounts.receivable@workday.com.

2. **Customer Obligations.** Customer shall have sole responsibility for (a) obtaining and verifying it has all authorizations, consents, and rights necessary to use the Service; (b) the accuracy, quality, and legality of all Customer Content, and shall take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify Workday promptly of any unauthorized access or use; (c) any Non-Workday Content it installs, uses, or enables; and (d) ensuring compliance with the Agreement and the AUP by its Affiliates and Authorized Parties, and any breach by its Affiliates or Authorized Parties will be deemed a breach by Customer. Customer shall not: (1) use the Service in violation of Laws or the Documentation; (2) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (3) knowingly send or store Malicious Code in connection with the Service; (4) knowingly interfere with or disrupt performance of the Service or the data contained therein; or (5) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. During the applicable subscription Term, Workday reserves the right to suspend Customer's access to an applicable Service in the event Workday reasonably determines such action is necessary to preserve the integrity and/or security of such Service or if Workday or its Subprocessors in good faith reasonably determines that Customer has violated the AUP; however, Workday will use commercially reasonable efforts under the circumstances to provide Customer with an opportunity to remedy such violation or threat prior to such suspension. Workday will use commercially reasonable efforts to minimize the length and scope of suspension in light of the circumstances.

3. **Proprietary Rights.**

(a) <u>Customer Ownership</u>. As between Workday and Customer, Customer owns all right, title and interest to its Customer Content. Workday shall have the right to only use Customer Content to provide the Service (including Improvements), subject to this Agreement.

(b) <u>Workday Ownership</u>. As between Customer, Workday, and Workday's licensors, Workday or its licensors own all right, title and interest to the Service (including any third-party content Workday makes available through the Service) and Documentation, including all related Intellectual Property Rights.

(c) <u>Customer Input</u>. Customer hereby grants Workday a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its services any Customer Input. Workday will have no obligation to make Customer Input an Improvement. Customer will have no obligation to provide Customer Input.

3.1 Restrictions. Customer shall not (a) modify, copy, or create derivative works based on the Service or Documentation; (b) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party other than to Authorized Parties as permitted herein; (c) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Workday in the provision of the Service and Documentation, except to the extent required by Law; (d) access the Service or Documentation in order to build any commercially available product or service; or (e) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation. Notwithstanding item (e), the Customer may make a reasonable number of copies of the Documentation for internal business purposes only.

4. Confidentiality. Each party (the "**Recipient**") shall use the same degree of care that it uses to protect its own confidential information of like kind (but in no event using less than a reasonable standard of care) not to disclose or use any Confidential Information of the other party (the "**Discloser**") except as reasonably necessary to perform the Recipient's obligations or to exercise the Recipient's rights under this Agreement or with the Discloser's prior written permission. For purposes of clarification, this Section 4 also applies to Confidential Information either party or its Affiliates shares with the other party or its Affiliates related to potential future subscription services. Either party may disclose Confidential Information on a need to know basis to its Affiliates, advisors, contractors and service providers, including third party submission tools or online portal providers required by the Recipient for internal business purposes ("**Representatives**"), who are bound by confidentiality obligations at least as restrictive as those in this section. The Recipient shall be responsible for any acts or omission of its Representatives with respect to protection of the Discloser's Confidential Information. The parties agree that the Recipient's or its Representatives' online portal terms conflicting with the terms of this Section 4 (a) shall not be binding on the Discloser submitting its Confidential Information to the Recipient through the Recipient's or its Representative's online portal, (b) this Section 4 applies to all such Confidential Information disclosed to the Recipient through such online portals; and (c) are superseded by this Agreement with respect to confidentiality obligations. To the extent required by Law, the Recipient's disclosure of the Discloser's Confidential Information will not be considered a breach of this Agreement if the Recipient promptly provides Discloser with prior notice of such disclosure (to the extent legally permitted) and reasonable assistance, at the Discloser's cost, if the Discloser wishes to contest the disclosure. The Discloser may seek injunctive relief to enjoin any breach or threatened breach of this section, it being acknowledged by the parties that other remedies may be inadequate.

5. Protection and Security of Customer Content and Privacy.

5.1 Security Program. Workday maintains a security program that conforms to the Workday Security Exhibit.

5.2 Third-Party Certifications and Audits. Workday maintains Audit Reports as set forth in the applicable Product Terms. Through Workday's customer self-service systems or upon Customer's written request, Workday shall make available to Customer Workday's then-current Audit Reports for the applicable Service application to enable Customer to verify Workday's compliance with its obligations under this Agreement. Audit Reports constitute Workday's Confidential Information and are subject to the confidentiality terms in this Agreement or separate confidentiality agreement terms (as applicable).

5.3 Privacy. Personal Data will only be processed in accordance with the Data Processing Exhibit.

5.4 Unauthorized Disclosure. If either party becomes aware of a Security Breach, that party must promptly notify the other party, unless legally prohibited from doing so, within 48 hours or any shorter period required by Law except that Customer is not required to notify Workday unless Customer reasonably determines there is a threat to the Service. Additionally, each party shall reasonably assist the other party in mitigating any potential damage. As soon as reasonably practicable after any Security Breach, Workday shall conduct a root cause analysis and, upon request, shall share the results of its analysis and its remediation plan with Customer. Unless prohibited by Law, each party shall provide the other party with reasonable notice of and the opportunity to review

and comment on the content of all public notices, filings, or press releases about a Security Breach that identify the other party by name prior to any such publication.

6. **Warranties.** Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws. Workday warrants that during the applicable subscription Order Form term: (a) the overall Service (1) will not be materially decreased; and (2) will perform materially in accordance with the feature descriptions in the Documentation; and (b) to the best of Workday's knowledge, the Service does not contain, and Workday will not knowingly introduce, any Malicious Code (collectively, the "**Service Warranty**"). Customer shall use commercially reasonable efforts to notify Workday in writing no later than 30 days after identifying a deficiency, but Customer's failure to notify Workday within that period will not affect Customer's right to receive warranty remedies unless Workday is impaired in its ability to correct the deficiency due to Customer's failure to notify. Notice of breaches of the warranty under item (2) must be made through Workday's then-current error reporting system; notices of breaches of any other warranty must be made in writing to Workday in accordance with the notice provisions of this MSA. The Customer's exclusive remedy and Workday's sole liability for breach of the Service Warranty are those described in Section 9.1 for the affected Service.

6.1 **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO THE CUSTOMER.

7. **Indemnification.**

7.1 **Workday Indemnity.** Workday shall defend Customer, at Workday's expense, against any third-party Claim brought against Customer alleging that the use of the Service as contemplated hereunder infringes that third party's Intellectual Property Rights and shall indemnify and hold Customer harmless against any Losses arising from such third-party Claim. Workday will have no liability for Claims or Losses to the extent they arise from: (a) modification of the Service by anyone other than Workday; (b) use of the Service in a manner inconsistent with the Documentation or in violation of this Agreement; or (c) use of the Service in combination with any other product or service not provided by Workday. If Customer is enjoined from using the Service or if Workday reasonably believes it will be enjoined, Workday may, at its sole option, obtain for Customer the right to continue use of the Service or replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then either party may terminate the applicable Service and Workday's sole liability, in addition to the indemnification obligations in this section, will be to refund any prepaid Subscription Fees for the Service that was to be provided after the effective date of termination.

7.2 **Customer Indemnity.** Customer shall defend Workday, at Customer's expense, from any third-party Claim against Workday arising from: (a) Customer Content; (b) data submitted by Customer, its Affiliates or its Authorized Parties pursuant to its use of the Service as contemplated under this Agreement, infringes or misappropriates such third-party's Intellectual Property Rights; or (c) violations by Customer, its Affiliates or Authorized Parties of the AUP, and Customer shall indemnify and hold Workday harmless against any Losses relating to such third party Claim.

7.3 **Conditions.** The indemnitor's obligations in Sections 7.1 and 7.2 are conditioned on the indemnitee: (a) promptly giving written notice of the third party Claim to the indemnitor (although a delay of notice will not relieve the indemnitor of its obligations under this section except to the extent that the indemnitor is prejudiced by such delay); (b) giving the indemnitor sole control of the defense and settlement of the third party Claim (although indemnitor may not settle any third party Claim unless it unconditionally releases indemnitee of all liability); and (c) providing to the indemnitor, at the indemnitor's cost, all reasonable assistance. Sections 7.1 through 7.3 state each indemnitee's exclusive remedies and the indemnitor's sole obligations related to the subject matter of these sections.

8. **Limitation of Liability.**

8.1.   LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO (A) DAMAGES CAUSED BY GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, (B) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, (C) CUSTOMER'S PAYMENT OBLIGATIONS AND (D) WORKDAY'S REMEDIATION OBLIGATIONS IN SECTION 8.3, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING 12-MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE ("**GENERAL CAP**"), EXCEPT THAT FOR BREACH OF EITHER PARTY'S CONFIDENTIALITY, SECURITY, OR PRIVACY OBLIGATIONS, THE BREACHING PARTY'S TOTAL AGGREGATE LIABILITY WILL BE INCREASED TO FEES PAID OR PAYABLE UNDER THE AGREEMENT DURING THE IMMEDIATELY PRECEDING 24-MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE ("**ENHANCED CAP**").

8.2   EXCLUSION OF DAMAGES. EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT AND THE DIRECT DAMAGES IDENTIFIED IN SECTION 8.4, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE LIABILITY FOR LOST PROFITS OR REVENUES, LOSS OF USE OR DATA, BUSINESS INTERRUPTION, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR COVER DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSIONS IN THIS SECTION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. CUSTOMER'S PAYMENT OBLIGATIONS WILL NOT BE CONSIDERED WORKDAY'S LOST PROFITS.

8.3   Workday Remediation Obligations. If unauthorized disclosure of or access to Personal Data is caused by Workday's breach of its security, privacy, or data protection obligations under this Agreement, Workday shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach; (b) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by applicable Law) and to individuals whose Personal Data have been disclosed or accessed ("**Affected Individuals**"); (c) providing a credit monitoring service to Affected Individuals who elect to receive it for a period of one year after the date on which such individuals were notified of the unauthorized disclosure or access, and (d) operating a call center to respond to questions from Affected Individuals for a period of one year after the date on which such individuals were notified of the unauthorized disclosure or access. Notwithstanding the foregoing, or anything in the Agreement to the contrary, Workday will have no responsibility to pay costs of remediation to the extent they are due to gross negligence, willful misconduct or fraud by Customer or its employees, agents or contractors or Authorized Parties.

8.4.   Direct Damages. Subject to Section 8.1, and notwithstanding Section 8.2, if either party breaches its obligations under this Agreement, the following will be considered direct damages: (a) amounts paid to affected third parties as damages or settlements in response to Claims arising from the breach; (b) amounts paid for fines and penalties imposed by any governmental authority arising from the breach; and (c) reasonable legal fees to defend against third-party Claims arising from the breach.

9.   Term. The term of the Agreement commences on and continues from the Effective Date (as defined in the Signature Document) until all Order Forms have expired or otherwise been terminated, unless extended pursuant to the written agreement of the parties ("**Term**"). Subscriptions to the Service commence on the date and are for the period set forth in the applicable Order Form.

9.1   Termination. Either party may terminate the Agreement: (a) upon 30 days' prior written notice to the other party for a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (b) to the extent permitted by Law, immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. For clarity, (1) Customer shall have the right to terminate the affected Service for a breach of Service Warranty pursuant to Section 9.1(a) above; and (2) a breach or termination of any PSA or SOW will not be considered a material breach or termination of this Agreement. If the Agreement is terminated, all Order Forms are simultaneously terminated and Customer shall, as of the date of any termination, immediately cease accessing and otherwise utilizing the Service (except as permitted under Sections 9.2 and 9.3) and Workday Confidential Information. Upon termination by Customer pursuant to this section, Workday shall refund Customer

any prepaid Subscription Fees for the affected Service that was to be provided after the effective date of termination. Termination for any reason will not relieve Customer of the obligation to pay any Subscription Fees accrued or due and payable to Workday prior to the effective date of termination and termination for any reason other than for uncured material breach by Workday or as otherwise stated in this Agreement will not relieve Customer of the obligation to pay all future amounts due under all Order Forms.

9.2   Retrieval of Customer Content. Upon Customer's written request made on or prior to expiration or termination of the Agreement (including any Transition Period), Workday shall give Customer limited access to the Service for a period of up to 60 days, at no additional cost, solely for purposes of retrieving Customer Content ("**Retrieval Period**"). After such Retrieval Period and subject to Workday's legal obligations, Workday has no obligation to maintain or provide any Customer Content and shall, unless legally prohibited, delete Customer Content by deleting Customer's applicable Instance; provided, however, that Workday will not be required to remove copies of the Customer Content from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday shall continue to protect the Customer Content in accordance with the Agreement. Customer Content will be made available for retrieval through extraction in a machine readable format as described in the Documentation.

9.3   Transition Period Before Final Termination. If this Agreement is terminated and Customer submits a written request to Workday prior to any such termination for a one-time transition period, Workday shall continue to provide the Service for up to 3 months after the effective date of such termination (the "**Transition Period**"). Monthly fees for the Transition Period will be 1/12 of the immediately preceding twelve-month period plus an additional 5%. If Customer requests transition assistance during the Transition Period, Workday shall provide consulting cooperation and assistance regarding the Service as set forth in a statement of work, governed by a professional services agreement, at Workday's then-current rates for consulting services unless a different rate is mutually agreed upon by the parties. Notwithstanding the foregoing, if Workday is enjoined from performing, or termination of the Agreement was due to Customer's breach, Workday has no obligation to perform under this section unless it receives (a) payment of all fees not subject to reasonable and good faith dispute, (b) prepayment of fees for further services, and (c) certification of ongoing compliance with the terms of this Agreement during the Transition Period.

9.4   Surviving Provisions. Sections 1.1, 3, 4, 5 (for so long as Workday retains Customer Content), 6.1, 7, 8, 9.2, 9.3, 9.4, 10 (except 10.2 and 10.10), and 11 will survive any termination or expiration of this Agreement.

10.   General Provisions.

10.1   Relationship of the Parties. The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to the Agreement.

10.2   Insurance. Workday shall maintain, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A-VII at the time of policy inception. Upon Customer's written request, Workday shall provide a certificate of insurance evidencing the following coverages: (a) Workers' Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than $1,000,000 per accident/per employee. This policy shall include a waiver of subrogation against Customer, except for those monopolistic states that do not allow it; (b) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than $2,000,000. This policy shall include Customer under a blanket additional insured endorsement with respect to the provision of services provided under this Agreement; and (c) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than $10,000,000 per occurrence and in the aggregate. Limits for Employers Liability and Commercial General Liability may be achieved through a combination of primary and excess liability/umbrella policies to reach the level of coverage shown above. Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered to Workday in accordance with policy provisions.

10.3   Notices. Unless expressly stated otherwise, all notices under this Agreement must be in writing and will be deemed to have been given upon: (a) personal delivery; and (b) the third business day after first class mailing. Notices to Workday must be sent to the address shown in the Signature Document addressed to the attention of

its Legal Department with a copy sent by email to legal@workday.com. Notices to Customer must be sent to the address shown in the Signature Document addressed to Customer's signatory of this Agreement. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

10.4   Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right or any other right. Other than as expressly stated, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.5   Force Majeure. Neither party will be liable for any failure or delay in performance under this Agreement caused by unforeseeable events beyond that party's control and where the failure or delay is through no fault of the affected party and could not have been reasonably avoided ("**Force Majeure**"). Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused, provided that notice of the Force Majeure event is given in writing within 15 days after the Force Majeure event begins. Such notice shall identify the nature of the Force Majeure event, its expected duration and the probable impact on the performance of the affected party's obligations.

10.6   Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent must not be unreasonably withheld or delayed). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) upon written notice without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee: (a) is an entity registered in a territory in which Workday is approved to provide the Service; and (b) agrees to be bound in writing by all of the terms of this Agreement and all past due Subscription Fees are paid in full. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.7   Governing Law; Waiver of Jury Trial. This Agreement, and all Claims relating to or arising from this Agreement, are governed exclusively by laws of the State of New York, without regard to its conflicts of laws rules. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

10.8   Export. Each party shall comply with the applicable export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (a) is located in a country that is subject to a U.S. government embargo; (b) is listed on any U.S. government list of prohibited or restricted parties; or (c) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.

10.9   Anti-Corruption. Each party shall comply with all applicable anti-corruption Laws, in relation to this Agreement. Each party agrees that it will not offer to pay or give anything of value to anyone, including foreign governmental officials or related persons or entities on either party's behalf to corruptly: (a) influence any official act or decision; (b) secure any improper advantage; (c) obtain or retain business, or direct business to any person or entity; or (d) for the purpose of inducing or rewarding any favorable action in any matter related to the subject of this Agreement or the business of either party. Each party further agrees to keep accurate books and records in relation to this Agreement. Each party further agrees to cooperate with the other party in any anti-corruption due diligence process and/or investigation in relation to this Agreement.

10.10 Federal Government End Use Provisions (if applicable). Workday provides the pre-existing, commercial Service, including related software and technology, for federal government end use solely in accordance with the terms and conditions of this Agreement, and Workday provides only the technical data and rights as provided herein. If a government agency has a "need for" rights not conveyed under these terms, it must negotiate with Workday to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein. For avoidance of doubt, Workday does not currently provide the Service for use in furtherance of a federal prime or subcontract.

10.11 Local Law Requirements: Canada. With respect to Customers domiciled in Canada, the following provisions shall apply:

(a) Choice of Language. The parties accept that the terms of this Agreement be drafted in English. Les parties acceptent que les conditions des présentes soient rédigées en anglais.

(b) "Gross Negligence" means any act or failure to act in breach of a duty of care that was intended to cause harm, which rises to the level of intentional wrongdoing, or was reckless in regard of or wanton indifference to the harmful and foreseeable consequences of such act or failure to act but does not include an act or failure to act that constituted merely a lack of due care (or a contractual breach alone).

10.12   Workday SLA Service Credits. If, in any rolling six-month period, Workday fails to meet the monthly commitments for Service Availability or Service Response (as applicable) described in the applicable Product Terms SLA (a **"Failure"**), Customer may request the following remedies no later than 30 days after the applicable Failure occurs: (a) a meeting to discuss possible corrective actions for the first Failure; (b) a 10% Service Credit for a second Failure; (c) a 20% Service Credit for a third Failure; and (d) a 30% Service Credit for a fourth Failure. In this Agreement, "Service Credit" means a credit equal to the stated percentage of the applicable monthly Subscription Fee for the affected Service. Workday shall deduct the highest applicable Service Credit from the next invoice for Subscription Fees or, if there is no subsequent invoice, shall refund the Service Credit to the Customer. The remedies in this section are the Customer's exclusive remedies for any Failure.

10.13   Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form will take precedence over provisions of this MSA and over any other exhibit or attachment. Customer acknowledges that it has had the opportunity to review all exhibits and attachments hereto. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter and is entered into without reliance on any promise or representation other than those expressly contained in this Agreement. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Notwithstanding anything to the contrary in this Agreement, no terms or conditions in a Customer purchase order or in any other Customer order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void. Purchase orders are for administrative convenience only and Workday may issue an invoice and collect payment without a corresponding purchase order. Customer's failure or delay to issue a purchase order shall not extend the payment due date. If a purchase order is required, it must be sent by email to accounts.receivable@workday.com 10 business days prior to the date the invoice is issued in order to be included on the related invoice. This Agreement may be executed in counterparts and/or by electronic signatures.

11.   Definitions.

The following definitions shall apply to this Agreement.

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Agreement**" means this Main Subscription Agreement, including the SLA, Security Exhibit, Data Processing Exhibit, Business Associate Exhibit, and any other exhibits, addenda, or attachments hereto, and any fully executed Order Form.

"**Audit Reports**" means the most recently completed security audit reports prepared by Workday's independent third party auditor and other security relevant assessment reports for the applicable Service as identified in the Product Terms, which may be updated by Workday from time to time. No update will materially decrease the protections provided by the controls set forth in the applicable Audit Report during the Term.

"**AUP**" means the acceptable use policy for the applicable Service located at https://community.workday.com/aup, which also incorporates by reference acceptable use policies of applicable Workday Subprocessors.

"**Authorized Parties**" means Customer's or an Affiliate's Workers and third party providers who are authorized by Customer (a) in writing, (b) through the Service's security designation, or (c) by system integration or other data exchange process to access Customer's Instance or receive Customer Content.

"**Claim**" means a claim, demand, lawsuit or other legal proceeding brought against a party to this Agreement.

"**Confidential Information**" means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Content; (c) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how and other significant and valuable business information that would otherwise be considered to be trade secrets under Law, that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (d) the terms, conditions and pricing of this Agreement (but not its existence or parties). Confidential Information does not include any information that, without the Recipient's breach of an obligation owed to the Discloser: (1) is or becomes generally known to the public; (2) was known to Recipient prior to disclosure by Discloser; (3) was independently developed by Recipient; or (4) is received by Recipient from a third party. Customer Content will not be subject to the exclusions set forth in this definition.

"**Customer Content**" means electronic data or information submitted to the Service by Customer or Authorized Parties.

"**Customer Input**" means suggestions, enhancement requests, recommendations or other feedback provided by Customer, its users and/or Authorized Parties relating to the operation or functionality of the Service.

"**Data Processing Exhibit**" or "**DPE**" means the Universal Data Processing Exhibit located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html, which may be updated by Workday from time to time to comply with applicable Data Protection Laws applicable to Workday as a Data Processor. No update will materially decrease Workday's Data Processor obligations under the DPE.

"**Documentation**" means the then-current version of the Workday electronic Administrator Guide for the applicable Service application, which may be updated by Workday from time to time.

"**Enhanced Features**" shall have the same meaning as set forth in the applicable Product Terms.

"**Improvements**" means all improvements (including verification of such improvements), updates, enhancements (including Enhanced Features), error corrections, bug fixes, prevention of or addressing service or technical problems, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

"**Instance**" means a unique instance of the Service, with a separate set of Customer Content held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

"**Intellectual Property Rights**" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"**Law**" means any local, state, national and/or foreign law, treaties, and/or regulations applicable to the respective party.

"**Loss**" means reasonable attorneys' fees and any damages or costs finally awarded or entered into in settlement of a Claim.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

"**Non-Workday Content**" means a third-party product, web-based, offline, mobile, or other software application functionality or other content that is provided by Customer or a third party and interoperates with a Workday Service application.

"**Order Form**" means the fully executed ordering document under which Customer subscribes to Service application(s) or other services. Order Forms do not include the terms of any preprinted terms on a Customer purchase order or other terms on a purchase order that are additional or inconsistent with the terms of this Agreement.

"**Personal Data**" has the definition set forth in the DPE.

"**Product Terms**" means the product terms for a specific Service application as identified via URL in or attached to the subscription Order Form, which may be updated by Workday from time to time; provided that no update will materially decrease the applicable security and privacy commitments and any such changes will not become effective until 30 days after notice to Customer.

"**Production**" means the Customer's use of or Workday's written verification of the availability of the Service (a) to administer its users (as identified in the applicable subscription Order Form); (b) to generate data for Customer's books/records; or (c) in any decision support capacity. Production does not include sandbox, preview, or implementation Instance.

"**Security Breach**" means (a) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Content; provided that an incidental disclosure of Customer Content to an Authorized Party or Workday, or incidental access to Customer Content by an Authorized Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any Law; (b) any Personal Data Breach as defined in the DPE; and (c) any security breach (or substantially similar term) as defined by Law affecting Customer Content.

"**Security Exhibit**" means the Universal Security Exhibit located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html, which may be updated by Workday from time to time. No update will materially decrease the protections provided by the controls set forth in the Security Exhibit during the Term.

"**Service**" means the applicable Workday software-as-a-service application and Improvements (as described in the Documentation and Product Terms) as subscribed to under an Order Form. For purposes of clarification, Service excludes professional services, support services, training services, and Non-Workday Content.

"**Signature Document**" means the document signed by the parties which lists all the terms and conditions forming part of this Agreement to which the parties agree to be bound.

"**SLA**" means the Production support and service level availability policy for the Service application(s) identified in the applicable Product Terms, which may be updated by Workday from time to time. No update will materially decrease Workday's responsibilities under the SLA.

"**Subscription Fees**" means all amounts invoiced and payable by Customer for the applicable Service under an Order Form.

US Public Sector Addendum

This US public sector addendum ("**Public Sector Addendum**" or "**Addendum**") is incorporated into and forms part of the Universal Workday Main Subscription Agreement, which is available at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html or as executed by Workday and Customer ("**MSA**" or "**Agreement**").

This Public Sector Addendum applies to United States government customers, including but not limited to entities of the United States Federal Government (each, a "Federal Customer"), as well as state entities, local entities, or public education entities created by the Laws (including constitution or statute) of the applicable state (each, a "SLED Customer"). Workday also reserves the right, at its sole discretion, to offer this Public Sector Addendum to US-based (i) private higher education entities, (ii) quasi-public entities (not otherwise qualified as a Federal Customer or a SLED Customer), such as federally funded research and development centers, and/or (iii) public healthcare entities (not otherwise qualified as a Federal Customer or a SLED Customer), provided that in order for this Public Sector Addendum to apply to such entities, it must be explicitly referenced and incorporated into the signed Order Form as between Workday and such entity. As applicable, an entity qualified under (i), (ii), or (iii) above shall be referred to herein as an "Approved Customer"; an Approved Customer is specifically not included in the definition of "Federal Customer" or "SLED Customer" and any sections in this Addendum indicating it applies only to a Federal Customer or a SLED Customer shall not extend to an Approved Customer.

Unless otherwise defined herein, all other capitalized terms used in this Public Sector Addendum have the same meaning as set forth in the MSA. Customer and Workday agree that in the event of a conflict between this Addendum or the MSA, the Public Sector Addendum will take precedence over provisions of the MSA.

1.   **Fees**. The following sentence hereby replaces the second sentence of the "Invoices & Payment" section in MSA (currently, Section 1.1.): "*In accordance with Florida Statutes, Section 218.70, Florida Prompt Payment Act, a "Proper" invoice is defined as an invoice that conforms to all statutory requirements. The time at which payment shall be due from Customer shall be forty-five (45) days from receipt of a Proper invoice, based on compliance with the statutory requirements set forth in Section 218.70 et al., Florida Statutes (or successor statutes).*"

2.   **Taxes**. The following sentence is hereby added at the beginning of the "Taxes" section in the MSA (currently, Section 1.3): "*Customer is a tax-exempt entity and shall not be subject to any taxes imposed by Workday. Customer will provide Workday with a valid tax exemption certificate authorized by the appropriate taxing authority. This section applies only if Customer has not provided Workday with a valid tax exemption certificate authorized and honored by applicable taxing authorities that covers all Taxes.*"

3.   **FOIA/Public Disclosure Laws.** Workday acknowledges that Customer may be compelled to disclose certain Workday Confidential Information pursuant to the Federal Freedom of Information Act and/or any state equivalents or other applicable public disclosure Laws. A disclosure by the Customer of Workday's Confidential Information to the extent required by Law shall not be considered a breach of the Agreement, provided the Customer promptly provides Workday with prior notice of such compelled disclosure (to the extent legally permitted), follows the process set forth in any applicable public records law(s), and provides reasonable assistance, at Workday's cost, if Workday wishes to contest the disclosure. Subject to the foregoing, in the event of any request by a government agency or law enforcement authority for access to Customer Content, Workday will seek to redirect the inquiry to Customer. In all such cases, Workday will take all reasonable and legally permissible measures to protect the Customer Content and to inform Customer of such demand. In accordance with Section 119.0701(3)(a), Florida Statutes (or successor statutes), a request to inspect or copy public records relating to this Agreement must be made directly to Customer. Customer remains the owner and controller of its Customer Data; Customer Data may include public records. Customer's "possession" of Customer Data includes its ability to copy and download such Customer Data through the Service. Workday does not, as part of the Service, restrict Customer's overall access to its Customer Data, but Customer has the ability to make such restrictions through the security settings of the Service which apply to an individual Authorized Party. Customer is responsible for ensuring that persons responsible for responding to public records requests have adequate security settings to access and copy the Customer Data that is responsive to the

requests. If Customer does not possess the requested records, Customer will immediately notify Workday of the request, and Workday must provide the records to Customer or allow the records to be inspected or copied within a reasonable time. If Workday receives from Customer a records request related to the Agreement and believes that the requested records are not public records, then Workday will communicate its position in writing to Customer's public records custodian, with a copy to Customer's general counsel, and cite to the specific statutory provision that Workday believes justifies it position. Workday may initiate a declaratory action in a Florida circuit court for a determination whether the records requested do not qualify as a public record or whether the records are exempt from the public records law. Workday's compliance with applicable Florida public records law is a material obligation of this Agreement and all related Order Forms.

IF WORKDAY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO WORKDAY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone Number:(904) 209-0805, Email Address: PUBLICRECORDS@SJCFL.US, Mailing Address: 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA. 32084.

4. FERPA. To the extent required for a public education SLED Customer or an Approved Customer, the parties agree to the following addition to the MSA: "*To the extent Customer is an educational institution subject to the Family Educational Rights and Privacy Act ("FERPA") and determines that Workday is a School Official for purposes of 34 CFR §99.31(a)(1)(i)(B), Workday will comply with its obligations thereunder by complying with the terms of this Agreement and the DPE.*"

5. Business Associate Exhibit. If a Customer concludes that the Service will include access to Customer Content that is protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and Customer is a Covered Entity as defined under HIPAA, the parties agree to attach Workday's Business Associate Exhibit to the Agreement, which shall apply to Workday's receipt, maintenance or transmission of Protected Health Information from, or on behalf of Customer, as described in such Exhibit.

6 Section 7.1 Workday Indemnity in the MSA is replaced with the following:

Workday Indemnity. Workday shall defend Customer, at Workday's expense, against any third-party Claim brought against Customer alleging that the use of the Service as contemplated hereunder infringes that third party's Intellectual Property Rights and shall indemnify and hold Customer harmless against any Losses arising from such third-party Claim. Workday will have no liability for Claims or Losses to the extent they arise from: (a) modification of the Service by anyone other than Workday; (b) use of the Service in a manner inconsistent with the Documentation or in violation of this Agreement; or (c) use of the Service in combination with any other product or service not provided by Workday. If Customer is enjoined from using the Service or if Workday reasonably believes it will be enjoined, Workday may, at its sole option, obtain for Customer the right to continue use of the Service or replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then either party may terminate the applicable Service and Workday's sole liability, in addition to the indemnification obligations in this section, will be to refund any prepaid Subscription Fees for the Service that was to be provided after the date Workday determines it can no longer offer the affected Service.

7.   **Section 7.2 Customer Indemnity in the MSA is replaced with the following:**

Customer Obligations. Unless Customer is prohibited by Law from indemnifying its vendors, Customer shall defend Workday, at Customer's expense, from any third-party claim against Workday alleging that (1) Customer Content, or (2) data submitted by Customer, its Affiliates or its Authorized Parties used by Workday to provide the Service infringes or misappropriates such third-party's Intellectual Property Rights and Customer shall be directly and solely responsible for any Losses related to such Claim. If Customer is prohibited by Law from indemnifying its vendors, any indemnification clause found in an Order Form's application-specific additional terms or click-through terms referenced in the Order Form shall be read only as an acknowledgement that Customer is responsible for materials and data it provides to Workday and for the behavior of its Authorized Parties.

8.   **Governmental Entity CUSTOMER ONLY: Termination for Non-Appropriation.** To the extent required by Law, the following provision is hereby added to the end of the "Termination" section of the MSA (currently Section 9.1):

Termination for Non-Appropriation. Customer is a US Federal, State, or Local governmental entity that relies on funding which is allocated at the federal, state and/or local level to fund the Service in the Agreement. Customer intends to continue the Agreement for its entire term and to satisfy its obligations thereunder. Customer will seek to obtain funding for each fiscal year of an Order Form. For each succeeding fiscal period: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under the Agreement; (b) Customer agrees to use all reasonable means to secure appropriations; and (c) Customer agrees it will not use non-appropriations as a means of terminating the Agreement in order to acquire functionally equivalent products or services from a third party. For clarity, this subsection (c) shall not be interpreted to prohibit Customer from purchasing functionally equivalent products or services from a third party in a subsequent appropriation cycle. If funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, Customer may terminate the impacted portion of an Order Form, in whole or in part. In accordance with the foregoing, Customer will give Workday written notice thirty (30) days prior to the effective date of any such termination. All obligations of Customer to make payments after the termination date will cease and all Workday obligations to provide the Service will terminate. Notwithstanding the foregoing, Customer will pay for (i) the entire time period the Service was made available to Customer prior to Workday's receipt of notice of termination for non-appropriation; and (ii) for all amounts and Service periods for which Customer has received services. Customer shall not execute any Order Form unless funds have been appropriated for at least the first year's subscription fee. Upon termination, Customer will remit all amounts due, and all costs reasonably incurred up to the date of termination. Upon request by Workday, Customer shall identify to Workday the extent to which funds have been allocated for individual Order Forms throughout the term of the Agreement.

9.   **Background Check.** Unless prohibited by law, Workday agrees to conduct (or has previously conducted) a criminal background check on personnel employed by Workday (or will require its subcontractors to conduct a background check on their own personnel) who will have access to Customer Content. Such background check shall be in the form generally used by Workday in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process. Workday will not allow any person performing under the Agreement on behalf of Workday to be assigned to have access to Customer Content whose background check revealed a conviction of any violent crime or crime involving theft, dishonesty, moral turpitude, breach of trust, or money laundering.

10.   **Code of Conduct.** Workday has a published code of conduct available at https://www.workday.com/en-us/company/about-workday/ethics-compliance.html with rules for ethical business conduct which complies with applicable law. Workday uses commercially reasonable efforts to ensure that Workday complies with its code of conduct, including but not limited to periodic training of employees about the code.

11.   **Assignment.** In no event shall Customer have the right to assign the Agreement to a direct Competitor of Workday. In the event of an M&A assignment, the non-assigning party shall be entitled to

request from the assignee reasonable information to demonstrate that the assignee has the necessary resources and expertise to provide the Service. Failure to provide such information shall be a material breach of the Agreement. The successor entity shall be bound by the terms of this Agreement, and will have the duty to provide the Service in accordance with said terms. In the event the assignee materially breaches this Agreement, Customer shall have all rights afforded under Section 9.1 of the MSA entitled "Termination."

12.   Federal Government End Use. Workday's offering constitutes 'commercial items' as defined under FAR 2.101. Workday's contracting documents are in conformance with Workday's commercial item offerings and tailoring of acquisition terms is pursuant to FAR 12.302(b). If you are a FAR governed Federal Customer, Workday agrees that the resulting contract will include the mandatory FAR commercial flow downs for a subcontractor under FAR 52.244-6. Additionally, the parties agree that the purpose of the Agreement is to provide a sophisticated integrated system solution, principally for the provision of a product, not a service and as such, neither the Service Contract Act nor its related statutes or regulations apply to Workday's performance hereunder.

13.   Publicity. Except as set forth in this section, Workday shall not use Customer's name, logos or trademarks, without the prior written consent of Customer, in any written press releases, advertisements and/or marketing materials. Notwithstanding the foregoing, Workday may use Customer's name and logo in lists of customers and on its website, including, but not limited to, Workday's community portal; however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from Workday. For the avoidance of doubt, this section does not prohibit Workday from referencing Customer's name in a verbal format.

14.   Governing Law. The parties agree that notwithstanding the "Governing Law" section of the MSA (currently Section 10.7), the following shall apply:

This Addendum and the Agreement and any disputes arising out of or related thereto shall be governed by the Laws of St. Johns County and the State of Florida. With respect to all disputes arising out of or related to this Addendum and the Agreement, the parties consent to exclusive jurisdiction and venue in the state and federal courts located in such state. Customer does not waive the right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

15.   E-Verify Compliance. Customer is obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." Compliance with Section 448.095, Fla. Stat., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Workday affirms and represents that it is registered with the E-Verify System and will continue to use E-Verify (or an equivalent successor program, if applicable) as required by Section 448.095, Florida Statutes during the Term of this Agreement.

16.   Scrutinized Companies. Workday is aware of and understands the provisions of Section 287.133(2)(a), Florida Statutes and Section 287.134(2)(a), Florida Statutes. As required by Section 287.135(5), Florida Statutes, Workday certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Customer may exercise its termination rights herein if Workday knowingly submits a false certification as to the above, or if Workday is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

17.   Section 10.3 Notices in the MSA is replaced with the following:

Notices. Unless expressly stated otherwise, all notices under this Agreement must be in writing and will be deemed to have been given upon: (1) personal delivery; (2) the third business day after first class mailing; and (3) upon receipt of a delivery notice verifying delivery via overnight or express carrier.

Notices to Workday must be sent to the address shown in the Signature Document addressed to the attention of its Legal Department with a copy sent by email to legal@workday.com. Notices to Customer must be sent to the address shown in the Signature Document addressed to Customer's signatory of this Agreement. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

18. **Dispute Resolution.** Prior to the initiation of any legal proceeding other than one for equitable relief as described in subsection (d) below, the parties shall first attempt to resolve their dispute informally, as follows:

(a) Within five (5) business days following the written request of a party, designated individual(s) from Workday and Customer shall meet to resolve such dispute.

(b) The representatives referred to in paragraph (a) shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of formal legal proceedings. The specified format for the discussions will be left to the discretion of the designated representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(c) If the representatives referred to in paragraph (a) above are unable to resolve the dispute within thirty (30) business days after the dispute is escalated to them, then either Party may escalate the dispute to the President of Workday and the Purchasing Director of Customer, for their review and resolution.

(d) The provisions of this Section 10.6 shall not be construed to prevent a party from instituting, and a party is authorized to institute, judicial or other proceedings either to (ii) seek injunctive relief or (ii) avoid the expiration of any applicable legal or contractual limitations period.

(e) Each of the parties agrees to continue performing its obligations under this Agreement and all related agreements while any dispute is being resolved except to the extent that the issue in dispute precludes performance (a dispute over payment shall not be deemed to preclude performance). Failure to pay undisputed invoices is not a dispute and Workday is entitled to exercise its contractual remedies in the event of such failure

19. **Equal Employment Opportunity.** Workday will follow all applicable Federal, State, and Local Laws regarding Equal Employment Opportunity, including but not limited to all applicable provisions of Executive Order 11246 and of the applicable rules, regulations, and relevant orders of the Secretary of Labor.

20. **Anti Bribery.** Workday shall at all times during the term of this Agreement, comply with all anti-bribery and corruption laws that are applicable to the performance of this Agreement. Workday represents that it has not knowingly, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Workday shall immediately notify the County of any violation (or alleged violation) that it is aware of, of this provision.

21. **Convicted and Discriminatory Vendor Lists, and Scrutinized Companies.** Workday represents it is not currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Workday shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of $1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Workday certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Workday to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Workday is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

22.   Compliance with Florida Statute 287.138
Pursuant to 287.138 Florida Statutes effective July 1, 2023, the County may not enter into contracts which grants Workday access to personal identifiable information if: 1) Workday is owned by the government of a Foreign Country of Concern (as defined by the statute: (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) Workday is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Agreement to ensure the County's continued compliance with the statute.

Pursuant to 287.138 Florida Statutes, effective January 1, 2024, if Workday may access, receive, transmit, or maintain personal identifiable information under this agreement, Workday must submit a foreign entity affidavit to the county. Additionally, effective July 1, 2025, Workday shall submit a foreign entity affidavit to the County prior to any renewals of this agreement. Failure or refusal to submit a foreign entity affidavit shall be cause for immediate termination of this agreement by the County.

23.   No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable under Section 768.28, Florida Statutes. This section shall survive the termination of all performance obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

24.   Audit Financial Billing. The following is added to the MSA: During the Term of this Agreement but not more frequently than once per year, until the expiration of five (5) years after final payment under this Contract, Workday shall make available to Customer or its chosen auditor, for examination only those financial books, records, and files of Workday that are necessary for Customer to verify Workday's charges for the Service provided under any Order Form(s) issued hereunder. Workday shall maintain complete and accurate records as is reasonably necessary to substantiate such charges. Customer shall provide Workday with reasonable notice prior to conducting such financial audit and the parties shall mutually agree upon the timing of such financial audit which shall be conducted in a manner that is not disruptive to Workday's business operations. Customer will pay for all costs related to such audits. Such right shall not extend to or require on-site audits of Workday's operations or third-party hosting facilities, disclosure of any confidential information of any other Workday customer, or Workday's payroll records or other financial records not related to Service fees invoiced to Customer.

ORDER FORM 00451001.0

Customer Name	St. Johns County, Florida
Workday Entity	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
Universal Main Subscription Agreement (MSA)	See MSA attached
Product Terms	Service SKUs identified in the Workday Service SKU Descriptions Addendum below are subject to the Product Terms for the applicable Product Line available at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html, which are incorporated herein by reference and for which Workday will provide notice of updates by posting updated versions.
MSA and Order Form Order Effective Date	The later of the dates of the parties' signatures on the Signature Document
Order Term	July 16, 2024 through July 15, 2034
Currency	USD
Total Fees	10,499,639
Tenant (or Instance as applicable) Base Name *Tenant Base Name is used to generate Workday tenant URLs.*	co

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	473,253
2	Due on First anniversary of the Order Term start date	1,027,859
3	Due on Second anniversary of the Order Term start date	1,048,417
4	Due on Third anniversary of the Order Term start date	1,069,387
5	Due on Fourth anniversary of the Order Term start date	1,090,769
6	Due on Fifth anniversary of the Order Term start date	1,112,589
7	Due on Sixth anniversary of the Order Term start date	1,134,842
8	Due on Seventh anniversary of the Order Term start date	1,157,536
9	Due on Eighth anniversary of the Order Term start date	1,180,687
10	Due on Ninth anniversary of the Order Term start date	1,204,300
	Total Payment Amount	**10,499,639**

For the avoidance of doubt, the Payment Schedule Table will be used for invoicing purposes.

Subscription Fees Table

Subscription Period	Date Range	Subscription Fee
1	July 16, 2024 through July 15, 2025	520,182
2	July 16, 2025 through July 15, 2026	1,023,048
3	July 16, 2026 through July 15, 2027	1,043,510
4	July 16, 2027 through July 15, 2028	1,064,380
5	July 16, 2028 through July 15, 2029	1,085,664
6	July 16, 2029 through July 15, 2030	1,107,382
7	July 16, 2030 through July 15, 2031	1,129,526
8	July 16, 2031 through July 15, 2032	1,152,118
9	July 16, 2032 through July 15, 2033	1,175,160
10	July 16, 2033 through July 15, 2034	1,198,669
	Total Subscription Fee	**10,499,639**

The Subscription Fees Table provides the Subscription Fees for each applicable Subscription Period. The Subscription Fee for Subscription Period 2 onwards includes a capped Innovation Index of 2.0% (as defined in the Additional Definitions Section below). During the initial Order Term, any increases due to CPI (also defined below)

are waived. Customer understands that the Subscription Fees above reflects Customer's planned phased deployment, and any adjustment to the deployment timeline will not result in changes to the Payment Schedule or Subscription Fees.

Subscription Rights Table

SKU	Service	Pricing Metric	Annual Subscription Rights
CHCM	Core Human Capital Management	FSE*	Full Enterprise
TLO	Talent Optimization	FSE*	Full Enterprise
CCB	Cloud Connect for Benefits	FSE*	Full Enterprise
USP**	Payroll for United States	FSE*	United States-based Employees only
LRN	Learning	FSE*	Full Enterprise
MCNF	Media Cloud - No Fee	FSE*	Full Enterprise
CCLRN	Cloud Connect for Learning	FSE*	Full Enterprise
REC	Recruiting	FSE*	Full Enterprise
FIN	Core Financials	FSE*	Full Enterprise
GM	Grants Management	FSE*	Full Enterprise
PLNF	Financial Planning	FSE*	Full Enterprise
PRA	Prism Analytics Enterprise	FSE*	Full Enterprise with up to 20 million Published Data Rows at any time for each Tenant (or Instance as applicable)
PRJT	Projects	FSE*	Full Enterprise
TT	Time Tracking	FSE*	Full Enterprise
EXP	Expenses	FSE*	Full Enterprise
PRO	Procurement	FSE*	Full Enterprise
INV	Inventory	FSE*	Full Enterprise
SRCESS	Strategic Sourcing Essentials	Flat Fee	Up to 10 Users
SRCUSR	Strategic Sourcing User (Additional)	User	Up to 5 Additional Users
XTND	Extend Essentials	Application	Up to 3 Applications

*For Pricing Metric details see the Full-Service Equivalent ("FSE") Count Table below.
**Customer agrees that the number of FSE Workers for all Workday Payroll applications and CCTPP will always be equal to the total number of FSE Workers for HCM.

Full-Service Equivalent ("FSE") Count Table

FSE Population Category	Baseline FSE Count
Full Enterprise	1,806
United States-based employees	1,806

Named Support Contacts Table

Number of Named Support Contacts*	6

*Named Support Contacts are the contacts that may request and receive support services from Workday and must be trained on the Workday product(s) for which they initiate support requests.

Customer Contact Information

	Billing, In Care of *Responsible for payment processing and will receive invoicing and billing-related communications.*	Customer Support *Main point of contact for Workday Support and will receive initial login credentials.*	Subscriptions Contact *Main point of contact for responding to and fulfilling the Growth and Expansion Obligations.*
Contact Name	Tom Tibbitts	Tom Tibbitts	Tom Tibbitts
Street Address City/Town, State/Region/County, Zip/Post Code, Country	500 San Sebastian View St. Augustine Florida 32084 United States	500 San Sebastian View St. Augustine Florida 32084 United States	500 San Sebastian View St. Augustine Florida 32084 United States
Phone/Fax #	904-827-6872	904-827-6872	904-827-6872
Email (required)	ttibbitts@sjcfl.us	ttibbitts@sjcfl.us	ttibbitts@sjcfl.us
Internal Reference or PO (optional)			

Tax Exempt? Yes / No	If yes, US Exemption Tax Certificate or FST/VAT Number

Additional Customer Support Contacts *Product Lead who will receive initial login credentials.*		
	Admin Contact Name	**Admin Contact Email**
Adaptive Planning	Tom Tibbitts	ttibbitts@sjcfl.us
Strategic Sourcing	Tom Tibbitts	ttibbitts@sjcfl.us

Customer Information	**Initial Named Developer Site Admin**
Contact Name	Justin Newell
Phone/Fax #	904-824-8131 x0245
Email (required)	jnewell@sjcfl.us

For customers based in the U.S., certain portions of the Service included in this Order Form can be used with optional downloadable software components ("**Downloadable Components**"). Any applicable tax for Downloadable Components will be separately presented on the invoice based on a valuation attributed to the Downloadable Components. As of the Order Effective Date, there is no value attributed to any of the Downloadable Components.

This Order Form is subject to and governed by the MSA attached hereto. All purchase order forms, tax exemption certificates and FST/VAT/business registration, supplier setup requests, and invoice inquiries shall be submitted to Accounts.Receivable@workday.com.

ADDITIONAL ORDER FORM TERMS ADDENDUM

1. General.

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the MSA. The Total Subscription Fee is based on the maximum indicated in the Subscription Rights Table and any use in excess of such maximum(s) indicated will be subject to the Growth and Expansion section herein. Annual Subscription Rights limits may not be decreased during the Order Term.

2. FSE Metric Calculation and Worker Category Definitions.

The total FSE Count is calculated by categorizing each Worker to one of the Worker Categories below, multiplying the applicable number of Workers by the Applicable Percentage, and then adding the FSE Count for each Worker Category.

FSE Calculation Table:

Worker Category	Total Workers	Applicable Percentage	FSE Count
Full Time Employees	1,756	100.0%	1,756
Part-Time Employees	0	25.0%	0
Associates	400	12.5%	50
Former Workers with Access	0	2.5%	0
Total FSE Count:	**2,156**		**1,806**

The Service may be used by Customer only for the Worker Categories listed above and as defined below.

"Full-Time Employee" is an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"Part-Time Employee" is an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"Associate" is an individual not counted as a Full-Time or Part-Time Employee but in one of the following categories: temporary employees, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors whose Active Records are in the Service.

"Former Worker with Access" is a former worker that continues to have access to the Service through the Employee Self-Service features. Former Workers with Access are only included in the Subscription Rights for the Human Capital Management Service.

Former Workers with Static Records shall be excluded from the FSE calculation but may continue to be maintained in the Service. **"Static Records"** are records in the Service for workers with whom Customer has no further relationship and to whom Customer does not provide self-service access. Static Records include former worker records used solely for historical reference. All other worker records are "**Active Records**".

3. Additional Metric Definition(s).

Additional Metric Definition Table

	Metric	Definition
PRA	Published Data Rows	The total number of data rows capable of being reported upon in Customer's PRA data catalog. Published Data Rows are measured separately for each Tenant (or Instance as applicable).
SRCESS Users	User	An individual authorized by Customer associated with a single, unique email address for purposes of accessing the Service.
XTND	Application	An Extend App that has been promoted by a Developer to production. Each Extend App that has been promoted by a

		Developer to production is perpetually counted against Customer's Extend Subscription Right.
PRACU	Published Data Rows	The total number of additional data rows capable of being reported on in Customer's PRA data catalog. These data rows are in addition to Customer's existing Published Data Row entitlements under Customer's PRA subscription and any other PRACU subscription(s). Published Data Rows are measured separately for each Tenant (or Instance as applicable).

4. Growth and Expansion.

A. Annual Reporting Obligation.

Customer will report to subscriptions@workday.com no earlier than 90 days and no later than 60 days ("**Annual Reporting Period**") based on the number of Active FSE Worker Records and Additional Metrics provided below, as applicable, as of 90 days ("**Count Date**") prior to each anniversary of the Order Term start date. Customer agrees to pay fees for any excess Subscription Rights at the Expansion Rates described below to cover the period from the anniversary of the Order Term start date immediately following the Annual Reporting Period through the subsequent anniversary date (each a "**Reporting Cycle**"). Customer understands that an order form will be required to document any annual fees due pursuant to this section in its entirety. Such order form must be executed no later than 30 days prior to each anniversary of the Order Term start date until the Renewal (as defined below), at which time the Annual Reporting Obligation will be incorporated into the Renewal Term.

a. FSE Metric Reporting.

Reporting for Active FSE Worker Records is based on the additional FSE Workers which are defined as any Active FSE Worker records exceeding the Baseline FSE Count.

FSE Expansion Table

SKU	Annual FSE Expansion Rate
All Service SKU(s) with the FSE Pricing Metric in the Subscription Rights Table unless stated otherwise within this table	535.26
USP	60.55

b. Additional Metric Reporting based on total cumulative number.

Reporting for the following SKU(s) is based on the total cumulative number set forth in the Subscription Rights Table for the 12-month period preceding the Count Date. For avoidance of doubt, reporting at the end of Year 1 is based on Customer's full annual entitlement outlined in the Subscription Rights Table.

i. Additional Metric Expansion Table

SKU	Additional Metric Increase	Annual Expansion Rate for Additional Metric Increase
XTND-APP-3PK	Each increment of 3 additional Applications	70,000

c. Additional Metric Reporting based on highest daily number.

Reporting for the following SKU(s) is based on the highest daily number set forth in the Subscription Rights Table for the 12-month period preceding the Count Date. For avoidance of doubt, Customer understands the reporting for Year 1 is based on the 9 months preceding the Annual Reporting Period.

i. Additional Metric Expansion Table

SKU	Additional Metric Increase	Annual Expansion Rate for Additional Metric Increase
SRCUSR	Strategic Sourcing User (Additional)	2,238
PRACU	Each increment of 10M Additional Published Data Rows	20,000

B. Growth Event Reporting Obligation.

In addition to the Annual Reporting Obligation, if Customer exceeds any Subscription Rights by 5% or more ("Growth Event") as a result of any one-time addition of Workers (e.g., M&A), Customer must report the excess

Subscription Rights to subscriptions@workday.com within 30 days of the Growth Event. Customer agrees to pay the applicable annual fees from the start date of the Growth Event through the subsequent anniversary date which will be documented under a separate order form.

5. Renewal.

Customer may renew its subscription for the Service by notifying Workday prior to the end of the Order Term and Workday will generate a new Order Form for a single three-year renewal term ("**Renewal Term**") at the below pricing. Such order form must be executed no later than 30 days prior to the end of this Order Term.

Renewal Table

Renewal Term Years	Annual Renewal Subscription Fees
1st year of Renewal Term	Base Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI), not to exceed 4%)
2nd year of Renewal Term	Previous Year Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI), not to exceed 4%)
3rd year of Renewal Term	Previous Year Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI), not to exceed 4%)

The "**Base Subscription Fee**" means the Subscription Fee for the final Subscription Period listed in the Subscription Fees Table in the final Subscription Period. If the final Period is a partial year, Base Subscription Fee is the annualized value of the final Annual Period Subscription Fee. The Expansion Rates for the Renewal Term shall be increased by the same percentage as the Annual Renewal Subscription Fees per year in the Renewal Table. Fees for the Renewal Term are due by the first day of each corresponding year of the Renewal Term. Individual payments shall match the Annual Renewal Subscription Fee as defined in the Renewal Table above. If Customer wishes to procure any additional SKUs or Subscription Rights for a Renewal Term that are not included in the Base Subscription Fee, fees for those items will be in addition to the fees anticipated under this section.

6. Additional Definitions (as applicable).

"**CPI**" means the consumer price index established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average).

"**Renewal Term CPI**" means CPI established for the calendar year prior to the most recent February 1 preceding the Renewal Term, if a positive number.

"**Innovation Index**" means the fixed annual rate of increase in Subscription Fees based on improved Service functionality and performance that is a result of Workday's efforts and investment in product development and infrastructure.

7. Additional Scope of Use Terms.

Prism Analytics. Customer may import and utilize third party data (including any data services that Workday may make available to Customer) with PRA but only to the extent Customer has independently obtained all necessary rights and licenses to do so and Customer's use of such data is in compliance with such data provider's terms of use and applicable Laws. PRA is not provided in a PCI compliant environment so it may not be used for PCI data. Customer may monitor its own usage in PRA and manage Published Data Rows by unpublishing, filtering and republishing, or deleting data, in order to keep its usage of PRA below the Published Data Rows limits set forth above, or Customer may purchase additional Published Data Rows entitlements (set forth in the "**Growth and Expansion**" section above). Workday reserves the right to monitor the number of Published Data Rows by Tenant (or Instance as applicable) used by Customer. Customer understands that if at any time Customer exceeds the Data Limit then Customer may experience reduced performance of the Tenant (or Instance as applicable). "**Data Limit**" for each Tenant (or Instance as applicable) is the sum of the Published Data Row entitlement as set forth in the "**Subscription Rights Table**" above for a particular Tenant (or Instance as applicable) and any additional current Published Data Row entitlements purchased by Customer.

8. Customer Identification

Workday may use Customer's name and logo in lists of customers, in marketing and presentations, on its earnings calls, in releases, and on its website. Workday may also reference Customer's name in verbal format.

Further, at Workday's reasonable request and at Customer's reasonable discretion, Customer shall (1) make Customer's representative, as mutually agreed, available for reference calls with prospective Workday customers

or industry analysts; (2) work with Workday to produce a case study (in written or video format), that describes Customer's use of the Workday Service or portion of the Service and includes supporting quotes from Customer; (3) participate in or speak at Workday-hosted prospect events; and (4) be featured in a Workday Blog, Whitepaper, or Webinar if asked to do so.

WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

Customer may only use the Service SKUs subscribed to as indicated in the body of this Order Form.

Service	Product Line	Description
Core Human Capital Management	Human Capital Management	Workday Core HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday Core HCM includes global human resources management (workforce lifecycle management, organization management, worker profile, compensation, business asset tracking, absence, and employee benefits administration). Workday Core HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).
Talent Optimization	Talent Management	Talent Optimization includes talent and performance functionality (goals, development plans, employee performance reviews, talent and performance calibration, feedback, check-ins, succession, mentors and connections, competency management, talent pools, and talent matrix reports). Talent Optimization also includes features (if and when available) that enable organizations to optimize their workforce and workers to optimize their careers. It supports talent mobility by connecting an organization's workforce with internal opportunities matched to their skills, experience, and interests. It also guides workers and enables them to explore potential opportunities. This SKU requires customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service.
Cloud Connect for Benefits	Human Capital Management	Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.
Payroll for United States	Payroll	Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.
Learning	Talent Management	Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content using Media Cloud, and to leverage Workday HCM data to create targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content,

		and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience.
Media Cloud - No Fee	Platform and Product Extensions	Workday Media Cloud is a media content management system that consists of Workday's storage, encoding, caching, playback, streaming, and related service components as provided by Workday for customers of the Workday Service. A variety of learning content is supported by Media Cloud, including but not limited to video, packaged third-party content, and user-generated content.
Cloud Connect for Learning	Talent Management	Cloud Connect for Learning extends Workday Learning by providing integrations to third party content providers. This includes the ability to search third party learning course information, access learning courses, and, if and when available, track and retain records. This SKU requires an active subscription to Workday Learning. It also requires customers to maintain an active subscription to Innovation Services and opt in to the corresponding Innovation Service.
Recruiting	Talent Management	Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.
Core Financials	Financial Management	Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, financial consolidation, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing and revenue recognition. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including customer relationship management, electronic payments and customer payments via credit card.
Grants Management	Financial Management	Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant hierarchies. It also includes capabilities to calculate facilities and administration costs, and to bill and report to sponsors.
Financial Planning	Adaptive Planning	Financial Planning provides the ability for Customer to create financial planning models for the purpose of supporting the financial planning process. Workers may interact with the financial planning model for the purposes of data entry, forecasting, reporting, and analysis.

Prism Analytics Enterprise	Analytics and Reporting	Workday Prism Analytics is an analytics application that provides Workday customers the ability to blend and analyze Workday data and non-Workday data from multiple sources. Workday Prism Analytics includes a data repository for storage and management of data, data preparation tools for transformation and blending of data from various sources, and tools to explore and analyze the data.
Projects	Financial Management	Projects enables organizations to create and manage projects, initiatives, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include phases, tasks, and milestones as well as plan, staff, and track projects, capital projects, initiatives, and work efforts.
Time Tracking	Workforce Management	Workday Time Tracking supports an organization in collecting, processing, and distributing time data for its global workforce. Workday Time Tracking module includes the following capabilities: basic time scheduling, time entry (hourly, time in/time out), approvals, configurable time calculation rules, and reporting.
Expenses	Financial Management	Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration and spend analytics. Workday Expenses includes connectors that facilitate integration to partners that provide capabilities, including corporate card transactions and travel partners.
Procurement	Spend Management	Workday Procurement includes procure to pay functionality to address spend for goods and services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.
Inventory	Spend Management	Workday Inventory provides basic functionality for goods procured, stored, consumed and replenished within an organization. Workday Inventory includes the ability to define and place inventory in storage locations, count physical inventory and make necessary adjustments, value items in inventory, assign and manage different units of measure and replenish inventory using automatic re-order points. Workday Inventory is designed for tracking of internally used goods only and does not support use cases for external distribution (e.g., to customers or distributors).
Strategic Sourcing Essentials	Spend Management	Workday Strategic Sourcing supports organizations in sourcing goods and services from Suppliers. Workday Sourcing Essentials Package includes Sourcing Pipeline Platform, Sourcing RFx Engine, Sourcing eAuctions Platform, and

		Sourcing Dynamic Negotiations & Analytics (DNA). Supports unlimited Stakeholders and Suppliers.
Extend Essentials	Platform and Product Extensions	Workday Extend enables organizations to use extensions to Workday Service applications and to use custom applications with Workday Service applications, provided such extensions and applications were created under the Workday Extend Developer Program.

ORDER FORM #453363

Customer Name	St. Johns County, Florida
Workday Entity Name	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates beneath the parties' signatures on the Signature Document
Training Credit Order Term	18 months from the Order Effective Date
Training Subscription Order Term	July 16, 2024 to July 15, 2025
Currency	USD
Total Training Fees	84,910

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	84,910
	Total Payment Amount	84,910

SKU	Training Offering	Annual Rate	Quantity	Term	Total Training Fees
AK	Adoption Kit	6,000	1	1	6,000
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users	5,000	1	1	5,000
LODPAY10	Learn On-Demand – Payroll/Absence /Time Tracking Library 10 Initial Users	5,000	1	1	5,000
LODFIN10	Learn On-Demand – Financials Library 10 Initial Users	5,000	1	1	5,000

SKU	Training Offering	Annual Rate	Quantity	Term	Total Training Fees
LODTECH10	Learn On-Demand – Cross-Application Technology Library 10 Initial Users	5,000	1	1	5,000
				Total Training Fees	26,000

SKU	Training Offering	Price Per Credit	Quantity	Total Training Credit Fees
TC	Training Credits	685	86	58,910
			Total (TC) Training Fees	58,910

Customer Contact Information	Billing, In Care of
Contact Name	Tom Tibbitts
Street Address City/Town, State/Province/Region Zip/Postal Code Country	500 San Sebastian View St. Augustine, FL 32084 United States
Phone/Fax #	Phone: (904) 827-6872 Fax:
Email (Required)	ttibbitts@sjcfl.us

This Order Form is subject to and governed by the MSA. This Order Form located at
https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html ("**Training Terms**") and the Bulk
Training Credit Rates attached hereto as Addendum A (the "**Bulk TC Rates**"). In the event of a conflict between
the terms of the MSA, the Training Terms, this Order Form, and the attached Addenda, the order of precedence is
this (i) Order Form, (ii) Addendum A, (iii) the Training Terms, and (iv) the MSA. All remittance advice and invoice
inquiries shall be directed to Accounts.Receivable@workday.com.

ADDENDUM A - BULK TRAINING CREDIT RATES

The following rates apply to the bulk purchases of Training Credits made within the 12-month period following the Order Effective Date:

Prepaid Training Credits Acquired	Rate Per Training Credit
1-10	USD $ 800
11-25	USD $ 760
26-50	USD $ 735
51-75	USD $ 710
76-100	USD $ 685
101-249	USD $ 660
250+	USD $ 620

workday.

ORDER FORM #453429
DELIVERY ASSURANCE (FIXED FEE)

Customer Name	St. Johns County, Florida (**"Customer"**)
Workday Entity Name	Workday, Inc. (**"Workday"**) 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	See MSA effective date
Order Effective Date	The later of the dates beneath the parties' signatures on the Signature Document
Order Term End Date	February 18, 2026
Currency	USD
Total Consulting Fees	49,000.00

Number of Prism Use Cases	1

Customer Contact Information	**Billing Contact**
Contact Name	Tom Tibbits
Street Address **City, State, Zip Code** **Country**	500 San Sebastian View St. Augustine United States
Phone	Phone: (904) 209-0154
Email (Required)	ldaniels@sjcfl.us

This agreement (along with the tables above and Addendum attached hereto, this "**Document**") is entered into as of the Order Effective Date listed above, and is subject to and governed by the primary Service subscription agreement (the "**MSA**") between the Workday customer listed above ("**Customer**") and the Workday entity listed above ("**Workday**"). In the event of a conflict between the terms of this Document and the terms of MSA, the terms of this Document shall prevail with respect to the subject matter hereof. All capitalized terms not otherwise defined herein shall have the same meaning as in MSA. This Document is only valid and binding on the parties when executed by both parties and is further subject to the additional terms in Addendum A attached hereto.

Workday may extend the Order Term with respect to Workday's Delivery Assurance services without Customer's consent and at no additional cost to Customer, to the extent reasonably determined by Workday to be necessary or appropriate to perform the Delivery Assurance services.

Consulting Services and Scope. This Document describes Workday's Delivery Assurance consulting services ("**Delivery Assurance**" or "**DA**") that Workday shall perform for Customer. Any service, deliverable, feature, or functionality not expressly identified in Addendum A is not in the scope of this Document.

Fees and Payment. Workday will perform the Delivery Assurance on a fixed fee basis. The Total Consulting Fees as set forth above shall be invoiced upon execution of this Document. The fixed fee amount does not include related travel and expenses. Expenses shall be invoiced on a monthly basis as incurred. Invoices are due in accordance with the MSA. All remittance advice and invoice inquiries can be directed to AccountsReceivable@Workday.com.

Termination. Unless terminated in accordance with this Section, this Document automatically terminates upon the earlier of: (i) completion of the Delivery Assurance services provided hereunder, or (ii) the termination of the MSA. Either party may terminate this Document for cause on the same terms as it may terminate the MSA for cause. Upon receipt of any notice of termination, Workday shall immediately cease performance of the Delivery Assurance services and Customer shall pay Workday within thirty (30) days after the date of termination for all Delivery Assurance services performed by Workday (included partially completed services) and travel and living expenses incurred up to the cessation of such services. Notwithstanding any other provision to the contrary, termination or breach of this Document hereunder by either party for any reason shall not terminate nor give that party the right to terminate the MSA or any Order Forms thereto.

ADDENDUM A
ADDITIONAL TERMS – DELIVERY ASSURANCE

1. General

As part of Workday's Delivery Assurance services, Workday shall validate that Customer's deployment of the Service, as performed by a Workday services partner (**"Partner"**), follows the Workday deployment methodology and configuration standards. Workday is not responsible for the acts or omissions of any Partner or Customer personnel hereunder.

2. Description of Delivery Assurance Services

2.1 Checkpoint Review. Partner's consultant(s) and project manager responsible for Customer's deployment of the Service (collectively, the **"Partner Deployment Team"**) shall review the configured application (and applicable integrations and reports developed by the Partner Deployment Team or Workday) and provide output from applicable tools to the Workday team using a method specified by the Workday team..

2.1 Project Management Reviews.

   (a) Stage Reviews. Workday shall review Partner's project planning documents drafted during the Plan stage and the cutover plans detailing Customer's transition to the Service to determine whether the defined scope, tasks, and timelines are reasonable and align to the Workday deployment methodology.

   (b) Periodic check-in calls. Workday shall conduct scheduled calls with the Partner Deployment Team and Customer to discuss the overall state of the deployment and determine if the project is continuing to meet expected timelines and activities.

   (c) Steering Committee. Workday shall participate in Steering Committee meetings.

   (d) Other Activities. Workday shall participate in additional project-related activities, such as project status meetings, as needed.

3. Conditions

3.1 The parties understand and agree that the reviews and other services provided under this Document shall be performed 100% offsite, unless expressly agreed by the parties in writing. Any onsite work shall be pre-agreed to by both parties in writing.

3.2 Customer is responsible for the timely coordination of its internal and Partner resources and consultants shall facilitate regular participation of the Workday team in regular Steering Committee meetings. If Customer's actions or responsibilities hereunder are delayed or impact Workday's ability to perform the services for any reason, Customer understands and agrees that Workday may delay services, a Change Order may be required, and additional fees may be due.

3.3 The fees due under this Document are based on the deployment scope described in this Document and only cover work performed during the Order Term. Any changes to the scope may impact both the time required to complete the reviews and the total Fees. If Customer desires any changes to the scope, the additional work shall be subject to a separate agreement between the parties. This Document is non-cancelable and Fees are non-refundable.

3.4 Neither the SLA nor Service Credits apply to this Order Form.

4. Ownership

The recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, reviews, guidance, and other technical information provided or developed by Workday in the course of performing the activities contemplated by this Document, or co-developed by the parties hereunder, including all Intellectual Property Rights pertaining thereto are Workday Intellectual Property Rights and Workday Confidential Information. Workday reserves all rights in the content and related Intellectual Property Rights not expressly granted to Customer herein.

5. Warranty and Disclaimer

This Document is for consulting services rather than the Service. Accordingly, the warranties and related remedies in the MSA regarding the Service are inapplicable. Instead, Workday warrants that it shall perform its obligations set forth in this Document in a professional and workmanlike manner. As Customer's exclusive remedy and Workday's sole liability for breach of the foregoing warranty, Workday shall correct deficiencies at no additional charge to Customer, provided Customer gives written notice to Workday which describes any deficiencies within thirty (30) days of the performance of the deficient services. In the event Workday is unable to correct the identified deficiencies after good-faith efforts and at a commercially reasonable cost, Workday shall refund Customer prorated amounts paid for the defective portion of the services provided under this Document. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS DOCUMENT.

SERVICES AND SOFTWARE SUBSCRIPTION AGREEMENT

This Services and Software Subscription Agreement (this "**Agreement**"), dated as of the date of last signature (the "**Effective Date**"), is by and between Sherpa Government Solutions LLC (referred to as "**EUNA,**" as part of the EUNA brand of companies) and St. Johns County, a political subdivision of the State of Florida ("**Customer**"). EUNA and Customer are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**." The Parties agree as follows:

1. Definitions.

   a. "**Aggregated Statistics**" means data and information related to Customer's use of the SAAS Offering that is used by EUNA in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the SAAS Offering.

   b. "**Authorized User**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the SAAS Offering under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the SAAS Offering has been purchased hereunder.

   c. "**Confidential Information**" means any information relating to a Disclosing Party (as defined in Section 10), its business, technology, suppliers, licensors, resellers, distributors, customers, and third parties to whom the Disclosing Party has an obligation of confidentiality, whether in tangible or intangible form, which is either marked or designated as "confidential" or "proprietary," or disclosed under circumstances indicating its confidential or proprietary nature, or otherwise would be known to be confidential or proprietary by a reasonable person.

   d. "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the SAAS Offering or Professional Services, as applicable.

   e. "**Deliverable**" means all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the EUNA in the course of performing the Professional Services or providing the SAAS Offering, including any items identified as such in the applicable Order Form.

   f. "**Documentation**" means the applicable training, support, videos, and other documentation relating to the use of and access to the SAAS Offering provided by EUNA to Customer in any format and any error corrections, bug fixes, enhancements, improvements, new releases, maintenance releases and updates thereto provided by EUNA.

   g. "**Fees**" means the fees set forth in the applicable Order Form.

   h. "**Intellectual Property Rights**" means all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other Confidential Information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights.

   i. "**Order Form**" means the order form between the Parties that incorporates this Agreement.

   j. "**Public Facing Software**" means a portion of the Software made available by the Customer to members of the general public.

k. **"SAAS IP"** means the SAAS Offering and the Documentation. For the avoidance of doubt, SAAS IP includes proprietary data structures, database schemas, metadata, Aggregated Statistics and any information, data, or other content derived from EUNA's monitoring of Customer's access to or use of the SAAS IP but does not include Customer Data.

l. **"SAAS Offering"** means the software-as-a-service offering, including any integrated platform offering, as set out in the applicable Order Form.

m. **"Professional Services"** means the services set out in the applicable Order Form and any associated statement of work set out at Exhibit B ("Statement of Work"), if applicable.

n. **"Term"** has the meaning set forth in Section 11.a.

o. **"Third-Party Products"** means any third-party products described in the applicable Order From provided with or incorporated into the SAAS Offering.

2. <u>Professional Services</u>. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, EUNA shall provide to Customer the Professional Services in accordance with the applicable Statement of Work.

3. <u>Software Subscription</u>.

a. <u>Provision of Access</u>. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, EUNA hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 21) right to access and use the SAAS Offering during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. EUNA shall provide to Customer the necessary information to allow Customer to access the SAAS Offering. The total number of Authorized Users will not exceed the number set forth in the applicable Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

b. <u>Public Facing Software</u>. Notwithstanding the definition of Authorized Users, Customer is permitted to provide access to its constituents that are solely utilizing public facing functionalities of the SAAS Offering that do not otherwise require a specific license from EUNA.

c. <u>Documentation License</u>. Subject to the terms and conditions of this Agreement, EUNA hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 21) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the SAAS Offering.

d. <u>Optional Features</u>. EUNA shall provide all extensions, enhancements, and other changes, which are logical improvements to the SAAS Offering and to which EUNA makes generally available on a commercial basis, without charge, to any other licensee of the EUNA SAAS Offering. Updates do not include any new software products that are then made generally available on a commercial basis as separate, price-listed options or additions to the SAAS Offering nor do they include any Professional Services Fees that may be required for implementation.

e. <u>Software Use Restrictions</u>. Customer shall not use the SAAS Offering for any purposes beyond the scope of the access granted in this Agreement or the applicable Order Form. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the SAAS Offering or Documentation, in whole or in part; (ii) rent, lease, lend, sell,

license, sublicense, assign, distribute, publish, transfer, or otherwise make available the SAAS Offering or Documentation to a third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the SAAS Offering, in whole or in part; (iv) remove any proprietary notices from the SAAS Offering or Documentation; or (v) use the SAAS Offering or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or that violates any applicable law.

f. Suspension. Notwithstanding anything to the contrary in this Agreement, EUNA may temporarily suspend Customer's and any Authorized User's access to any portion or all of the SAAS Offering if: (i) EUNA reasonably determines that (A) there is a threat or attack on any of the SAAS IP; (B) Customer's or any Authorized User's use of the SAAS IP disrupts or poses a security risk to the SAAS IP or to any other customer or vendor of EUNA; (C) Customer, or any Authorized User, is using the SAAS IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) EUNA's provision of the SAAS Offering to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of EUNA has suspended or terminated EUNA's access to or use of any third-party services or products required to enable Customer to access the SAAS Offering; or (iii) in accordance with any such suspension described in subclause (i), (ii), or (iii), a ("**Service Suspension**"). EUNA shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the SAAS Offering following any Service Suspension. EUNA shall use commercially reasonable efforts to resume providing access to the SAAS Offering as soon as reasonably possible after the event giving rise to the Service Suspension is cured.

g. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, EUNA may monitor Customer's use of the SAAS Offering and collect and compile Aggregated Statistics. As between EUNA and Customer, all right, title, and interest in Aggregated Statistics, and all Intellectual Property Rights therein, belong to and are retained solely by EUNA. Customer acknowledges that EUNA may compile Aggregated Statistics based on Customer Data input into the SAAS Offering. Customer agrees that EUNA may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law. EUNA agrees to process Customer Data available in accordance with EUNA's privacy policy which is available upon request and online at https://eunasolutions.com/privacy-policy/.

4. Customer Obligations.

a. For Professional Services. In connection with the Professional Services, Customer shall:

(i) cooperate with EUNA in its performance of the Professional Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable EUNA to provide the Professional Services;

(ii) provide Cooperation, as defined herein, and perform Customer facing milestones and Customer deliverables necessary to enable EUNA to continue to perform under the Statement of Work; and

(iii) take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in EUNA's provision of the Professional Services.

b. For the SAAS Offering. In connection with the SAAS Offering:

(i) Customer agrees to be responsible and liable for all uses of the SAAS Offering and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer agrees to be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the SAAS Offering and shall cause Authorized Users to comply with such provisions.

(ii) EUNA may from time to time make Third-Party Products available to Customer, which shall be listed on the Order Form, if applicable. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products.

(iii) EUNA will use commercially reasonable efforts to implement the SAAS Offering. Customer acknowledges and agrees that Customer's timely provision of (and EUNA's access to) Customer's assistance, cooperation, and complete and accurate feedback, approvals, information, and data from Customer's officers, agents and employees as is reasonably requested by EUNA (collectively, "**Cooperation**") is essential to the implementation of the SAAS Offering, and that EUNA shall not be liable for any deficiency, delay or failure in implementing the SAAS Offering if such deficiency, delay or failure results from Customer's failure to provide Cooperation as required hereunder. Cooperation will include designating a project manager to interface with EUNA during the course of EUNA's implementation of the SAAS Offering. If Customer repeatedly fails to provide Cooperation, EUNA may terminate this Agreement in accordance with Section 10(b)(ii).

5. Fees and Expenses.

a. Fees. Except for Fees that Customer has successfully disputed, Customer shall pay the Fees without offset or deduction. Unless otherwise provided in the applicable Order Form, Customer shall pay the Fees in US dollars within forty-five (45) days from the date of the applicable invoice. If Customer fails to make any payment when due, without limiting EUNA's other rights and remedies: (i) EUNA may charge interest on the past due amount at the rate of 1% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) if such failure continues for thirty (30) days or more, and in addition to all other remedies available under this Agreement or at law (which EUNA does not waive by the exercise of any rights hereunder), EUNA may suspend Customer's and its Authorized Users' access to any portion or all of the Professional Services and the SAAS Offering until such amounts are paid in full.

b. Taxes. Customer is exempt by law from payment of State and local sales tax and federal excise tax but should this exemption change in the future, the Customer will inform EUNA of this change, allowing Euna to bill for necessary sales and/or excise taxes if appropriate and agreed to by both parties. EUNA shall pay and be solely responsible for any and all taxes, levies, duties and assessments such as payroll deductions and withholdings that apply solely with respect to EUNA or its employees. EUNA herein indemnifies and holds the Customer harmless from any liability on account of such payroll deductions and withholdings. The indemnity provision of this Paragraph shall survive the expiration or earlier termination of this Agreement. EUNA may not use Customer's tax-exempt status unless specifically authorized in writing in advance.

6. Service Levels and Support.

a. Service Levels. Subject to the terms and conditions of this Agreement, EUNA shall use commercially reasonable efforts to make the SAAS Offering available in accordance with the service levels set out in Exhibit D to this Agreement (the "**Service Level Agreement**").

b. Support. The access rights granted hereunder entitle Customer to the support services described in the documentation provided to the Customer during the Term. EUNA's support obligations extend solely to Customer's designated support contacts. Customer acknowledges and agrees that, as between Customer and EUNA, Customer shall be solely responsible to provide any and all support to all other third parties. Unless otherwise stated in the Statement of Work (Exhibit B) or Service Level Agreement (Exhibit D), EUNA shall not have any obligation to provide support services to any third parties.

7. Representations, Limited Warranties, and Disclaimer.

a. Representations. Each Party hereby represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required hereunder; and (ii) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is bound or any obligation of such Party.

b. Warranties for Professional Services. EUNA warrants that it shall perform the Professional Services:

(i) in accordance with the terms and subject to the conditions set out in the respective Statement of Work or Order Form and this Agreement;

(ii) using personnel of commercially reasonable skill, experience, and qualifications; and

(iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

c. Warranties for the SAAS Offering. EUNA warrants that during the Term, the SAAS Offering will conform in all material respects to the Documentation when accessed and used in accordance with the Documentation. EUNA does not make any representations or guarantees regarding uptime or availability of the SAAS Offering unless specifically identified in the applicable Service Level Agreement. In the event that the SAAS Offering does not meet the foregoing warranty, EUNA's sole obligation and Customer's exclusive remedy shall be for EUNA to perform the remedies set forth in the Service Level Agreement. THE FOREGOING WARRANTY DOES NOT APPLY, AND EUNA STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

d. Remedies. EUNA's sole and exclusive liability and Customer's sole and exclusive remedy for breach of the warranties in this Agreement shall be as follows:

(i) EUNA must cure any such breach; provided, that if EUNA cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Customer's written notice of such breach, Customer may, at its option, terminate this Agreement by serving written notice of termination.

(ii) For Professional Services, Customer's remedy for breach of the foregoing warranties shall be the re-performance of the relevant Professional Services free of charge. The foregoing remedy shall not be available unless Customer provides written notice of such breach within thirty (30) days after delivery of such Professional Service or Deliverable to Customer.

e. Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION OF THE AGREEMENT, THE PROFESSIONAL SERVICES, DELIVERABLES, SAAS OFFERING AND EUNA IP ARE PROVIDED "AS IS" AND EUNA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EUNA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION, EUNA MAKES NO WARRANTY OF ANY KIND THAT THE PROFESSIONAL SERVICES, DELIVERABLES, EUNA IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S, AN AUTHORIZED USER'S, OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER PROFESSIONAL, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

8. Intellectual Property.

a. Deliverables. All Intellectual Property Rights in and to the Deliverables except for any Confidential Information of Customer shall be owned by EUNA. EUNA hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Professional Services.

b. SAAS IP and Documentation. Customer acknowledges that, as between Customer and EUNA, EUNA owns all right, title, and interest, including all Intellectual Property Rights, in and to the SAAS IP and Documentation and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Products.

c. Customer Data. EUNA acknowledges that, as between EUNA and Customer, Customer either (i) owns all right, title, and interest, including all Intellectual Property Rights in and to the Customer Data, or (ii) has a valid license, with the right to sublicense the Customer Data. Customer hereby grants to EUNA a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for EUNA to provide the SAAS Offering to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. Customer represents, warrants and agrees that: (A) it will comply with applicable law, including the laws of the territories from which any Customer Data is obtained, in transmitting and in soliciting the transmission of, Customer Data into the SAAS Offering as contemplated under this Agreement; and (B) prior to transmitting (or soliciting the transmission of) any Customer Data to EUNA through the SAAS Offering, Customer shall have all applicable consents and approvals required for the transmission of such Customer Data to EUNA. Customer is responsible for the confidentiality and use of its passwords and account, and in no event shall EUNA be liable for any loss of information of the Customer or other claims arising from unauthorized access to the SAAS Offering as a result of the failure by Customer to protect the confidentiality of its passwords or account.

d. Prohibited Information. Except as necessary to utilize the SAAS Offering, Customer shall not transmit, disclose or otherwise provide (or cause or allow to be transmitted or provided to EUNA): (i) health insurance card or policy identification numbers, (ii) medical or health information, (iii) security code passwords, and/or (iv) data revealing race, ethnicity, political opinions, religion, philosophical beliefs or trade union membership (collectively, "**Prohibited Information**"). If Customer transmits or provides to EUNA any Prohibited Information, Customer shall indemnify, and hold EUNA harmless from and against,

any liability arising from the transmission to EUNA of any Prohibited Information, and EUNA shall have no liability or obligation whatsoever with respect to such Prohibited Information or Customer Data provided to EUNA.

e. Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to EUNA by mail, email, telephone, or otherwise, suggesting or recommending changes to any of EUNA's Intellectual Property Rights, including without limitation, the SAAS IP and new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), EUNA is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to EUNA on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and EUNA is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although EUNA is not required to use any Feedback.

f. Reservation of Rights. EUNA reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to the Professional Services or SAAS IP.

9. Confidentiality. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") Confidential Information; provided, however, that the obligations in this section do not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of the Receiving Party's breach of this Section; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in the Receiving Party's possession prior to the Disclosing Party's disclosure hereunder; or (iv) was or is independently developed by the Receiving Party without using any Confidential Information. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party protects its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable state public records law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party or (2) to establish a Party's rights under this Agreement, including to make required court filings. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the Receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10. Term, Termination, and Survival.

a. Term. The term of this Agreement (the "**Term**") commences on the Effective Date of this Agreement and will continue in effect for ten (10) years . The termination or expiration of an Order Form

will not affect or otherwise terminate this Agreement or any other Order Form covering other products or services in effect at such time.

b. <u>User Subscriptions</u>. All user subscriptions in an Order Form shall automatically renew for additional one-year at the end of the then current subscription term listed on the Order Form, unless the Customer gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term. The per-unit pricing during any such renewal term of the subscription shall be the same as that during the prior term unless EUNA gives written notice of a pricing increase at least thirty (30) days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall be limited to a max of three percent (3%).

c. <u>Termination for Convenience Due to Section 21</u>. In the event of an assign of this Agreement or the delegation of any of EUNA's obligations to any affiliate, subsidiary, or to any person acquiring all or substantially all of EUNA's assets, Customer may terminate this Agreement without cause by giving sixty (60) days advance written notice to EUNA of its election to terminate this Agreement pursuant to this provision.

d. <u>Termination for Cause</u>. In addition to any other express termination right set forth in this Agreement:

(i) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(ii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

e. <u>Effect of Expiration or Termination</u>. Upon expiration or earlier termination of this Agreement, EUNA will immediately cease providing any Professional Services and Customer shall immediately discontinue use of the SAAS Offering. Unless this Agreement is terminated for material breach that is incapable of being cured by EUNA, no expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund. In the event of Termination for Cause due to material breach by EUNA, EUNA shall, as its own expense, refund the fees paid by Customer for the remainder of the year of the Agreement in which the breach occurred.

f. <u>Non-Appropriation.</u> In the event Customer is not granted an appropriation of funds at any time during the Term, Customer shall have the right to terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to Customer, except as to the portion of the payments for which fund shall have been appropriated and budgeted. At least ninety (90) days prior to the end of Customer's fiscal period, Customer shall certify in writing that (1) funds have not been appropriated for the next fiscal period, (b); and (c) Customer has exhausted all funds legally available to pay EUNA.

g. Survival. The provisions of this Agreement which by their nature survive termination of this Agreement, including without limitation all warranties, indemnities, insurance, payment obligations, and the Customer's right to audit EUNA's books and records, shall in all cases survive the expiration or earlier termination of this Agreement.

11. Indemnification.

a. EUNA Indemnification - Infringement.

(i) EUNA shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the SAAS Offering or Professional Services, or any use of the SAAS Offering or Professional Services in accordance with this Agreement, infringes or misappropriates such third party's Intellectual Property Rights, provided that Customer promptly notifies EUNA in writing of such Third-Party Claim, cooperates with EUNA, and allows EUNA sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If a Third-Party Claim is made or appears possible, EUNA must (A) modify or replace the SAAS Offering or Professional Services or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use, or (C) terminate the license for the SAAS Offering and provide a pro rata refund to Customer. If either Party determines that neither alternative is reasonably available, either Party may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to the other Party

(iii) This Section will not apply to the extent that the alleged infringement arises from: (A) use of the SAAS Offering or Professional Services in combination with data, software, hardware, equipment, or technology not provided by EUNA or authorized by EUNA in writing; (B) modifications to the SAAS Offering or Professional Services not made by EUNA; or (C) Customer Data; or (D) Third-Party Products.

b. Indemnity

(i) EUNA shall indemnify, defend, and hold harmless Customer and its agents, officers, directors and employees ("Customer Parties") from and against any and all losses, damages, liabilities, costs, including reasonable attorneys' fees ("Losses") incurred by Customer Parties resulting from any third-party claim, suit, action or proceeding ("Third Party Claim") based on Company's gross negligence or willful misconduct.

(ii) To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, EUNA further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of EUNA and persons employed or utilized by EUNA in the performance of this Agreement.

(iii) To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, EUNA, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of EUNA.

(iv) This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

(v) If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

c. Customer Indemnification. Customer shall indemnify, hold harmless, and, at EUNA's option, defend EUNA from and against any Losses resulting from any Third-Party Claim (i) that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's Intellectual Property Rights and (ii) based on Customer's or any Authorized User's (A) negligence or willful misconduct; (B) use of the Services or SAAS Offering in a manner not authorized by this Agreement; (C) use of the Services or SAAS Offering in combination with data, software, hardware, equipment, or technology not provided by EUNA or authorized by EUNA in writing; or (D) modifications to the Services or SAAS Offering not made by EUNA, provided that Customer may not settle any Third-Party Claim against EUNA unless EUNA consents to such settlement, and further provided that EUNA will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

12. Limitation of Liability.

a. IN NO EVENT SHALL EUNA BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT EUNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. IN NO EVENT SHALL EUNA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO EUNA PURSUANT TO THIS AGREEMENT IN THE TWENTY-FOUR (24) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. ADDITIONALLY, IN NO EVENT WILL EUNA BE LIABLE FOR ANY CLAIM BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR REASONABLY SHOULD HAVE BEEN DISCOVERED.

c. Under no circumstances shall EUNA have any liability or responsibility for the accuracy of any Customer Data that is inputted into the SAAS Offering.

13. Press Release. The Parties may issue a joint press release announcing the launch of the SAAS Offering. Such press releases shall be subject to Customer's approval. Additionally, during the Term, EUNA may list Customer as a customer of EUNA, and Customer grants EUNA a non-exclusive, royalty-free, worldwide license to use any trademarks, service marks, or trade names of Customer in order to display such marks on EUNA's website and marketing materials, provided that Customer consents in advance in writing.

14. Information Security. Each Party will maintain reasonable administrative, technical and physical safeguards which are consistent with industry standards to protect the security, confidentiality and integrity

of, and to protect against threats or hazards to the integrity of, and the unlawful, intentional, unauthorized or accidental destruction, loss, alteration, theft, misappropriation, disclosure, access or use of the other Party's Confidential Information, Intellectual Property, and, in the case of EUNA, the Customer Data.

15. Export of Data.

a. Customer Data. Upon termination, cancellation, expiration, or other conclusion of this Agreement, EUNA must remove Customer Data from EUNA's production systems. Customer acknowledges that as part of a commercially reasonable backup strategy, EUNA does maintain long term archival backups that may continue to contain Customer Data after termination of this Agreement. EUNA agrees not to utilize such archival backups for the specific purpose of accessing Customer Data after termination of this Agreement, unless specifically authorized to do so by Customer.

b. Data Extraction. During the term of this Agreement, Customer may utilize the standard functionality of the SAAS Offering for its intended purpose, including the ability to download data and copies of documents loaded into or generated by the SAAS Offering. Customer shall have the right to retain a copy of all downloaded documents in perpetuity. During the term of and within thirty (30) days following termination of this Agreement, EUNA must extract Customer data from the SAAS Offering to be provided to Customer in mutually agreeable format. Custom data extracts will be scrubbed of all EUNA proprietary data structures. EUNA will have sixty (60) days to deliver the data extracts to Customer. Customer shall have thirty (30) days upon receipt of the data to review for acceptance.

16. Entire Agreement. This Agreement, including and together with any related Order Forms, exhibits, schedules, attachments, appendices, the County's RFP Documents, exhibits and all issued addenda under RFP #1480, and the terms and conditions specific to the SAAS Offering and Professional Services which within the Service Level Agreement, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Order Form (Exhibit C), the Order Form followed by the Service Level Agreement shall supersede and control. To the extent the Order Form links to legal terms other than this Agreement, those terms shall not apply.

17. Notices. Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Agreement shall be validly given when delivered as follows:

i. Hand delivered to the Party's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or

ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Attn: Leigh A. Daniels
Email Address: ldaniels@sjcfl.us

Sherpa Government Solutions LLC
Address: 363 W Erie Street, Floor 7
Chicago, IL 60654
Attn: General Counsel
Email Address: legal@eunasolutions.com

With a copy to:

St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Email: jferguson@sjcfl.us

Notices shall be deemed to have been given on the date of delivery to the mailing or email address listed above without regard to actual receipt by the named addressee. County and EUNA may each change the above addresses at any time upon prior written notice to the other party.

18. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

19. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

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

21. Assignment. Neither Party shall assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve either Party of any of its obligations under this Agreement. Notwithstanding the foregoing, EUNA may assign this Agreement and any of its rights or delegate any of its obligations to any affiliate, subsidiary, or to any person acquiring all or substantially all of EUNA's assets without Customer's consent but upon reasonable notice. Customer reserves the right to Terminate for Convenience in the event of assignment by Euna.

22. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

23. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by EUNA shall be under its own control, Customer being interested only in the results thereof. EUNA shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services and the provision of the SAAS Offering. Nothing in this Agreement shall give Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Services or the provision of the SAAS Offering. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

24. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

25. Choice of Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Florida, United States of America.

26. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the courts of the State of Florida, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Florida. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

27. Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the SAAS Offering or any Customer Data outside the US.

28. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

29. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

30. Force Majeure. "**Force Majeure Events**" means events that are not reasonably foreseeable and are beyond a Party's reasonable control, including without limitation acts of nature, labor disputes, the stability or availability of the Internet or a portion thereof, actions by a governmental authority (such as a moratorium on any activities related to this Agreement or changes in government codes, ordinances, laws, rules, regulations, or restrictions), telecommunication or Internet network failures or brown-outs, failures or unavailability of third party systems, networks or software, flood, earthquake, fire, lightning, epidemics, war, acts of terrorism, riots, civil disturbances, sabotage, power grid failures, and denial of service attacks and other hacking attacks. Neither Party shall be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from Force Majeure Events (except for any obligations of Customer to make payments to EUNA hereunder). The Party affected by the Force Majeure Event will promptly notify the other Party and will resume performance when the Force Majeure Event is no longer effective.

31. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

32. Government Use. The SAAS Offering, Documentation are "commercial items" as that term is defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. If the SAAS Offering or Documentation are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the foregoing will be only those specified in this Agreement. Customer's rights in the SAAS Offering and Documentation are limited to those expressly granted in Section 3.

33. Contract Claims/Disputes. If any dispute between Customer and EUNA arises under this Agreement and such dispute cannot be resolved by good faith negotiations at the field level between the Project Managers of the EUNA and County, such dispute shall be promptly escalated to the Senior Representatives of the Parties, upon request of either party, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving the dispute or disagreement.

    i.   The Senior Representative for Customer shall be the Chief Performance Officer.

    ii.   The Senior Representative for the Contractor shall be the supervisor of the Project Manager, or a principal of EUNA

If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the EUNA shall submit a Contract Claim as provided herein.

Prior to filing a Contract Claim, EUNA shall first exhaust all remedies set forth in this Agreement. Claims arising from this Agreement shall be filed with the Purchasing Director within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing by both parties, the EUNA is required to proceed with performance of the Services in accordance with the SOW. The Contract Claim shall include, at a minimum, the following:

    i.   The name and address of EUNA and any legal counsel; and

    ii.   EUNA's address to which Customer's rendered decisions shall be sent; and

    iii.   Identification, and a copy, of the final adverse decision or document that is the subject of the Contract Claim and any exhibits, evidence or documents which EUNA deems applicable to the issues raised in the Claim; and

iv. Identification of the administrative remedies provided for in this Agreement that were pursued prior to the Claim and the outcome; and

v. A statement of the grounds for each issue raised in the Contract Claim to be reviewed and the applicable provisions of this Agreement, as well as any applicable Laws, or other legal authorities which EUNA deems applicable to the Claim.

vi. During the Purchasing Director's review of the Contract Claim, the Purchasing Director may request additional information from the project team of both parties. The parties must provide the requested information within the time period set forth in the request. Failure of either party to timely comply may result in resolution of the Claim without consideration of the requested information.

vii. The Purchasing Director shall render a decision on the Contract Claim within twenty-one (21) calendar days of the deadline for receipt of all requested information. The written decision of the Purchasing Director shall be sent to EUNA at the address provided in the Contract Claim, or as otherwise agreed to by the parties.

viii. The decision for any Contract Claim by the Purchasing Director may be appealed by EUNA to the County Administrator. EUNA must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Purchasing Director's decision. Failure by the EUNA to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation, and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, unless EUNA takes legal action in Circuit Court.

34. Convicted and Discriminatory Vendor Lists, and Scrutinized Companies. EUNA warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. EUNA shall immediately notify Customer in writing if its ability to perform is compromised in any manner during the term of this Agreement.

35. Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of $1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Agreement, EUNA certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject EUNA to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., Customer may terminate this Agreement if a false certification has been made, or EUNA is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

36. Compliance with Florida Statute 287.138. Pursuant to 287.138 F.S., effective July 1, 2023, Customer may not enter into contracts which grants EUNA access to personal identifiable information if: 1) EUNA is owned by the government of a Foreign Country of Concern (as defined by the statute): (2) the government of a Foreign Country of Concern has a controlling interest in the entity; or (3) EUNA is organized under the law of or has its principal place of business in a Foreign Country of Concern. Customer shall be entitled to immediately terminate this Agreement with liability to ensure Customer's continued compliance with the statute.

Pursuant to 287.138 F.S., effective January 1, 2024, if EUNA may access, receive, transmit, or maintain personal identifiable information under this Agreement, EUNA must submit a Foreign Entity Affidavit to Customer. Additionally, effective July 1, 2025, EUNA shall submit a Foreign Entity Affidavit to Customer prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by Customer.

37. Anti-Bribery. EUNA, its Affiliates, and its Subcontractors shall at all times during the term of this Agreement comply with all anti-bribery and corruption laws that are applicable to the performance of this Agreement. EUNA represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. EUNA shall immediately notify Customer of any violation (or alleged violation) of this provision.

38. Equal Employment Opportunity. During the performance of this Agreement, EUNA agrees as follows:

EUNA will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. EUNA will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. EUNA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

EUNA will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

EUNA will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with EUNA's legal duty to furnish information.

EUNA will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by Customer, advising the labor union or workers' representative of EUNA 's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

EUNA will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

EUNA will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by Customer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of EUNA's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and EUNA may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

EUNA will include the provisions of paragraphs 14.16.1 through 14.16.2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. EUNA will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event EUNA becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, EUNA may request the United States to enter into such litigation to protect the interest of the United States.

39. Employment Eligibility and Mandatory Use of E-Verify.

   As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., EUNA and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

   a. EUNA shall require each of its Affiliates and subcontractors to provide EUNA with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. EUNA shall maintain a copy of such affidavit for the duration of this Agreement.

   b. Customer, EUNA, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

   c. Customer, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but EUNA otherwise complied, shall promptly notify EUNA and EUNA shall immediately terminate the contract with the subcontractor.

d. The EUNA acknowledges that, in the event that Customer terminates this Agreement for EUNA's breach of these provisions regarding employment eligibility, then EUNA may not be awarded a public contract for at least one (1) year after such termination. EUNA further acknowledges that EUNA is liable for any additional costs incurred by Customer as a result of Customer's termination of this Agreement for breach of these provisions regarding employment eligibility.

40. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

41. **Conflict of Interest.** EUNA represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder. EUNA further represents that no person having any interest shall be employed for said performance.

EUNA shall promptly notify Customer in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence EUNA's judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that EUNA may undertake and request an opinion of Customer, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by EUNA.

Customer agrees to notify EUNA of its opinion by certified mail within 30 days of receipt of notification by EUNA. If, in the opinion of Customer, the prospective business association, interest or circumstance would not constitute a conflict of interest by EUNA, Customer shall so state in the notification and EUNA shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to Services provided to Customer by EUNA under the terms of this Agreement.

42. **Examination of EUNA's Records.** Customer or its authorized representative shall, until the expiration of five (5) years after final payment under this Agreement, have access to, and the right to examine any directly pertinent books, documents, papers and records of EUNA supporting the products or services sold to Customer and the pricing associated with such products or services. If any such examination reveals that EUNA has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Agreement, then EUNA shall, at the election of Customer, either immediately reimburse to Customer or offset against payments otherwise due EUNA, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies Customer may have.

43. **Insurance Requirements.** All insurance policies shall be satisfactory to Customer and be issued by companies authorized and duly licensed to transact business in the State of Florida. EUNA shall furnish proof of insurance to Customer prior to execution of this Agreement. No Services shall commence under this Agreement until EUNA has obtained all insurance coverages required as stated herein. Certificates of insurance shall clearly indicate EUNA has obtained insurance of the type, amount, and classification as required herein. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until expiration or termination of this Agreement. Yearly renewal

certificates shall be provided to Customer . The types and amounts of insurance required under this Agreement do not in any way limit the liability of EUNA including under any warranty or indemnity provision herein or any other obligation whatsoever EUNA may have to Customer or others. Nothing in this Agreement shall limit EUNA to the minimum required insurance coverages stated herein. The term "Additional Insured" shall mean St. Johns County, its elected officials, officers, employees, agents and representatives. Certificates of Insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Purchasing Department

EUNA shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS. In claims against any person or entity indemnified under this Paragraph by an employee of EUNA, a Sub-contractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for EUNA or a Sub-contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

EUNA shall procure and maintain during the life of this Agreement insurance necessary to meet its obligations under this Agreement at the limits set forth in the Certificate of Insurance. Euna shall follow the guidelines as set forth below:

EUNA shall procure and maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of $2,000,000 per occurrence, $3,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Agreement, whether such services or operations are by EUNA or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

EUNA shall procure and maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of $300,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

EUNA shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of $2,000,000. A four-year tail policy shall be required upon termination/cancellation of required Professional Liability Coverage. EUNA's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

EUNA shall procure and maintain, during the life of this Agreement, Technology Errors & Omissions/Professional Liability with minimum limits of $5,000,000 per occurrence and aggregate. The Technology Errors and Omissions/Professional Liability Insurance shall cover EUNA and third

parties for, at a minimum, the following: Liability for Technology Products/Services, Data Breach, Media Content, Privacy Liability and Network Security. Coverage retro date shall be prior to commencement of Services under this Agreement.

EUNA shall require any subcontractors performing work under this Agreement to carry professional liability insurance with limits not less than $2,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Agreement.

EUNA shall procure and maintain during the life of this Agreement, Cyber Liability insurance with minimum limits of $2,000,000.00.

EUNA shall procure and maintain during the life of this Agreement, Crime Coverage with minimum limits of $2,000,000 per occurrence.

The required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. EUNA shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve EUNA of its responsibility herein. Upon written request, EUNA shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of EUNA. County has no obligation or duty to advise EUNA of any non-compliance with the insurance requirements contained in this Section. If EUNA fails to obtain and maintain all of the insurance coverages required herein, EUNA shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had EUNA complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

44.   Subcontractors. EUNA may subcontract with other Suppliers in order to perform portion(s) of the Services under this Agreement. However, EUNA must notify the Customer of any such proposed subcontractors, and Customer shall provide written approval of the use of any such subcontractors prior to any Services being performed by subcontractors. The use of subcontractors does not relieve EUNA of any of the requirements or obligations under this Agreement, and EUNA expressly understands that EUNA is responsible for any acts or omissions to the same extent as if the subcontractors were employees of EUNA.

[signature page follows]

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

St. Johns County, Florida

Legally Sufficient:

By_____

Name:

Title:

Date:

ATTEST: Clerk of Circuit Court &
Comptroller, Brandon J. Patty

Deputy Clerk:

Date

Sherpa Government Solutions LLC

By_____

Name:

Title:

Date:

1.0 Quote for Software

1.1 Software Description
- Annual BFM subscription
- Unlimited BFM users
- Two (2) environments
- Sherpa reporting (27 reporting profiles)
- Annual upgrades

1.2 Software Pricing

Product	Year	Estimated Subscription Dates	Cost
Budget Formulation and Management Subscription (BFM)	1	8/1/2024 – 9/30/2025	$136,816.82
BFM	2		$136,816.82
BFM	3		$136,816.82
BFM	4		$141,605.41
BFM	5		$146,561.60
BFM	6		$151,691.25
BFM	7		$157,000.45
BFM	8		$162,495.46
BFM	9		$168,182.50
BFM	10		$174,069.20

2.0 Quote for Services

2.1 Assumptions
- Implementation will take place remotely
- Grants, including Grantee/Grantor is excluded from the implementation services.

2.2 Milestones

#	Milestone Description	Cost
1	Initial Conversion - Chart of Accounts, budgets, and actuals	$42,741.79
2	Operating Go-Live	$107,815.54
3	Budget Management	$74,633.74
4	Budget Forecasting	$56,904.75
5	Budget Book	$40,465.60
	Total	$322,561.43

2.3 Fixed Price

All milestone deliverables are fixed priced and not to exceed. Fixed fee pricing shall not be further limited by an hour's cap on services.

2.4 Payment of Milestones

Payment will be due upon completion and acceptance by the Customer. See Exhibit Milestone Acceptance.

3.0 Optional Software and Services

3.1 Software

If the Customer selects optional software, we will provide an estimate for associated services.

Software	Description	Amount
Sherpa Publishing Software	• Annual Charge • Unlimited users • Required for complex publication requirements • One (1) environment	$45,000.00

3.2 Services

Service	Description	Amount
Enhanced Support (Annual)	• Customer has a BFM Administrator who serves as a level 1 support and uses Sherpa to augment Administration duties.	$61,800.00
Full Administrative Support (Annual)	• Sherpa performs all administrative tasks for the Customer • Typically used if the client experiences turnover of trained resources	$123,600.00R

Service	Description	Amount
Publishing Enhanced Support (Annual)	• Useful if there are large amounts of annual changes to book layouts	$25,000.00

Full support matrix included in Exhibit B, Section 9.1

3.3 Professional Services Rate Card

Following is the Sherpa rate card for additional services not described in the Statement of Work. These rates apply for any add-on work required beyond the scope of this contract. On-site rates are inclusive of travel and assume 24 billable hours per trip. Such rates shall be fixed for a period of three years from the Effective Date. Thereafter, Sherpa may increase rates no more than once in any twelve-month period on sixty (60) days' prior written notice to the County. No such increase shall exceed five percent (5%) of the rates charged in the immediately preceding year. Travel will be reimbursed in accordance with Florida Statute 112.

Role	Description	Amount
Principal Consultant	• Hourly professional services - Offsite	$225/hour

4.0 Invoices

Sherpa invoice should be sent to: St. Johns County Office of Performance & Transparency

Contact Name: Tom Tibbitts, ERP Architect

Address: 500 San Sebastian View, St. Augustine, FL 32084

Email: ttibbitts@sjcfl.us

1.0 Scope of Work

This Fixed Fee SOW is for the implementation of Sherpa's Budget Formulation Management (BFM) and Reporting software for the Customer, including functionality to support the Clerk of Court, in concert with the implementation of Workday ERP software. BFM software is a cloud-based software hosted by or at Amazon Web Services (AWS) that is used to satisfy the Customer's requirements for budget development, forecasting, monitoring and budget management processes as defined below:

1.1 Organizational Scope
Cognizant will perform project oversight for the implementation of Workday ERP software which includes the implementation of Sherpa's BFM.
- Cognizant will ensure the coherence of the various parts of the project and project status reporting.
- Sherpa is the principal entity obligated to execute the work under the SOW.

1.2 Functional Scope
The Customer will use the system to manage the development of operating, personnel and capital budgets. BFM will provide forecasting, analytic, and scenario planning tools. In addition, the Customer expects to use the budget tool to prepare long-term forecasting for the Customer that projects and analyzes expense and revenue trends, expected capital expenditures, capital needs, and other cost and revenue drivers for the organization.

Sherpa will deliver the following functional requirements as referenced in the table below:

#	Functional Area	Use Case	Requirement
202	Budgeting	Adjust the budget	System maintains a history for all budget adjustments, so users can see the original budget and all amended budgets.
203	Budgeting	Adjust the budget	Ability to identify a budget adjustment as one-time (this year only) or permanent (affect future base budgets).
204	Budgeting	Adjust the budget	Ability to enter comments with no character limit on budget adjustment requests.
205	Budgeting	Adjust the budget	Ability to record and track multiple different budget amendment types during the year and inquire on the adjustments after the fact (one-time vs. recurring, Board Letter, etc.).
206	Budgeting	Budget for personnel	System can maintain record of positions that are currently vacant and allow for these positions to be included in the budget without assigning a person.

	Functional Area	Element	Requirement
207	Budgeting	Budget for personnel	System will allow one or more funding sources to be identified to cover the cost of an individual position and allow for a user-defined allocation by each funding source.
208	Budgeting	Budget for personnel	Users can submit new position requests as part of the budget process.
209	Budgeting	Budget for personnel	System can calculate position costs (wages and benefits) based on incumbent.
210	Budgeting	Budget for personnel	System allows positions to be budgeted by a total dollar amount, FTE percentage, or total number of hours.
211	Budgeting	Budget for personnel	System can calculate position cost for employee that is moving to a new position by including the salary of the new position and maintaining the employee's current benefit election costs.
212	Budgeting	Budget for personnel	Ability to enter globally or provide calculation-only fields for: number of pay periods for upcoming budget year.
213	Budgeting	Budget for personnel	Ability to enter globally or provide calculation-only fields for: Medicare calculation based on wages.
214	Budgeting	Budget for personnel	Ability to enter globally or provide calculation-only fields for: retirement system calculation based on wages.
215	Budgeting	Budget for personnel	Ability to enter globally or provide calculation-only fields for: workers' comp calculation based on the combination of wages and a fixed rate.
216	Budgeting	Budget for personnel	Ability to enter globally or provide calculation-only fields for: health insurance costs.
217	Budgeting	Budget for personnel	Ability to enter globally or provide calculation-only fields for: scheduled merit increases.
218	Budgeting	Budget for personnel	Ability to enter globally or provide calculation-only fields for: scheduled cost of living adjustment (COLA).
219	Budgeting	Budget for personnel	Ability to enter globally or provide calculation-only fields for: other pay factors as identified by the County.
220	Budgeting	Budget for personnel	Ability to perform position budgeting that includes the calculation of benefits specific to the type of position being budgeted. (i.e., benefits for new hire over 30 hours per week).

#	Functional Area	Use Case	Requirement
221	Budgeting	Budget for personnel	System has integrated position budgeting functionality with the Payroll and HR modules.
222	Budgeting	Budget for personnel	System can calculate new budget implications of live pay changes (e.g. raises & transfers) performed during the budget development cycle.
223	Budgeting	Budget for personnel	Ability to calculate preliminary salary and benefits for unapproved/requested positions.
224	Budgeting	Budget for personnel	Ability to budget for hourly and seasonal partial-year positions and other non-full-time positions.
225	Budgeting	Budget for personnel	Ability to budget for fixed term and limited term positions.
226	Budgeting	Budget set up	Budgets can be created on a bi-annual basis.
227	Budgeting	Budget set up	Ability to require budgets made at the object level of the COA.
228	Budgeting	Compile budget requests	System can maintain a requested, recommended, and approved budget.
229	Budgeting	Compile budget requests	Ability to view progress by departments in budget preparation, as defined in user setup.
230	Budgeting	Compile budget requests	Ability to approve all requested budget amounts at the same time, or all requests for a defined department or account range.
231	Budgeting	Compile budget requests	Ability to configure security access to budget development and view based on department and organization.
232	Budgeting	Compile budget requests	Ability to perform budget preparation global changes (e.g. fringe benefits, merit increases, inflation).
233	Budgeting	Compile budget requests	Ability to allocate costs globally or to individual departments based upon percentage increase/decrease.
234	Budgeting	Compile budget requests	Ability to allow for users to input and view internal review comments per budget item/line.
235	Budgeting	Compile budget requests	Ability to limit changes within the unadopted budget after a certain point in the budget process has been reached, and require appropriate user authorization to implement any changes.

	Concept Area	Use Case	Description
245	Budgeting	Control expenditures to remain within budget	Ability to restrict transfers to/from specific accounts (e.g. Payroll).
246	Budgeting	Control expenditures to remain within budget	Ability to restrict budget transfer requests to specific accounts by user or department (e.g. can only request transfer from user's own department).
247	Budgeting	Create a budget request	Users can submit budget requests for approval.
248	Budgeting	Create a budget request	Users can attach supporting documentation to budget requests.
249	Budgeting	Create a budget request	Users can view their previously denied budget requests.
250	Budgeting	Create a budget request	Budget requests can be zero based or based on prior year budget, actuals, or forecast.
251	Budgeting	Create a budget request	System allows users to choose to copy previous year's budget request into the new request by each line item.
252	Budgeting	Create a budget request	System copies notes associated with line items copied from the previous budget.
253	Budgeting	Create a budget request	System allows users to calculate line-item request by taking a percentage of the previous year's budget.
254	Budgeting	Create a budget request	Users can link specific expenditures to specific revenue sources in their budget requests.
255	Budgeting	Create a budget request	Users can see previous years' labor history (hours by code by department or individual staff) to facilitate chargebacks to departments.
256	Budgeting	Create a budget request	Users can create detailed line item descriptions for each budget line.
257	Budgeting	Create a budget request	Ability to allow for departmental budget entry in an account listing style, such as by account, functional area, etc.
258	Budgeting	Create a budget request	Ability to customize budget scenarios based on specific department scenarios and global scenarios (E.g. global increase, department % decrease).
259	Budgeting	Create a budget request	Ability to identify capital items in the budget with a capital item descriptor, specific to accounts.

#	Functional Area	Use Case	Requirement
260	Budgeting	Create a budget request	Ability to generate proposed budget data by extrapolating multi-year historical financial data using user-defined criteria/specifications.
261	Budgeting	Create a budget request	Ability to limit user entry of specific accounts vs. central office budget planning (salaries).
262	Budgeting	Create a budget request	Ability for each department to customize their budget entry view, including the option to show previous two years actuals, current year estimated to date, current year actuals to date, and budget to actual variances.
263	Budgeting	Create a budget request	Ability to set a default budget entry view.
264	Budgeting	Create a budget request	Ability for users to directly inquire by account on current and prior years actual activity during budget entry (i.e. drilldown on financial detail).
265	Budgeting	Create a budget request	Ability to import developed budget information, developed in Excel, into the budget planning system. Users can use the upload process for some line items and enter other line items via budget entry screen.
266	Budgeting	Create a budget request	Ability to plan future-dated transfers or change of positions between departments/funds.
267	Budgeting	Create a capital budget	Users can submit requests for capital projects to be included in the capital plan.
268	Budgeting	Create a capital budget	Capital budgets can be prepared on a 5-year rolling basis.
269	Budgeting	Create a capital budget	Users can specify expected funded sources when submitting capital project requests.
270	Budgeting	Create a capital budget	Ability to classify capital project requests and provide reporting by classification or type (County can configure the categories).
271	Budgeting	Create a capital budget	Ability to enter CIP general information and project categorization (e.g. description, map reference, notes).
272	Budgeting	Create a capital budget	Ability to rank CIP projects based on selected criteria and score against this criteria.
273	Budgeting	Create a capital budget	Ability to apply inflation factors to costs of CIP projects in years beyond the budget years.

274	Budgeting	Create a capital budget	Ability to track budget and expense by project, sub-project, and phase.
275	Budgeting	Create budget book	System can create a budget book document using the approved budget data and historical data.
276	Budgeting	Create budget book	System can create charts and graphs for the budget book using a connection to system data. If the data in the system is updated, the charts and graphs will automatically update.
277	Budgeting	Create budget book	System can store multiple versions of the budget book.
278	Budgeting	Create budget forecast	Users can create revenue estimates based on prior year actuals and percentage change.
279	Budgeting	Create budget forecast	System can store multiple budget forecasts.
280	Budgeting	Create budget forecast	System maintains history of previous years' budget forecasts to facilitate comparisons between forecasted amounts and actual expenditures/revenues.
281	Budgeting	Create budget forecast	System can generate multi-year expenditure forecasts based on budget data and user inputs (e.g. percentage increase from previous year, flat increase, etc.).
282	Budgeting	Create budget forecast	Ability to perform budget forecasting that incorporates planned salary and benefit adjustments at an employee, position, or organization-wide level.
283	Budgeting	Create budget forecast	Ability to provide forecast intervals for short-term (1-2 years), intermediate (3-4 years), and long-term (5 years) for the entire County as well as by object and department.
284	Budgeting	Create budget forecast	Ability to perform budget forecasting that incorporates planned salary and benefit adjustments by either percentage, flat rate, or other variable to salaries and/or benefits provided by position, department, start and end date, or for other groups/all employees.
285	Budgeting	Create non-financial performance measures	Ability to develop tables to accommodate input of performance measures (e.g., transactions processed, number of staff/customer, etc.).
286	Budgeting	Create non-financial performance measures	Ability to establish non-financial strategic objectives and track actual performance against these objectives.

#	Functional Area	Use Case	Requirement
287	Budgeting	Create non-financial performance measures	Ability to import files with defined file formats from other external systems into the performance budgeting system to reflect actual performance tracked in other external systems.
288	Budgeting	Create non-financial performance measures	Ability to associate performance indicators and metrics to chart of accounts segments.
289	Budgeting	Report on the budget	Users can view budget to actuals by category, department, or fund.
290	Budgeting	Report on the budget	System can create year-end estimates of expenses and revenues based on actual year to date amounts.
291	Budgeting	Report on the budget	Ability to generate report that shows each employee's salaries, benefits, and total cost for all employee types (part-time, full-time, etc.) by fund or department.
292	Budgeting	Report on the budget	Ability to report on any budget version or type (e.g. show actuals, original budget, revised budget, etc. by account on a single report).
293	Budgeting	Report on the budget	Ability to provide a public portal for disseminating budget information.
294	Budgeting	Rollover the budget	System supports budget rollover process at the end of the year to roll forward unspent budget to the next budget year.
295	Budgeting	Rollover the budget	User can select accounts to rollover to the next year and submit for approval via a workflow.
1106	General and Technical	Administering system operations	System includes the appropriate administrative and programming toolsets to configure, modify, and customize the software applications.
1108	General and Technical	Archiving data	System can provide authorized end user query access to archived records as per the organization's record retention policy.
1109	General and Technical	Archiving data	System has the ability to preserve historic transactional integrity when master data changes (e.g. chart of account changes but old transactions are still linked to old accounts).
1111	General and Technical	Data analysis	System should include an easy to use report generator, with all data downloadable to MS Excel spreadsheet open-source file format such as .csv or .txt format for ad hoc reporting.

1112	General and Technical	Data analysis	System allows on screen data to be downloadable to MS Excel spreadsheet or open-source file format such as .csv or .txt format for ad hoc reporting.
1114	General and Technical	Data analysis	System allows for additions or deletions of fields from a query or report.
1115	General and Technical	Data analysis	System has report writing capabilities with data organization structure consistent between all application modules.
1116	General and Technical	Data analysis	System can run reports and queries without impacting system performance.
1117	General and Technical	Data analysis	System has the ability to retrieve information from multiple tables/files.
1118	General and Technical	Data analysis	System has the ability to specify desired subtotal breaks and totaling fields.
1119	General and Technical	Data analysis	System has the ability to obtain reports in different sort sequences.
1120	General and Technical	Data analysis	System has the ability to make minor alterations to previously defined reports and queries.
1121	General and Technical	Data analysis	System has the ability to prepare reports and queries from any accounting period and across periods.
1122	General and Technical	Data analysis	System has the ability to set up menus of created reports and queries for easy access and printing.
1123	General and Technical	Data analysis	System has the ability to set up reports to accommodate optimized page size and layout (e.g. portrait and landscape orientations).
1124	General and Technical	Data analysis	System allows a user to select any account or range of accounts in the chart of accounts for inclusion in reports or queries.
1125	General and Technical	Data analysis	System has "Wildcard" and/or "Keyword" capability to allow easy accessing of a range of values when creating reports or queries.
1126	General and Technical	Data analysis	System has the ability to quickly access a range or set of accounts for report creation by specifying a fund, account, department, division, and/or account type.

#	Functional Area	Use Case	Requirement
1127	General and Technical	Data analysis	System has the ability to define how data is displayed, including commas, decimal points, dollar signs, +/- signs, right or left justified, etc.
1128	General and Technical	Data analysis	System has the ability to "drill down" allowing a user to begin with a summary level screen/report and inquire on progressively more detailed (i.e., source) transactions.
1129	General and Technical	Data analysis	System has the ability to execute reports with an "as of" date.
1130	General and Technical	Data analysis	System allows search criteria on reports to be not-exact matches, partials, or similar.
1133	General and Technical	Data analysis	System allows users to perform inquiries and searches by any field available.
1134	General and Technical	Data analysis	System has the ability to report and query on all user defined fields.
1136	General and Technical	Entering data	System can control entry of data to ensure user enters data into all required fields on the screen.
1137	General and Technical	Entering data	System can allow for data entry fields to automatically default to a specific value (e.g., date fields should default to current date).
1140	General and Technical	Entering data	System has the ability for transactions in one module to not block, delay, or otherwise interfere with transactions in other modules.
1141	General and Technical	Entering data	System provides free form comments fields for all transactions – prior to posting or after the fact (multiple un-editable comments with user stamping and date stamping).
1142	General and Technical	Entering data	System has the ability to effective date transactions or updates to master data (i.e. benefits premiums during open enrollment).
1143	General and Technical	Integrating and interfacing	System can import/export non-configuration data (e.g. transaction data) to/from a common data interchange format (e.g. ASCII, XML, etc.) with proper security restrictions.
1144	General and Technical	Integrating and interfacing	System allows for all data import functions in the system to observe all pre-set data validation rules to enforce data/database integrity.

#	Functional Area	Use Case	Requirement
1145	General and Technical	Integrating and interfacing	Ability to support web services as a means of real-time data exchange with other applications.
1146	General and Technical	Integrating and interfacing	System provides API's for ease of integration.
1147	General and Technical	Integrating and interfacing	System can apply security restrictions to all imports performed by a user.
1148	General and Technical	Interfacing for users	System ensures that all features and functions within the application will be available and operate identically regardless of the user interface that is used (i.e., web-based or client-based, tablet vs. laptop, etc.).
1152	General and Technical	Interfacing for users	System allows multiple screens to be open simultaneously within the same session.
1153	General and Technical	Interfacing for users	System allows unused data elements to be removed, hidden, or modified without compromising the ability to perform system updates that will result in these changes being lost.
1154	General and Technical	Interfacing for users	System has the ability to modify pull down menus and pick lists, with proper security authorization.
1157	General and Technical	Manage multiple environments	System has the ability to transfer only selected configurations / data between environments (doesn't require copying all data / configurations).
1161	General and Technical	Managing data	System has the ability to interact with the relational database and offer robust querying and analysis tools that do not require programming knowledge, allowing users to pick and choose fields, link tables, and establish criteria under appropriate security controls.
1163	General and Technical	Managing data	System has ability to access system database tables directly via API's with the ability to specify read versus write access
1164	General and Technical	Managing data	System has the ability to add user-defined data fields and tables to meet changing requirements.
1165	General and Technical	Processing errors	System can customize or modify system provided error messages and store/log for future review and reporting. Error messages should be meaningful to the user versus being of a technical nature.

#	Functional Area	Use Case	Requirement
1166	General and Technical	Processing errors	System allows user defined reporting from the error log.
1167	General and Technical	Processing errors	System allows the system administrator or designated end-users to view the error log to provide support for the users.
1168	General and Technical	Processing forms	System can provide an integrated Forms Solution that allows for custom developed forms within the system that can be integrated with processes without having to modify application code.
1169	General and Technical	Processing forms	System allows for trained users to customize forms without the need for Vendor assistance. Customized forms will not break when future updates are applied.
1170	General and Technical	Processing forms	System provides the ability for all forms created within the vendor's solution to be stored to allow for future use of that form within the vendor's solution.
1171	General and Technical	Processing workflow	System has the ability to attach supporting documents to transactions or profiles (e.g. contract document, vendor W-9 to vendor record, etc.)
1172	General and Technical	Processing workflow	System has the ability to provide workflow functionality, automating business processes within the system that can be controlled and managed by a trained end-user.
1173	General and Technical	Processing workflow	System can set up workflows to allow for user-defined levels of approval.
1174	General and Technical	Processing workflow	System provides audit trail history of transaction approvals.
1175	General and Technical	Processing workflow	System has the ability to limit backdating of critical transaction dates (Hire date, purchase date,etc).
1176	General and Technical	Processing workflow	System provides workflow functionality that allows users to lookup a transaction and see the status in an approval tree.
1177	General and Technical	Processing workflow	System provides workflow functionality that is role-based such that departments can perform approvals in a "person independent" manner.
1179	General and Technical	Processing workflow	System has workflow functionality that allows a user to enter text and/or attach a document indicating the reason for the

			rejection and allows for complete viewing of this text by the user receiving the rejection notice.
1181	General and Technical	Processing workflow	System has the ability to provide workflow functionality that allows for items to be put into workflow with a combination of parallel and/or sequential approvals. [sequential only]
1182	General and Technical	Processing workflow	System provides workflow functionality to approve, forward, hold, or reject items upon reviewing.
1183	General and Technical	Processing workflow	System allows for notification of the results of a workflow step to be sent to a user via email or be viewable internally within the application. The specific type of notification (email or internal to application) can be customizable for each individual user.
1187	General and Technical	Security and auditing	Ability to use Azure Active Directory (AD) or integrate with cloud-based Single Sign On (SSO) solutions via SAML.
1189	General and Technical	Security and auditing	The system must have the ability to prevent, detect, contain, and recover from security threats such as malware injection, side channel attacks, exploitation of API vulnerabilities, or distributed denial of service (DDoS) attacks.
1190	General and Technical	Security and auditing	The system must provide detailed logs for forensic investigation of security incidents, that can aid in identifying the nature and extent of the affectation, including the data that was exfiltrated or compromised.
1191	General and Technical	Security and auditing	System has the ability to restrict access for add/update/view/delete at the transaction level.
1193	General and Technical	Security and auditing	System has the ability to deliver security in a layered format (i.e. data, database, application, network physical).
1194	General and Technical	Security and auditing	System has the ability to provide security reporting settings to capture security activity and events. (e.g. unauthorized security access attempts)
1195	General and Technical	Security and auditing	System has the ability to restrict a user's access to specific screens.
1196	General and Technical	Security and auditing	System can define standard security roles for entry, query, and reporting.

#	Functional Area	Use Case	Requirement
1197	General and Technical	Security and auditing	System has the ability to provide security at the record level.
1198	General and Technical	Security and auditing	System has the ability to configure security access to restrict a user's access to individual fields.
1199	General and Technical	Security and auditing	System has the ability to maintain system security controls while using the system on mobile devices.
1200	General and Technical	Security and auditing	System has the ability to restrict user access to fields based on a certain range (e.g. a range of accounts).
1201	General and Technical	Security and auditing	System has the ability to log all transactions and master data changes in a detailed permanent audit trail, by user ID, based on user login.
1202	General and Technical	Security and auditing	System has the ability to provide role based system security; must be configurable and must establish rules for editing.
1203	General and Technical	Security and auditing	System allows for an administrator to change a user's status to inactive.
1205	General and Technical	Security and auditing	System has the ability to support the encryption of end-to-end data communications.
1206	General and Technical	Security and auditing	System has the ability to support the encryption of stored data in the database.
1207	General and Technical	Security and auditing	System has the ability to apply security restrictions to report writer utilities.
1208	General and Technical	Security and auditing	System has the ability to apply security restrictions to all data connections such as ODBC, JDBC, OLE.
1209	General and Technical	Security and auditing	System has the ability to differentiate access between ability to view versus update for specific data elements.
1210	General and Technical	Security and auditing	System has the ability to restrict the accessing of security configuration and audit logs based upon user profiles or administrator level settings.
1211	General and Technical	Security and auditing	System can restrict System Administrator account from performing transactions on the system.
1212	General and Technical	Security and auditing	System has the ability to monitor concurrent users accessing the database through the application (e.g. open connections).

	Functional Area	Impact	Requirement
1214	General and Technical	Security and auditing	System has the ability to allow management to review the system administrator's and any user activities.
1215	General and Technical	System updates	System has the ability to retain user preferences when new updates and/or upgrades are applied.

2.0 Implementation Methodology

Sherpa applies a specific Budget System Implementation Methodology (BSIM) for implementing BFM. BSIM applies a software package implementation approach with specific tasks and activities designed around public sector budgeting requirements. Following is an overview of the methodology performed by Sherpa:

1. **Establish the Sherpa Budget Environment**. Sherpa will install BFM. This is generally installed prior to the first workshop to provide the basis for rapid configuration and prototyping to accompany the workshops. Sherpa will convert as much Chart of Accounts (COA), budget, and actual data as possible before the first workshop.

2. **Process Workshops**. Sherpa workshops review the major steps in the budget process, analyzing and assessing the Customer's detailed requirements.

3. **Reports Review**. Sherpa will conduct workshops to identify the source of every field in all required documents. This facilitates confirming the requirements for system configuration and any additional data and reporting requirements.

4. **Prepare the System Administration Guide**. The guide will outline the future state processes from an administrative perspective, detailing the steps for the future client Administrator to maintain the system. The System Administration Guide will be continuously updated throughout the entire engagement, led by the Customer, and supported by the consultant.

5. **System Configuration**. Sherpa with the support of the project team will configure the budget forms, workflow, personnel cost forecasting and security. Revisions to the configuration settings or budget process will be reflected in revisions to the System Administration Guide.

6. **Data Conversion**. Sherpa will import current year budget and financial data and prior years of financial history required for the first budget cycle. Sherpa will prepare validation reports and the Customer's project team will confirm the results.

7. **Testing and Training Process**. As forms and processes are configured, the project team will unit test each process including supporting reports.

   - The Customer budget project team (2-3 people) will test the forms and reports as they are available. Changes are made as needed.
   - The Customer will use Sherpa's provided End User guide templates as a basis to create the user guides. The Customer will create the guide as they perform initial testing and update

the guides as testing progresses. Guides generally include the Customer's policies integrated with system procedures.

- Key department volunteers are identified early in the project and are given initial system training and follow the user guides to test the system. Users have production access and continue their work from their desks. This is critical to provide real system and user guide feedback while there is still time to make changes and prior to completing all configuration.
- When configuration is completed and tested, Integration System Testing is performed with the Customer team members. This consists of entering data in all forms and stages of the process, practice submitting form and testing reports to ensure the data flow is as expected.
- Sherpa and County will jointly develop an overall Test Plan which must articulate the required details for each testing cycle.
- The "Acceptance Test Period" for each testing cycle must be specified in the Test Plan and must agree with the Project Plan.
- Any and all defects discovered during testing must be resolved and re-tested prior to closing the testing cycle unless mutually agreed to by the Parties in writing.

8. **Project Management**. Sherpa must develop a detailed Project Plan that articulates the responsibilities of both Parties. The Project Plan must be in sufficient detail to specify the configuration, conversions, integrations, development, training, testing, acceptance, go-live, and activities described in the Service Agreement. Sherpa must submit the Project Plan to the County, for the County's review and approval within ten (10) days of the Start Date, and County agrees to provide approval of the Project Plan within five (5) days. Both Parties agree to cooperate to work through any edits and/or updates to the Project Plan prior to final approval within the timeframe provided herein.

3.0 Implementation Schedule

- Note: Timelines can be extended or condensed depending on budget process and Customer's schedule and will be coordinated with other module implementations.

Milestone	Completion Schedule/ Week	Activities	Description	Owner
1	BFM Installation – Week 1 and 2 (Assumes Budget module implementation begins August 2024)	• Install BFM, • Initial System Config • Initial Data Conversion	BFM is installed on AWS server 2 environments. This includes initial system configuration and data loads for workshops.	• Sherpa primary owner to complete installation and initial configuration. • Customer to be provided access and log in to system to confirm access • Customer provides crosswalks for historical data, if needed • Customer to provide data for data loads and current process flow documentation. • Customer tests / confirms data loaded correctly

Milestone	Completion Schedule/ Week	Activities	Description	Owner
**Milestone 1 - Initial Conversion - Chart of Accounts, budgets, and actuals (Sept 2024)**
2	Discovery Workshops	• High-Level Budget Overview • Operating Process Workshops • Personnel Cost Forecasting Workshops • Capital Process Workshops • Report Reviews	The Discovery workshops will be used to conduct process reviews and visioning of desired solution. Specific workshops will be held for each process, as needed to identify desired future state, and incorporate best practices. These sessions will include report reviews as reports will help drive configuration of Operating, Capital and Performance budgeting.	• Sherpa primary owner • Customer to provide current process documentation and attend workshops, 1-3 Customer personnel who understand the full budget life cycle. • Customer to provide input into the Implementation Guide and project plan. • Customer to approve project plan and timeline. • Customer will provide HR data from legacy system in format provided by Sherpa
2	Configuration & Playback Sessions	• Configuration • Playback Workshops • Report Creation • System Admin Guide • Department/ End-User Prototype sessions	Conduct configuration and playback sessions soon after Discovery workshops for each specific process. Customer project team members will observe and participate in configuration. Department stakeholder sessions will also be done at certain points to review/prototype future processes. This promotes knowledge transfer and enhances learning, acceptance, and the ability of the team to identify, review and select alternative approaches and apply best practices.	• Sherpa primary owner. • Customer to contribute to how many and type of Forms needed, including Form design and data needed. • Customer to contribute to how many and type of report needed including report design and data needed. Provide screenshots and examples of reports. • Customer will assist in report development, as this is the first part of knowledge transfer. • Customer project team members will observe and participate in configuration. Approve Admin Guide.
2	System Training	• Reporting Training	Sherpa trains Customer users on how to make reports to enable Customer participation in report configuration activities and on-going support.	• Sherpa primary owner • Customer 2-3 functional budget staff will be trained; if the Customer wishes for IT to be involved, this is supported as well.
2	Testing	• System Testing	System test using developed user guides to test actual	• Sherpa primary owner • Customer to complete testing

Milestone	Completion Schedule/ Week	Activities	Description	Owner
		• Integration Testing • Complete/Test User Guides	usage. This includes report testing, security and workflow testing, and testing all integration points to ensure data can be transmitted and received in both directions without errors.	
2	Training	• Train End-Users	End-user training is recommended as just-in-time training and times may vary depending on different process timelines, such as Operating, Capital and Performance budgeting.	• Customer is primary owner – complete the End User training guides and lead end-user training. • Sherpa – will train the trainer and assist with training.
2	Go-Live week Activities – Operating/ Capital	• Data Loading • Form creations	These activities are intended to get Production environment ready for Go-Live.	• Sherpa primary owner • Customer to verify and approve Go Live checklist is complete.
Milestone 2 - Operating Go-Live (December 2024)				
3	Post Go-Live Support – thru first budget cycle	• Support Budget Office	Sherpa Implementation team provides support through first budget cycle and assists with first rollover and any year 1 updates.	
3	Budget Management	• Budget Management (in-year changes)	The Discovery workshops will be used to conduct process reviews and visioning of desired solution. These sessions will include report reviews. Conduct configuration and playback sessions soon after Discovery workshops for each specific process. Customer project team members will observe and participate in configuration.	• Sherpa primary owner Customer to provide current process documentation and attend workshops, 1-3 Customer personnel who understand the budget management process.
Milestone 3 – Budget Management Live (April 2025)				

Milestone	Completion Schedule/ Week	Activities	Description	Owner
4	Budget Forecasting	• Budget Forecasting (in-year)	The Discovery workshops will be used to conduct process reviews and visioning of desired solution. These sessions will include report reviews. Conduct configuration and playback sessions soon after Discovery workshops for each specific process. Customer project team members will observe and participate in configuration.	• Sherpa primary owner Customer to provide current process documentation and attend workshops, 1-3 Customer personnel who understand the budget forecasting process.
Milestone 3 – Budget Forecasting Live (June 2025)				
5	Budget Book	• Budget Book prep and training	Building and training on template for Adopted Budget Book (https://www.sjcfl.us/wp-content/uploads/2023/08/FY22-Financial-Plan-1.pdf)	Sherpa to build template with Customer, training throughout the process
Milestone 5 – Budget Book (August 2025)				

4.0 Sherpa / Workday Integration

BFM will integrate with the Customer's Workday solution as defined below:

Sherpa will establish a seamless, bidirectional integration between the BFM and the Customer's Workday solution. The integration shall exchange the Chart of Accounts, HR, and Financial data required to support the budgeting process. The integration shall be stable and reliable in a production environment, without any defects.

5.0 Customer Implementation Activities

The following defines the scope of the Customer's implementation activities. The activities identified below are critical for successful implementation and on-going system administration. Depending on the calendar time assigned to the project, the Customer will need to dedicate between .25 and .5 FTE with some peak times near 1 FTE. Customer activities include:

- A System Administrator is identified prior to project start and participates in knowledge transfer activities for the duration of the project. Optional: A backup System Administrator is recommended, but not required.
- Upload and verify chart of accounts and required attributes. Organize hierarchy tables and assign group aggregation levels.
- Verify import of financial data
- Verify import of HR data
- Verify Personnel Cost Forecasting projection results
- Test all budget forms
- Set up security with Sherpa support
- Create End User Guides for each process with Sherpa support (templates are provided)
- Conduct End User training
- Develop the System Administration Guide with Sherpa support. This is done iteratively throughout the project.
- Test reports
- Develop reports as required to supplement the project team
  - Report review will be conducted for list of required reports
  - Report creation will be divided up by complexity with consideration of time Customer can devote to project
  - Report creation is a non-technical exercise

5.1 Project Staffing

A Customer team is typically comprised of two (2) main resources, who are designated as the future system administration lead and backup. Depending on their expertise, they will work on different parts of the project. In addition, a capital resource is typically provided since that is specialized with most of our clients. Over the course of the project, these resources learn BFM and help to configure and implement the solution, which empowers them to administer the system after Go-Live. These resources will be assigned to the project approximately half-time over the course of the implementation. During busy budget preparation times, these resources often revert to their budget assignments and the project slows during those planned periods.

Sherpa suggests the Customer staff the project with the personnel listed below. For each assigned role, the estimated FTE's is only during the actual project. Only the System Administrator has on-going time commitment.

- **System Administrator (.5 FTE)** – The individual who will administer the system should also lead the project or be heavily involved with the project. This person, if possible, can also serve as the client project manager. The preferred skill set of the System Administrator is an intimate knowledge of most operating budget processes at a level where most project decisions can be made by this individual.
- **Budget SMEs (.25 FTE)** – There will be targeted workshops on processes such as capital, revenue, budget management, public works and publishing that will require additional staff to participate. Generally, each area will have 2-4 workshops over the course of the Implementation Analysis as well as occasional participation in configuration review and testing. There is no time commitment for on-going sustainment.
- **Report Developers (.25 FTE)** – For sustainment, Budget SMEs will be trained along with system administrators in how to build their own reports, add chart of accounts and other common

functions that can be distributed beyond the system administrators. Report Developers will build specialized budget reports for unique budget situations post Go-Live.

- **Departments** – Departments can be involved to help with early acceptance testing. Specific department processes are not in scope.

6.0 Change Management and Training

6.1 Knowledge Transfer
Knowledge transfer takes place throughout the project, most of which is delivered 'just in time' for each functional activity.

6.1.1 Sherpa Budget Project Training
The Sherpa implementation team will train Client personnel on key areas of the system. For example, when budget forms are configured, the Client will configure these alongside the Sherpa team and test the results. By the end of the implementation, all functionality used by the Client will be covered.

6.1.2 Software User Guides
Sherpa delivers Software User Guides for major functional areas that contain click-by-click instructions on how to navigate, save, delete, and import data where relevant. These are generic guides and do not include client-specific documentation.

6.1.3 System Administration Guide
The System Administration Guide is a client-specific configuration guide that details how the Client will maintain the system. This will include specific tasks, such as how to add a new organization. It is typically not click-by-click; a typical guide item would note that to create an org, these 5 attributes are required and for what reason. The Guide is created by the Client with Sherpa support. Sherpa will provide an existing template, which is then jointly modified to accurately reflect the Client's configuration and processes.

6.1.4 Reporting
Reports will be created throughout the project, starting in the first weeks. Sherpa is ultimately responsible for ensuring all reports are configured.

Initial reports will be ad hoc in nature to test conversions. Subsequently, more 'standard' and formatted reports will be created. Reporting knowledge transfer is critical for long-term maintenance of the solution, since new reports are required frequently. In order to build this expertise, the Client will configure reports alongside our team throughout the project. Sherpa will work with the Client to determine assignments and will train and support Client in the creation of reports. Sherpa will likely make some reports without client involvement; in this case, Sherpa will train the Client on any needed configuration to understand how the report is set up. The Client will test all reports for accuracy.

6.1.5 Reporting Overview
Early in the project, Sherpa delivers the Reporting Overview session. This course is designed to demonstrate the solution reporting capabilities including navigation, filtering, and export options, and an overview of the data model. We will review the importance of hierarchies and groups and discuss how Measures work.

This instructor-led course is 2 hours in duration for up to 12 participants per course.

6.1.6 Reporting Administration

This course will provide instruction on the administration of the reporting environment including security and document maintenance. This course is offered to the reporting administrator (and a highly recommended back-up administrator). Following this training, the Client will work with Sherpa to set up and test security for reporting.

This instructor-led course is 2 hours in duration for up to 3 participants per course.

6.1.7 Sherpa Publishing Administration

For clients using Sherpa Publishing, Sherpa will deliver Sherpa Publishing administration training to ensure clients can maintain the delivered publications. This course will provide instruction on the administration of the publishing environment including security, variable management, directories, and book hierarchies. This course is offered to the publishing administrator (and a highly recommended back-up administrator).

This instructor-led course is 1 hour in duration for up to 3 participants per course.

6.2 Client Engagement

Clients will create user groups at their discretion to ensure users are aware of the project and have an opportunity to provide feedback throughout the process. Following is our recommended approach.

6.2.1 Client Engagement Process

Configuration reviews are performed iteratively throughout the project. The process flow will be the same for each iteration, starting with our small project team and expanding to the larger groups.

Core Project Team	>>	Budget Office Team	>>	Optional: Department Team	>>	Optional: End User Group

Our goal is to produce real outputs early in the project to allow for immediate Client involvement. The project plan created for each project will include the review steps noted above. For example, a project may have:

- Review 1: Base budget form and initial conversion, Reporting Overview
- Review 2: Operating Budget forms
- Review 3: Operating Reports
- Review 4: Capital Budget forms and reports
- Review 5: Budget monitoring and execution

6.2.3 Core Project Team

The Core Project team consists of 2-4 people who are the primary members of the implementation team. They will attend design workshops and create the initial configuration.

The Core Project team will have experts in each functional area based on the project scope, including:

- Operating budgeting
- Capital budgeting
- Personnel budgeting
- Reporting
- Publishing

Time Commitment (Per participant, will vary based on assignments):

- Workshops: 80 hours
- Configuration and Conversion Reviews: 160 hours
- System training (receiving): 120 hours
- Reporting training (receiving): 16 hours
- End User Training Document Preparation or Review: 80 hours
- Budget Office Team Training : 24 hours

Typical team size: 3

6.2.4 Budget Office Team

The Budget Office Team will be comprised of representatives (or the full team) who will review key configuration throughout the project. During workshops, the Budget Office team may be brought in to participate in sessions pertaining to their areas of expertise. The Core Project Team will present to the Budget Office Team the proposed processes, workflows, forms, and reports to obtain feedback.   The Budget Office Team will be trained by the Core Project Team prior to End User training.

Time Commitment (Per participant):

- Workshops: 8 hours
- Configuration Reviews: 8 hours
- Training Document Preparation or Review: 16 hours
- Training (receiving): 8 hours

Typical team size: 6

6.2.5 Agency/ Department Team

The Core Project Team will create a group of department representatives, typically some from smaller and larger departments, who represent different types of users of the system. During workshops, the Department Team will participate in targeted sessions, such as those pertaining to Department workflows and internal service charges.

The Core Project Team or Budget Office Team will present the configuration to the Agency/Department Team to solicit feedback throughout the engagement.

Time Commitment (Per participant):

- Workshops: 8 hours
- Configuration Reviews: 8 hours
- Training Document Preparation or Review: 16 hours
- Training (receiving): 8 hours

Typical team size: 8

6.2.6 End User Group

The Core Project Team will determine the roster of End users of the system. The Team will send out periodic updates on the project, including key activity dates. There are at least 2 presentations made to

the End User Group. The first will be after the initial round of configuration is made, showing users how to use a base-style budget form and reports that show converted data. This will inform users of new look and feel and allow for initial feedback. The second meeting is typically held after a substantial amount of configuration is completed and will present a more holistic view of the configured solution.

Time Commitment (Per participant):

- Attending presentations: 3 hours

Typical team size: 150

6.3 User Training

6.3.1 Training Guides
Regardless of training delivery method, Sherpa and the Client will work together to create Training Guides. These guides will have an overview of the process and detailed instructions on how each form or function works. These may be supplemented by Quick Reference guides (1 page cheat-sheets) or other types of job aids.

6.3.2 Training – Train the Trainer
Prerequisite: Review of End User training guides is completed before the class begins

Regardless of training approach, budget office staff will be trained to be trainers. If End User training is delivered, the Budget Office Team will deliver this training. If there is no additional formal training for end users, this training will still be used to help support labs and answer questions from departments throughout the process.

This class will include:

- Policies and procedures overview (Client-led)
- System overview
- Review all forms and their purpose
- Practice – each different type of form will be used by the team in class
- Training Guides – we will follow Training Guides to ensure they are complete and accurate

This instructor-led course is 4 hours in duration for up to 8 participants per course.

6.3.3 Training – Standard
Prerequisite: Training the Trainer classes

Sherpa's recommended approach is specifically designed to support large group training for budgeting. Nearly all clients have a budget kickoff each year. Our training combines this kickoff with system training.

The Core Project Team will work with Sherpa to create materials that are click-by-click and specific to the exact forms and processes used by the client. Materials will be sent out to end users and will be available in the application.

End User training will be done in 1-4 large-group settings, either virtually, in a large meeting area, or both. The first part of the training is a review of budget policies / budget instructions for the year. This

will be followed by a system demonstration, showing how forms are used and how reports and other processes are used. The session will involve questions / answers throughout. Training is recorded for those who cannot attend.

Following end user meetings, the Core Project Team and Budget Office team will host in-person Budget Labs or hold sessions for hands-on training.

6.3.4 End User Training – Client Delivered
Prerequisite: Training the Trainer classes

Clients determine if this optional training is required, based on what they know of their processes and end users. If End User Training is required, the Budget Office Team, supported by the Core Project Team, will deliver training. Classes will follow End User training guides.

This instructor-led course is 2 hours in duration for up to 12 participants per course. If there is a single instructor with no in-room support, Sherpa recommends no more than 8 per course.

7.0 Standard Support

Sherpa provides different levels of support for our clients on a subscription basis. Support packages cover a full fiscal year, with built-in assumptions of your more critical, busier times as well as slower times of the budget cycle.

Standard Support assumes a Customer BFM System Administrator is trained in the system and that Sherpa provides support to this Customer Administrator. The Customer Administrator will perform most administrative tasks but may need support with new processes. Questions about data may arise and the Customer Administrator will perform all due diligence and document their analysis and present this to the Sherpa support team. Customer Administrators will triage incoming questions and submit to Sherpa Support any attempts to recreate the issue and fully details around the questions. Customer Administrators are responsible for training end users and any replacement Customer Administrators. Standard support assumes that the Customer Administrator will update documentation, including the administrative guides. This level of Standard Support is included with the BFM software subscription.

Standard Support includes 80 hours of support in the first year, then 40 hours per year per subsequent years and the includes the functions included in the table below.

Category	Standard Support Functions
Rollover	Perform annual rollover or support BFM Administrator in annual rollover process to prepare the systems for the next budget cycle.
Rollover	Universe support for annual rollover
Rollover	Copy Production to Development or Test environment as part of the annual rollover process

Category	Standard Support Functions
Support	Help desk for BFM Administrator to submit and receive resolutions to system issues
Support	Guidance for client BFM Administrator with configuration of new budget forms or other processes
Reporting	Guidance for client BFM Administrator in creating complex reports
Training	Access to Sherpa Spotlights and training recordings library

Proposed primary client contact is Project Lead Jessica Eden - jessica.eden@eunasolutions.com. The Client will be updated if/when primary contact changes. Standard support communications should be directed to help.sherpa@eunasolutions.com.

8.0 Assumptions

- The majority of work will be conducted offsite.
- The Client team will provide support related to Financial, HR, or other source/target systems during integration configuration.
- Customer to provide timely decisions
- Customer staff available to attend workshops and complete assigned tasks per project plan timelines

9.0 Optional Services

9.1 Enhanced Support Options

Please see the Matrix below for details on enhanced support inclusions.

Category	Support Item	Standard Support	Enhanced Support	Full Admin Support
Rollover	Perform annual rollover or support BFM Administrator in annual rollover	X	X	X
Rollover	Universe support for annual rollover	X	X	X
Rollover	Copy Production to Development or Test environment as part of rollover process	X	X	X
Support	Help desk for BFM Administrator to submit and receive resolutions to system issues	X	X	X
Support	Guidance for client BFM Administrator with configuration of new budget forms or other processes	X	X	X

Category	Support Item	Standard Support	Enhanced Support	Full Admin Support
Reporting	Guidance for client BFM Administrator in creating complex reports	X	X	X
Training	Access to Sherpa Spotlights and training recordings library	X	X	X
PCF	Assist with PCF setup and data loads and data verification		X	X
Support	Support the BFM Administrator in data loads/Admin Uploads and data verification		X	X
Support	Configure Widgets		X	X
Support	Dedicated working sessions with client BFM team to review/resolve issues.		X	X
Reporting	Support with annual publication reports (excluding PatternStream/PADS style publications)		X	X
Training	Sherpa will provide training, if needed, to the BFM Administrator		X	X
System Admin	Perform all system administration functions, such as rollover, stage advancing, importing data, running BCS/Allocations/other admin processes, create new admin processes, and maintain security roles.			X
System Admin	Review and update documentation, including the Administrative Guides			X
System Admin	Set up forms for the year / for each cycle (create budget forms)			X
System Admin	Execute Admin Processes used in configuring budget cycle			X
PCF	Load PCF data and run initial projections. Sherpa runs initial checks, followed by client verification.			X
PCF	Assist with creating PCF What-If Scenarios			X
Support	Support the budget office with data verification and balancing			X

Category	Support Item	Standard Support	Enhanced Support	Full Admin Support
Support	Sherpa will act as a help desk to the budget office team and can help end users if the budget office cannot support requests			X
Support	Sherpa can attend virtual office hours (open house) to help end users			X
Report Development	Sherpa will develop new reports as needed			X
Training	Sherpa will provide training, if needed, to a new BFM Administrator or budget office staff			X
Training	Provide web-based training refreshers for end-users			X

EXHIBIT C

SHERPA

Sherpa Milestone Completion Sign-off Form

The table below lists the Sherpa project milestone(s) that were approved by St. Johns County, Florida during the month of _____ totaling $ _____ which will be invoiced upon acceptance. The approval of the milestone(s) is based on the completion of the associated activities and deliverables as identified in the current approved Sherpa Statement of Work (SOW). This sign-off form will accompany the invoice for submission of payment.

Project Milestone Completed and Approved for Invoicing

Milestone Number	Milestone Name	Milestone Description	Milestone Amount	
¤	¤	¤	¤	¤
¤	¤	¤	¤	¤
¤	¤	¤	¤	¤
			TOTAL ¤ ¤	¤

Signatures

St. Johns County	Acceptance Signature 1 ¤	¤
Clients Name: ¤	¤
Client's Title: ¤	¤
Client's Signature: ¤	¤
Date: ¤	¤
St. Johns County	Acceptance Signature 2 (optional) ¤	¤
Clients Name: ¤	¤
Clients Title: ¤	¤
Client's Signature: ¤	¤
Date: ¤	¤

Sherpa Government Solutions	Acceptance Signature ¤	¤
Responsible Name: ¤	¤
Title: Project Lead ¤	¤
Responsible Signature: ¤	¤
Date: ¤	¤

EXHBIT D

SERVICE LEVEL AGREEMENT

CLOUD-BASED SERVICES
Service Level Agreement

Sherpa Government Solutions

Effective 8/1/2023

SERVICE LEVEL AGREEMENT FOR CLOUD-BASED SERVICES IN A PRODUCTION ENVIRONMENT

The following section sets out the Service Level Metrics applicable to Sherpa's cloud-based Services.

Metrics in this document apply to the service level for the hosting level: ***Continental United States, Standard Availability Environment***. Vendor offers additional hosting levels with different metrics.

1.0 Definitions

Subscriber - The purchaser of the cloud-based services, including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction.

Vendor - Sherpa Government Solutions

Hosting Region - Vendor offers hosting through Amazon Web Services (AWS) in three regions:
- US-EAST-1 – Virginia
- US-EAST-2 – Ohio
- US-WEST-2 –Oregon

We locate each Subscriber closest geographically. Note that exact locations will not be provided (no addresses are available).

Day - A Day is a business day, excluding weekends and Vendor holidays.

Business Hours - Defined as 8:00am to 8:00pm EDST, Monday to Friday.

Hour - An Hour is defined as an hour within Business Hours. For example, if an incident is reported on Monday, 7:00pm EDST with a 4 hour response time, the incident response period is from Monday, 7:00pm EDST to Tuesday,11:00am EDST. During critical Subscriber budget development times, Vendor will make commercially reasonable efforts to extend support outside of Business Hours.

1.1 Incident Definition

Incident(s) - Is an event that is not part of normal operations that disrupts an operational process or processes. An incident may involve the failure of a feature or service that should have been delivered or other type of operation failure.

1.2 Incident Priority Level Definitions

Tier 1 Incidents - Tier 1 incidents have a major impact on the Subscriber's ability to operate their entire business processes. No work-around or manual process is available.

Tier 2 Incidents - Tier 2 incidents include system or component failure or malfunction causing impact on Subscriber's ability to operate significant business processes. A work-around or manual process may be available but is not a viable option for continued business operations.

Tier 3 Incidents - Tier 3 incidents include component failure or malfunction not causing impact on Subscriber's ability to operate significant business processes. Work-around or manual processes are available.

Tier 4 Incidents - Low level incidents are cosmetic or 'nice to have' requests that have minimal impact on business processes. These will be prioritized and included in the standard release schedule when possible. No communication standard is assigned for this incident tier.

1.3 Support Requests

Support Requests - Subscriber's support requests not relating to an incident will be responded to promptly. Start work and resolution times are dependent on the nature of the request. Support Requests do not have Service Metrics applied.

2.0 Incident Response

The Vendor will communicate with the Subscriber throughout the resolution period for Tier 1 and Tier 2 Incidents, ensuring that the Subscriber is aware of the estimated Resolution Time, and if they expect the resolution to exceed the Target Resolution Time. The Vendor will make commercially reasonable efforts to resolve Tier 1 and Tier 2 within the respective Resolution Time Targets.

The following standards apply to the response to and handling of incidents impacting customers.

Incident Priority Level		Tier 1	Tier 2	Tier 3	Support Requests
Response Within	Initial Response	1 hour	1 hour	4 hours	4 hours
	Start Work	2 hours	4 hours	8 hours	8 hours
	Resolution	4 hours	8 hours	4 days	4 days
Compliance Target		100%	100%	100%	100%
Communication Methods		- Email to the Subscriber primary contact acknowledging the incident and process to resolve. - Phone or email for follow-up communication. - Communication through our Customer Support / ticketing system.			

Vendor will provide Resolutions with the least disruption to business operations possible. This may be comprised of interim workarounds, 'hot-fix' changes, which do not require a software upgrade, or code changes that do require a software upgrade. Before applying any changes that would result in a software upgrade, Vendor will notify the Subscriber prior to proceeding and obtain approval. If the resolution requires a software upgrade to fix a feature/function/operation within the scope of the Budget Solution offering, no additional cost is incurred by Customer. If a Subscriber selects to not receive the Resolution for any reason or wishes to delay the Resolution until a later date, the Incident is considered resolved for purposes of Service Metrics.

3.0 Notifications

3.1 Event Notification

The following standards apply to notification of events that have happened or will happen.

Level	Planned A	Planned B	Planned C	Unplanned A
Response	1 week prior	3 days prior	1 day prior	3 days after
Compliance Target	100%	100%	100%	100%
Communication Methods	- Email to the Subscriber primary contact notifying of the event. - Phone available for follow up communication.			

3.2 Notifications – Planned Events

Vendor will provide notification of planned maintenance and service depending on the impact to the customer and the duration of impact.

Maintenance Type	Communication Standard
Planned emergency outage.	Event Notification - Planned C
Planned emergency maintenance including but not limited to urgent patches.	Event Notification - Planned C
Regular maintenance (requiring downtime) including but not limited to defect fixes, software patches and hardware maintenance. Downtime of 4 hours or less, outside of business hours.	Event Notification - Planned B
Regular maintenance (requiring downtime) including but not limited to software upgrades, defect fixes, software patches and hardware maintenance. Downtime of more than 4 hours.	Event Notification - Planned A

3.3 Notifications – Unplanned Events

Vendor may need to communicate events to Subscriber that were not planned. Such events may include, but are not limited to, the following:

- Emergency maintenance
- Internet/network outages beyond Vendor's control affecting the Vendor application
- Unplanned service degradation
- Natural Disasters affecting the Vendor application

Communication Standard: *Event Notification Unplanned A*

4.0 After Hours Support

After hours support can be requested by the Subscriber. Vendor requires 48 hours notice to allow for scheduling of after-hours support. If advanced notice is not given, Vendor will make commercially reasonable efforts to provide the requisite support.

5.0 Submitting Incidents

Subscribers must submit tickets through Vendor's customer success system to ensure incident metrics are tracked properly. Tickets should include, where relevant:

- Environment impacted
- User ID used to create the incident
- Steps to recreate
- Screen shots of the issue
- Business impact

6.0 Service Metrics

6.1 Availability

Metric: Availability ≥ 99.72%

Measurement Period: Monthly

Measurement: Availability with respect to any cloud-based Service in any month equals the number of uptime minutes divided by the number of minutes in the month and multiplied by 100, e.g., a 30 day month will have 43,200 total minutes (30 days x 24 hours x 60 minutes) so if total downtime were 120 min, the Availability would be 99.72% (43,080/43,200 x 100).

Downtime with respect to any month equals the sum of all periods of time during that month when any of the following events are occurring other than as a result of Scheduled Maintenance: (i) the cloud-based Service cannot be accessed by any User; (ii) the performance of the cloud-base Service is materially compromised; or (iii) the Subscriber is unable to use the cloud-based Service to access the Subscriber Data; (iv) a critical function with the cloud-based service is unavailable or is materially compromised.

Scheduled Maintenance means any maintenance conducted by Vendor:

(i)   Between 12:00 a.m. and 7:00 a.m. (local server time) or (ii) during any maintenance period for which the Subscriber has been given written notice at least three (3) Business Days in advance of the first day of the maintenance period (provided that the maintenance period does not last longer than 24-hours in total).

(ii)   In rare cases, emergency maintenance may be required with little notice.

6.2 Restore Time

Metric: No single period of Down Time will last longer than four (4) hours.

Measurement Period: Each incident

Measurement: A period of Down Time begins at the earlier of the following times: (i) when Vendor becomes aware of the outage or partial outage through its own monitoring efforts; and (ii) when any one of the Vendor's clients reports the outage to Vendor.

A period of Down Time ends when: (i) the cloud-based Service is functioning in substantial accordance with its specifications; and (ii) the Subscriber confirms that it is able to access the affected cloud-based Service and use the cloud-based Service to access the Subscriber Data.

6.3 Incident Response

Metric: Incident Response Time Targets Met 100%

Measurement Period: Monthly

Measurement: Incident Response Time starts at the time an incident is reported by the Subscriber during regular business hours via the Vendor's incident reporting system.

Incident Response Time ends when: (i) the Vendor starts work on the ticket; and (ii) when the Vendor acknowledges receipt of the ticket.

6.4 Incident Resolution

Metric: Incident Resolution Time Targets Met ≥ 99%

Measurement Period: Monthly

Measurement: Incident Resolution Time starts at the time an incident is reported by the Subscriber via the Vendor's incident reporting system.

Incident Resolution Time ends when: (i) a solution has been provided and implemented that resolves the reported incident; or (ii) a work-a-round acceptable to the Subscriber is provided that provides a temporary solution to the reported incident; or (iii) a time frame for implementation of the solution to the reported incident has been established that is acceptable to the Subscriber.

6.5 Disaster Recovery

Metric: Disaster Recovery Target Met

Measurement Period: Any Disaster Event

Measurement: If there is a disaster, the application will be recovered within twenty-four (24) clock hours. For example, if a disaster is reported at 1:00pm on Monday, it will be recovered by 1:00pm on the next day, Tuesday. Disaster Recovery Time starts when a disaster event is encountered that critically impacts the application. Disaster Recovery Time ends when services have been restored.

6.6 Request for Support made within defined Business Hours

Metric: Response time for Request for Support made within defined Business Hours

Measurement Period: Quarterly

Measurement: The average time to return any request for support is four hours.

6.7 RPO, RTO and Backup

Logs are exported from 6am to 6pm local server time on a 30-minute cycle. Vendor operates with a Recovery Point Objective (RPO) during Business Hours of 30 minutes. Vendor Recovery Time Objective (RTO) during Business Hours is 4 hours. The RTO outside of Business Hours is 16 hours.

Vendor will be partnering with AWS and utilizing a data center closest to each customer. All data being transferred between the customer's network and the AWS hosting site would be handled through encrypted channels.

The proposed solution/pricing for this hosting level does not include clustering for hot fail-over.

- With a major system failure, Vendor can restore to the last backup/log, which is in 30 minute increments.
- Vendor can recover 7 days up to the minute from the last backup point
- Full Nightly backups are taken at midnight. This means Vendor can provide restore points to the minute by taking log files up to the 30 minute log file period and restore to the minute required (e.g., provide a backup from 5 days ago at 9:23 am; log files are selected through 9:30am and restore process will restore data to the 9:23am mark).
- Vendor has a full system backup every Sunday that goes back 1 month
- Vendor has a monthly backup that goes back 12 months.

All servers and databases are snapshot nightly and stored for 14 days.

Currently Vendor backups all databases and SFTP file transfers to the AWS S3 storage. This is a fully redundant backup system across multiple zones/regions so recovery can be done from these sources in the case of catastrophic failure at any individual AWS data center. The Snapshots are housed within the S3 environment which means snapshots can be recovered at any time.

In the event of corrupted data on the database server, the most recent uncorrupted snapshot will be restored to a new server. In most cases, data can be recovered to as little as 30 minutes prior to the corruption. Vendor can then create a backup of the restored database and refresh the corrupted database on the primary database server. In most cases the process takes a few hours. Larger databases will take longer to restore than smaller databases. In the absolute worst-case scenario, where the data center is no longer allowing RDS service, Vendor can switch to a region that has the RDS service running and bring a database online in that region from the most recent uncorrupted source.

6.8 Disaster Recovery and Business Continuity

See Vendor's *Disaster Recovery* and *Business Continuity* documents for additional detail.

7.0 Other Services

The Vendor shall demonstrate compliance to support the implemented Vendor software through:

- Continued investment and development of the budget application
- Management of ongoing updates
- Management of tickets and resolution
- Management of approved changes and enhancements

8.0 Enhancement Requests

Enhancement requests are Subscriber requests that will alter the software as currently designed, by adding functionality or changing existing functionality. Enhancement Requests are not included in Service Metrics.

The Vendor Product Manager, with the support of the Technical Manager, approves all new functionality. In some cases, enhancement requests may be modified to make the request configurable and usable by multiple Subscribers. Requesting Subscribers may review these modifications prior to the beginning of development.

Enhancement Requests can be made directly in the Vendor's customer success / ticketing system, or if applicable, can be submitted to the implementation team directly.

Small Enhancement: Typically, these are enhancements that do not require a Budget Solution code compile & deployment. Enhancement may be delivered through client specific setup/configuration, minor database Stored Procedure and/or View modification, minor web page/script modification, etc. addition/modification, minor.

If the change request is low impact, then the change may be made immediately, typically within a week. If the change is high impact, then Vendor will work with the Subscriber to schedule it at the appropriate time. High impact is typically defined as requiring a software upgrade or significant regression testing.

Medium Enhancement: Typically, these are enhancements require a Budget Solution code compile & deployment. Enhancement may be delivered through baseline setup/configuration, major database Stored Procedure and/or View modification, major web page/script modification, etc.

Vendor will follow the same procedure as Small Change, but the target time to complete the change is 1-3 weeks.

Large Enhancement: Typically, these are enhancements includes some/all of the Small & Medium enhancement items but more importantly, it requires the update/modification/re-configuration of

underlying infrastructure supporting the Budget Solution such as .Net Framework, IIS Web Service, SQL Server, Networking, Security, etc.

There are two categories of large changes. Categorization of the change is solely determined by Subscriber's Product manager. The categories defined as such:

1. If the change is applicable to both the requesting Subscriber and would likely be used by other Subscribers, or the lack of this functionality is a software deficiency, this change request will be added to Vendor's current development schedule.
2. If the change is Subscriber-specific, then Vendor will estimate the cost (if any) for the system change and discuss implementation options with the Subscriber.

Enhancements During Implementation: Subscribers will be receiving upgrades on a regular basis throughout the implementation (often weekly) until go-live preparation begins. This allows enhancements or any new features to be included in the software as they become available. These enhancements shall be provided at no additional cost to the Subscriber. Enhancements will thus be available regardless of if a software upgrade is required.

9.0 Software Upgrades

Vendor software is updated on a regular basis and is deployed to Subscribers based on a schedule agreed to by the Vendor and Subscriber. Vendor will not apply upgrades to a Production environment without prior notice to the Subscriber. A typical schedule for upgrades is once annually in the period between budget adoption and the subsequent budget cycle start.

Vendor must maintain the products purchased through this Agreement in compliance with all applicable local, state and federal mandates, rules, laws, codes, policies, and regulations, at no additional cost to Subscriber.

Vendor will request a planned system outage to allow for proper testing once upgrades are applied to production. Typical planned system outage is one day; the system is available during this period but Vendor requests minimal activity in the system to allow for efficient testing.

9.1 Vendor Responsibilities

- Copy Production to Development and make appropriate backups
- Apply upgrades
- Unit test software in the client environment, including non-impactful testing in Production (no data is impacted)

9.2 Subscriber Responsibilities

- Approve the upgrade schedule at least 30 days in advance of the upgrade date
- Subscriber testing is not required. If the Subscriber wishes to participate in upgrade testing, it is allowed.

9.3   Successor Software

In the event, during the term of this Agreement, that the Vendor Software is no longer supported, and successor software products (i.e. software products based on a new technical architecture) are made available by Vendor, with substantially similar price, features, and functionality to the Vendor Software, then Customer may elect to transfer to the Successor Software at no increase to the SaaS Fees, and no additional costs for professional services associated with transitioning to the Successor Software.

10.0 Security Incident Response

10.1 Overview

Reflecting the recommended practices in prevalent security standards issued by the International Organization for Standardization (ISO), the United States National Institute of Standards and Technology (NIST), and other industry sources, Vendor has implemented a wide variety of preventive, investigative, and corrective security controls with the objective of protecting information assets.

Ultimately to manage any incident such that recovery time and costs are limited, as well as taking commercially reasonable steps possible to ensure an improved security stance.

10.2 Network Protection

Vendor's network protections include solutions designed to provide continuity of service, defending against Distributed Denial of Service (DDoS) attacks.

10.3 Monitoring and Event Alerts

Alerts are sent to Vendor's security team for review and response to potential threats. These alerts are monitored 24x7x365.

10.4 Security Incident Response

Vendor evaluates and responds to suspicious activity/events of unauthorized access to or handling of customer data, whether the data is held in Vendor's hosting environment within AWS or on personal hardware assets of Vendor employees. Vendor's Information Security Incident Reporting and Response Policy defines requirements for reporting and responding to incidents. This policy authorizes the Vendor security team to serve as the primary contact for security incident response, as well as to provide overall direction for incident prevention, identification, investigation, and resolution.

Vendor security team will:

- Validate that an incident has occurred
- Communicate with relevant stakeholders
- Preserve evidence
- Document any incident along with related response activities

- Take actions to contain an incident
- Escalate an incident as necessary
- Prevent any future re-occurrence of the incident or tangentially related security concerns

Upon discovery of an incident, Vendor defines an incident-response plan for rapid and effective incident investigation, response, and recovery. Root-cause analysis is performed to identify opportunities for reasonable measures which will improve security posture and defense in depth. Formal procedures and central systems are utilized to collect information and maintain a chain of custody for evidence during incident investigation.

10.5 Notifications

If Vendor determines that a security incident has occurred, Vendor promptly notifies any impacted Subscribers or other third parties in accordance with its contractual and regulatory responsibilities. Vendor must provide a copy of their incident response plan, which must be compliant with SOC 2.

Teller Software as a Service Agreement

This is the Teller Software as a Service Agreement (**"Agreement"**) dated as of _____ (the **"Effective Date"** – date of last signature) between Can/Am Technologies Inc. (**"CanAm"**) a company incorporated under the laws of Colorado and authorized to do business in the State of Florida, having its principal place of business at 1819 Denver West Dr, Suite 225, Lakewood, CO 80401 and St. Johns County, a political subdivision of the State of Florida, having its principal place of business at 500 San Sebastian View, St. Augustine FL 32084 (hereinafter referred as **"Client"**).

RECITALS

1. Pursuant to the terms of this Agreement, and in accordance with the technical and functional requirements of the RFP issued by the Client attached hereto as Exhibit D, CanAm will provide a web-based system to manage point of sale processes for Client.

2. This system assists Client in managing revenue intake from cashiering to balancing, providing reconciliation workflows, and is intended to provide Client with reporting and visibility into financial transactions, increasing the accountability and transparency of financial management for Client.

AGREEMENT

Client and CanAm agree as follows:

1. ## DEFINITIONS

    1.1. Agreement – this document and all schedules attached or incorporated by reference, and any subsequent addendums or amendments made in accordance with the provisions hereof.

    1.2. Annual Software as a Service Fee – the annual fee payable by Client (either to CanAm directly or to an authorized CanAm reseller, as applicable) for the use of Teller software, including Teller support services, including Updates, and SaaS Services provided by CanAm under this Agreement.

    1.3. Concurrent User – means the users who are logged on at the same time and sharing a finite number of licenses.

    1.4. Confidential Information – has the meaning set out in section 13 of this Agreement.

    1.5. Configuration(s) – all work required to configure Teller to reflect the business rules, workflow, security and data requirements of Client. Configuration includes any custom reports, Interfaces, Plugins, and conversion scripts developed for Client.

    1.6. Defect – a program error that will cause Teller to crash, or program algorithms or logic that produce incorrect results. Defects pertain to the intended operation of Teller as delivered to Client, but do not pertain to subsequent errors brought about by Infrastructure changes made by Client or any other Third-Party. Defects do not include changing user preferences, report or screen aesthetics, presentation standards, or validity of converted data. With the exception of Interfaces that connect Teller to Third-Party software as set out in a statement of work, defects do not pertain to problems arising from Third-Party Software interfaced to Teller, or to problems arising from Teller Configurations not developed by CanAm. A defect will include an error in the operation of Teller that contravenes representations of Teller's functionality in the RFP response as provided by CanAm in the "Availability" and "Comments" columns of the System Requirements Matrix of the RFP response.

    1.7. Enhancement – any work requested by Client to alter existing Teller features, or to add any new features or functions to Teller software.

    1.8. Force Majeure – circumstances which are not reasonably foreseeable and are beyond a Party's reasonable control, including, without limitation, acts of God, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, pandemics, unavailability or interruption in telecommunications or Third-Party services, virus attacks or hackers, failure of Third-Party Software, or inability to obtain power used in or equipment needed for provision of the Services.

1.9. SaaS Services – the services provided at the Third-Party hosting facility that are provided by CanAm to Client.

1.10. SaaS Services Site – the Third-Party hosting facility, at a U.S. location of CanAm's choice, at which servers and related equipment are located.

1.11. SaaS Services SLA – the SaaS Service Level Agreement as provided in Exhibit B, and any subsequent addendums or amendments made in accordance with the provisions herein.

1.12. Client Infrastructure – any Client owned, leased, or licensed information technology hardware and/or software that is required by Client to perform business functions. This hardware and/or software can be providing the infrastructure needed to perform these functions or can also be used as a gateway to an external, non-client owned, infrastructure that provides the necessary business functions.

1.13. Deliverables – the services deliverables, documentation and defined milestone objectives set forth in a Statement of Work. For greater certainty, Deliverables shall not include any Third-Party Software or related documentation licensed directly to Client from a Third-Party, or any modifications or enhancements thereto or derivatives thereof.

1.14. Intellectual Property – property that derives from the work of the mind or intellect, specifically, an idea, invention, trade secret, process, program, data, formula, patent, copyright, or trademark or application, right, or registration. Intellectual Property includes: a) Teller pre-existing and newly developed software, or pre-existing and newly developed software Configurations (including stock report definitions) of CanAm; b) CanAm methodologies, processes, tools, and general knowledge of the matters under consideration; and c) any pre-existing or newly-acquired material provided to Client by CanAm under separate license.

1.15. Interface – a connection with Third Party Software or hardware used to deliver a unified end user experience.

1.16. Named User – an individual internal to Client who has access to the Teller Production Database. A Named User may access the Teller Production Database from any workstation on Client's network or intranet, or via the Internet.

1.17. On Call Support – support outside of CanAm's support desk coverage (6 a.m. to 6 p.m. MT excluding CanAm published holidays).

1.18. Party or Parties – referring to CanAm or Client or both.

1.19. Plugin – additional functionality that extends core Teller features. Plugins may be added to Teller to permit additional functionality. Licensed Plugins are fully supported and may have their own release cycle separate from the Teller product release cycle.

1.20. Production Environment – the environment provided to Client for end user official business use.

1.21. Response Time – the target time for CanAm to respond to Critical, High, Medium and Low support requests (as defined in Section 6.3 of this Agreement).

1.22. Service(s) – the professional services to be provided pursuant to the Statement of Work (Exhibit C) or as provided in a fully executed Amendment to this Agreement or Change Order to an existing Statement of Work.

1.23. Source Code – any and all program code or database definitions developed by CanAm programmers using a formal programming language and used by Teller software.

1.24. Specifications – means the requirements of the Deliverables as set forth in the Statement of Work (Exhibit C) or a fully executed amendment to this Agreement.

1.25. Statement of Work (SOW) – a document that describes the implementation services, software products, and other deliverables to be provided by CanAm (including its subcontractors if applicable) to Client under this Agreement. The Statement of Work is attached to this Agreement as Exhibit C.

1.26. Teller – an enterprise Point of Sale system that manages revenue intake from cashiering to balancing and reconciliation workflows in a single integrated database. Teller includes the reports and documentation that come with the Teller software.

1.27. Teller Annual Software as a Service Agreement – the document (i.e., this Agreement) which provides the terms and conditions under which the right to use Teller is provided to Client.

1.28. Test Environment – the environment set up by CanAm to provide testing and training capability for Client.

1.29. Third-Party – a person, corporation, organization or entity other than Client or CanAm.

1.30. Third-Party Software – any identifiable product embedded in and/or linked to Teller software, but to which the proprietary rights belong to an independent Third-Party.

1.31. Update(s) – updates to Teller issued by CanAm, generally every six (6) weeks, to general availability for Teller Clients.

2. SCOPE OF AGREEMENT

2.1. By this Agreement, CanAm agrees to provide Client with a single Annual Subscription Software License to use Teller in the Production Environment. This License includes the number of Interfaces, Concurrent Users, and/or Named Users identified in Exhibit A and subsequent purchase orders.

2.2. Client and CanAm agree that CanAm may opt to permit the use of this Agreement by broader public sector entities to procure Teller Software as a Service according to the terms and conditions of this Agreement as follows:

"Broader Public Sector Entities" means other political subdivisions, municipalities, tax-supported agencies and non-profit entities in the United States, including all local and state government agencies, academic institutions, school boards, special districts and any other public entities as acknowledged by the Federal government and any other public entities as agreed by Client.

With respect to purchases by Broader Public Sector entities, Can/Am acknowledges that such Broader Public Sector Entities shall make purchases in their own name, make payments directly to CanAm, and shall be liable directly to CanAm, holding Client harmless.

3. TERM OF AGREEMENT

3.1. This Agreement will remain in effect for a period of ten (10) years from signing, provided that annual payment is received according to the terms of this Agreement, and will be renewed annually thereafter upon mutual agreement of the Parties, and payment by Client of the Annual Software as a Service Fee within forty-five (45) days of receipt of the renewal invoice, unless otherwise revised or terminated under the provisions of this Agreement. Each annual renewal invoice will be issued thirty (30) days prior to renewal.

4. GRANT OF LICENSE

4.1. This Agreement provides Client with a non-exclusive and non-revocable license for Teller as identified in Exhibit A of this Agreement. This license will be effective for as long as this Agreement is in place and Client remains current with payment of their Annual Software as a Service Fee.

4.2. Client is licensed to use Teller in one (1) Test Environment and one (1) Production Environment at CanAm hosting site.

4.3. Client is licensed to use Teller only for processing transactions associated with Client's business or public purposes. Any other use of Teller by Client is not permitted.

5. SOFTWARE AS A SERVICE FEE

5.1. Client agrees to pay an Annual Software as a Service Fee as specified in Exhibit A for license rights to Teller and for associated Teller support and Teller SaaS Services. The first year of the Teller Software as a Service Fee is billable upon execution of this agreement.

5.2. Client may subsequently add licenses and users throughout the Term for an additional price as set out in Exhibit A.

5.3. The Annual Software as a Service Fee does not include Configuration. CanAm may provide these Services for additional charge under a SOW or directly as professional services for the time and materials hourly rate established in Exhibit A.

5.4. Client agrees to remit payment annually within 45 calendar days of receipt of the invoice. CanAm reserves the right to charge Client one (1) percent interest per month on the undisputed outstanding balance of any fees or expenses not paid with forty-five (45) days of date of invoice.

6. SUPPORT SERVICES

6.1. CanAm agrees, during the term of this Agreement, to provide Teller support services in a timely and professional manner. CanAm will provide unlimited technical support for Client's Teller support personnel described in Section 7.2 of this Agreement. Support pertains to Teller and licensed Teller Plugins.

6.2. The Teller support web site will be available 24 x 7 for submitting Client support requests. The Teller support desk will be staffed from 6:00 a.m. to 6:00 p.m. Mountain Time, Monday to Friday, excluding CanAm published holidays. Extended hours of On Call Support outside of these working hours can be provided at additional rates per Section 8.

6.3. When Client submits a support request through the Teller support web site during normal CanAm hours for support, as specified in Section 6.2 of this Agreement, CanAm and Client will categorize, and CanAm will escalate as appropriate, the support request according to the following criteria. To ensure the listed Response Time, Client must call the provided Teller support toll-free number to report or confirm Critical and High priority issues.

Severity	Definition	Response Time	Resolution Time
Critical	Client site is down. Major impact to operations of Client site.	< 15 minutes	Immediate and ongoing effort, with daily reporting to Client as necessary until a work-around or fix has been provided.
High	Major impairment of at least one important function at Client site. Operations at Client site are impacted. All important Client functions are working albeit with extra work.	< 1 hour	Proceed with fix as high priority work with reporting to Client as necessary until a work-around or fix has been provided.
Medium	Client Operations not significantly impacted. One or more minor Client functions not working. Major usability irritations impacting many staff at Client.	< 4 hours	Proceed with fix as medium priority work, according to schedule set by CanAm.
Low	Minor usability irritations. Work-around exists.	< 2 business days	Proceed with fix as low priority work, according to schedule set by CanAm

6.4. The Software as a Service Fee does NOT include technical support for Configurations and Third-Party Software not embedded within Teller, such as (but not limited to) operating system software and Microsoft Office products. Technical support for Teller related Third-Party hardware that may be used by Client, including scanners, printers, credit terminals, and other hardware peripherals is also not included.

6.5. CanAm will not begin charging Client for resolution of a non-Teller related problem until CanAm demonstrates to Client that the source of the problem is not related to a Teller Defect and Client has authorized work to resolve the issue. No time will be charged to Client for Teller Defects reported to CanAm.

6.6. Unless otherwise specified, Teller product warranty and support activities will be conducted at and deployed remotely. Travel and living expenses to provide on-site services deemed by CanAm at its sole discretion as required to repair a Teller Defect will not be charged to Client.

7. CLIENT OBLIGATIONS AND RESPONSIBILITIES

Unless otherwise stated in a separate agreement between the parties or in a Schedule of this Agreement, the following tasks will be the sole responsibility of Client:

7.1. Infrastructure Support —managing the local Internet Service Provider (ISP) providing Client its internet connection and/or its wireless service; managing its own networks; managing all desktop and mobile hardware for Client staff and implementing its own security policies and procedures.

7.2. First-Line Teller Support -- Client is responsible for providing first-line Teller support to Client staff. First-line Teller Client support is responsible for researching issues and assessing if they are the result of a Teller Defect. Client will identify a limited number of Client staff entitled to submit Teller support requests.

7.3. Future Updates – Client acknowledges that future Updates of Teller software may require different or additional Client equipment and/or software to function properly. CanAm will provide Client with sufficient notification of such requirements. Client will be responsible to fund, acquire, install, and maintain such different or additional equipment and/or software.

8. PROFESSIONAL SERVICES

8.1. At the request of Client, CanAm may provide any or all of the following professional services: development of custom Configurations, report development, training, extended warranty, first line Teller support, On Call Support, and any other consulting activity. CanAm professional services may be purchased for an all-inclusive fixed-cost, or on a time-and-materials basis. All time and materials services will be approved in advance by the Client in a mutually agreed Statement of Work or other written request, and invoiced monthly based on the rates specified in Exhibit A. For fixed-cost services, all terms, conditions and costs will be specified in a mutually agreed Statement of Work.

8.2. CanAm will perform the Services and provide the deliverables that are described in each Statement of Work in accordance with the terms of the SOW and this Agreement, for the price and in accordance with the delivery dates and Specifications described in the Statement of Work.

9. PAYMENT FOR SERVICES

9.1. Client will pay (either to CanAm directly or to an authorized CanAm reseller, as applicable) the fees set out in the Statement of Work, upon acceptance of deliverables specified in the Statement of Work, subject to receipt of invoices from CanAm. Client confirms that the County is tax exempt. CanAm shall pay and be solely responsible for any and all taxes, levies, duties and assessments of every nature which may be applicable to any Services performed under this Agreement, including, without limitation, any tax that CanAm is required to deduct or withhold from any amount payable under this Agreement and shall make all payroll deductions and withholdings required by law. CanAm herein indemnifies and holds the Client harmless from any liability on account of any and all such taxes, levies, duties and assessments. The indemnity provision of this Paragraph 9.1 shall survive the expiration or earlier termination of this Agreement. CanAm may not use Client's tax-exempt status unless specifically authorized in writing in advance.

9.2. CanAm will submit invoices and other supporting documentation which may be required by Client describing the Services and deliverables for which payment is claimed.

9.3. Client will pay, without set-off or deduction, each invoice or undisputed portion of an invoice within thirty (30) days from receipt of the invoice. Any disputes will be resolved according to the dispute resolution process set out in Section 17 of this Agreement. CanAm reserves the right to charge Client one (1) per cent interest per month on any undisputed outstanding balance of any fees or expenses not paid within thirty (30) days of date of invoice.

10. SOURCE CODE

10.1. This license will provide Client with run-time only capability for Teller as described in Section 2 of this Agreement.

10.2. Source code (metadata) to custom Configurations, reports, and specialized code developed specifically for Client will be provided to Client upon request.

11. REPRESENTATIONS AND WARRANTIES

11.1. CanAm will repair Teller Defects reported by Client during the term of this Agreement at no additional charge to Client. CanAm will make all reasonable efforts to resolve Defects quickly, via an Update if necessary.

11.2. The warranty on all CanAm-developed custom Configuration is defined in the applicable SOW. Subject to clause 11.4, licensed Interfaces are warranted. Material changes to the Client environment may require additional fee-based work.

11.3. CanAm does not provide warranty for any custom Configuration or custom code not developed by CanAm.

11.4. CanAm hereby represents and warrants that it is fully experienced and properly qualified, licensed, and financed to perform the Services under this Agreement and that it shall continue to maintain all licenses and approvals required to conduct its business and that it shall conduct its business activities in a reputable manner at all times.

11.5. CanAm represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. CanAm represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such Services shall equal or exceed prevailing industry standards for the provision of such Services.

11.6. CanAm warrants that it has full power and authority to grant this Teller license and that as of the effective date of this Agreement, the Teller software does not infringe on any existing Intellectual Property rights of any Third Party. If a claim of infringement is made by any Third Party, CanAm may, at its sole option either:

a) secure for Client the right to continue using the Teller software; or

b) modify the Teller software so that it does not infringe.

If CanAm cannot or does not either secure for Client the right to continue using the Teller software or modify the Teller software so that it does not infringe, Client may terminate this Agreement for CanAm's breach under Section 15.2. In the event of such termination for IP infringement, CanAm will refund a prorated amount for the remaining term of a fully paid up subscription. This represents Client's sole and exclusive remedy with respect to this warranty.

CanAm has no obligation to indemnify Client under this Section if any infringement claim is based upon or caused by the following: (i) a use for which Teller was not designed or specified; (ii) design specifications or any data, information, drawings, manuals, script, or like materials provided by Client to CanAm, which has resulted in the infringement action; and/or (iii) the unapproved combination, operation or use of Teller with any other Third Party product not provided by CanAm, to the extent that such combination, operation, or use results in the loss, damage, claim or expense in question. For clarity, the Workday integration is an approved combination. CanAm provides no warranty whatsoever for any Third Party software or hardware products. In the event of an infringement claim for which Client is or may be entitled to indemnification hereunder, CanAm will assume the defense at CanAm's sole expense. CanAm will consult with Client regarding any settlement of any Third Party Claim but shall not be required to receive Client's consent to settle any such claim, provided that no settlement shall require Client to admit any wrongdoing without Client's consent. Notwithstanding the foregoing, Client is entitled to be represented in any such action, suit, or proceeding at its own expense and by counsel of its choice.

11.7. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CANAM AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABLE QUALITY OR FITNESS FOR PARTICULAR PURPOSE, WHETHER ARISING BY STATUTE OR IN LAW OR AS A RESULT OF A COURSE OF DEALING OR TRADE USAGE.

11.8. EXCEPT FOR INDEMNITIES SET OUT IN THIS AGREEMENT, THIS SECTION 11 SETS OUT THE SOLE AND EXCLUSIVE REMEDY WHICH APPLIES OR SHALL APPLY TO TELLER AND THE SERVICES. NO ORAL OR VERBAL ADVICE OR INFORMATION GIVEN BY EITHER PARTY, THEIR AFFILIATES OR ITS OR THEIR AGENTS, SERVANTS, EMPLOYEES, OR REPRESENTATIVES, SHALL CREATE A DIFFERENT OR GREATER WARRANTY, AND THE PARTIES ACKNOWLEDGES THAT IT MAY NOT RELY UPON ANY SUCH ORAL OR WRITTEN COMMUNICATIONS TO CREATE OR ESTABLISH WARRANTY RIGHTS IN EXCESS OF THE SOLE AND EXCLUSIVE WARRANTY HEREIN.

12. OWNERSHIP OF SOFTWARE AND DATA

12.1. CanAm has exclusive licensing and distribution rights for Teller software (Copyright © 2004 – 2024, all rights reserved), including Teller; licensed Teller Plugins, and licensed Teller Interfaces within the United States of America and Canada. Client will not remove any ownership or copyright notices from Teller software or documentation. Reproduction, disassembly, decompilation, transfer, reverse engineering, or disclosure to others, in whole or in part, of Teller is strictly prohibited.

12.2. CanAm is, and will remain, the exclusive owner, or is the authorized agent of the owner of Teller proprietary information, and all patent, copyright, trade secret, trademark, and other Intellectual Property rights remain solely with CanAm. No license or conveyance of any such rights to Client is granted or implied under this Agreement.

12.3. CanAm will retain ownership of the Intellectual Property associated with Enhancements or Interfaces developed by CanAm for Client.

12.4. Client is deemed to own any custom Configuration for their Teller installation. Client grants CanAm a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, sublicense, modify, and sell the custom Configuration developed pursuant to this Agreement without compensation to Client.

12.5. Notwithstanding anything to the contrary herein, each Party and its respective personnel and contractors shall be free to use and employ its and their general skills, know-how, pre-existing IP and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any Confidential Information of the other Party.

12.6. Client may not sell, rent, lease, give, distribute, assign, pledge, sublicense, loan, timeshare, or otherwise transfer Teller software or documentation to any other Party. Client agrees not to distribute Teller as part of any other software product, commercial or otherwise, without the prior written approval of CanAm.

12.7. Client will retain sole and complete ownership of its data at all times, regardless of the location of the data, and CanAm may not make any use of Client data other than for testing and Service delivery purposes, without the prior written consent of Client.

13. CONFIDENTIAL AND PROPRIETARY INFORMATION

13.1. Each Party will hold in confidence, and will not disclose to any unauthorized personnel, any confidential or proprietary information of the other Party. Each Party will use such confidential or proprietary information only for the purpose for which it was disclosed.

13.2. As used in this Agreement, the term "confidential or proprietary information" ("Confidential Information") means all trade secrets or proprietary information designated as such in writing by one Party to the other. All software code in source of object format will be deemed to be proprietary information regardless of whether it is marked as such. Information which is orally or visually disclosed by one Party to the other, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, will constitute proprietary information of the releasing Party if:

a) it would be apparent to a reasonable person, familiar with the business of the releasing Party and the industry in which it operates, that such information is of a confidential or proprietary nature; or

b) The releasing Party, within thirty (30) calendar days after such disclosure, delivers to the receiving Party a written document describing such information and referencing the place and date of such oral, visual, or written disclosure, and the names of receiving Party personnel to whom such disclosure was made.

13.3. Each Party will only disclose Confidential Information received by it under this Agreement to personnel who have a need to know such Confidential Information for the performance of its duties and who are bound by an agreement to protect the confidentiality of such Confidential Information.

13.4. Each Party will adopt and maintain programs and procedures which are reasonably calculated to protect Confidential Information, and will be responsible to the other Party for any disclosure or misuse of Confidential Information which results from a failure to comply with this provision. Each Party will promptly report to the other Party any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by the offended Party to prevent, control, or remedy any such violation.

13.5. The obligations of each Party specified above will not apply with respect to any Confidential Information, if the receiving Party can demonstrate, by reasonable evidence, that such Confidential Information:

a) was generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the receiving Party;

b) was already in the possession of the receiving Party at the time of disclosure;

c) becomes known to the receiving Party through disclosure by sources having the legal right to disclose such Confidential Information;

d) was independently developed by the receiving Party without reference to, or reliance upon, the Confidential Information; or

e) was required to be disclosed by the receiving Party to comply with applicable laws or governmental regulations, provided that the receiving Party provides prompt written notice of such disclosure to the offended Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure and, if possible, ensure that the confidentiality obligations of this Agreement are maintained.

13.6. If Client is subject to freedom of information legislation CanAm agrees to adhere to the standards outlined in such legislation regarding protection of privacy and disclosure of records with respect to all work done for Client pursuant to this Agreement.

13.7. Upon termination of this Agreement, each Party will make all reasonable efforts to return to the other Party all tangible manifestations, and all copies thereof, of Confidential Information received by the other Party under this Agreement, if requested to do so by the disclosing Party. In addition, each Party shall certify in writing that it has not retained any copies of any materials belonging to or furnished by the other Party, and that any software provided by the other Party pursuant hereto has been deleted from that Party's computer and no copies have been retained in any form. The foregoing obligation shall not apply to Confidential Information that: (i) a Party deems necessary to retain to comply with applicable laws and regulations; and (ii) exists only as part of regularly generated electronic backup data, destruction of which is not reasonably practicable.

13.8. **Public Records.** CanAm shall comply and shall require all of its subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

(2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and following expiration of this Agreement, or earlier termination thereof, if Consultant does not transfer the records to the County; and

(4) Upon completion of this Agreement, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of CanAm or keep and maintain for inspection and copying all public records required by the County to perform the Services.

If CanAm, upon expiration of this Agreement or earlier termination thereof: i) transfers all public records to the County, CanAm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, CanAm shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by CanAm to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF CANAM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084

14. LIMITATIONS OF LIABILITY AND INDEMNITY

14.1. CANAM'S MAXIMUM TOTAL LIABILITY FOR ANY THIRD PARTY ACTION, CLAIM, LOSS OR DAMAGE ARISING OUT OF TELLER AND THE PERFORMANCE OF ANY SERVICES IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, CLAIM, LOSS OR DAMAGE, BE IT CONTRACT, TORT, STATUTE OR OTHERWISE, SHALL BE AN AWARD FOR DIRECT PROVABLE DAMAGES THAT IN NO EVENT EXCEED THE AGGREGATE OF THE AMOUNTS PAYABLE TO CANAM UNDER THE TERM OF THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

14.2. CLIENT SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THAT UNDER NO CIRCUMSTANCES WHATSOEVER WILL CANAM BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR KIND, OR ANY LOSS RESULTING FROM BUSINESS DISRUPTION ARISING FROM THE USE OF TELLER, OR FROM ANY SERVICES COVERED UNDER THE TERMS OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IN THE EVENT THAT CANAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.3. Subject to Section 14.1 and 14.2, CanAm will indemnify and hold harmless Client and its affiliates, employees and agents from and against any and all liabilities, losses, damages, costs, and other expenses (including attorneys' and expert witnesses' costs and fees) arising from or relating to any Third Party claim caused by the intentional misconduct or gross negligence of CanAm or any of its employees, agents or subcontractors in performing the Services.

14.4. To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by CanAm" shall be construed to include, but not be limited to, CanAm, its staff, employees, subconsultants, all deliverers, suppliers, or anyone acting for, on behalf of, or at the request of CanAm

15. TERMINATION AND DEFAULT CONDITIONS

15.1. CanAm may terminate this Agreement if: Client fails to make required payments within 90 days of due date provided that CanAm has issued a minimum of two (2) delinquency notices, Client materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, Client becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of Client. If any of the above conditions are encountered, CanAm will provide written notice to Client and provide 30 calendar days for Client to remedy the default. If the default is not rectified within 30 calendar days, CanAm will have cause to terminate this Agreement.

15.2. Client may terminate this Agreement if: CanAm materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, CanAm becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of CanAm. If any of the above conditions are encountered, Client will provide written notice to CanAm and provide 30 calendar days for CanAm to remedy the default. If the default is not rectified within 30 calendar days, Client will have cause to terminate this Agreement.

15.3. In the event that, during the term of this Agreement, funds are not appropriated for the payment of Client's obligations hereunder, Client may terminate this Agreement with thirty (30) days advance written notice, or immediately upon confirmation of non-appropriation, effective on the last day for which an appropriation has been made.

15.4. In the event of Termination, either by Client or CanAm, whether for cause or due to lack of appropriation of funds, CanAm must, at no additional cost to Client, export and provide to the County, in a mutually agreeable format, all Client data in the Teller software, a reasonable period of time from the effective date of the Termination. CanAm must also assist the Client with all transition activities for a fee as will be set out in a mutually agreed Statement of Work.

15.5. Termination of this Agreement will not affect the provisions of this Agreement relating to the payment of amounts due under Section 5; Software as a Service License Fees, Section 14; Limitation of Liability and Indemnity, Section 13; Confidentiality; or any other obligations of the parties which by their nature are intended to survive termination of this Agreement.

16. RIGHTS AND OBLIGATIONS

16.1. If either CanAm or Client terminates this Agreement, CanAm will retain all fees for Services delivered to Client up to the date of termination. CanAm will refund a pro-rated portion of the Annual Software as a Service Fee to Client, based on the number of full or partial calendar months of service provided under the Agreement since the last annual renewal date.

16.2. Any termination by either Party as provided in this Agreement will not in any way operate to deny any right or remedy of the other Party, either at law or in equity, or to relieve a Party of any obligation to pay the sums due under this Agreement, or of any other obligation accrued prior to the effective date of termination.

16.3. Upon termination of this Agreement, Client agrees to cease any and all operational use of Teller and further agrees to delete all Teller software from the Client Infrastructure. CanAm agrees to make reasonable provision for an extract of Client's operational data from Client's Production Environment if requested by Client.

16.4. Teller is subject to the export control laws of the United States and other countries. Client may not export or re-export Teller software without the appropriate United States and foreign government licenses. Client must comply with all applicable export control laws and will defend, indemnify and hold CanAm harmless from any claims arising from Client's violation of such export control laws.

16.5. In the event of Termination, either by Client or CanAm, whether for cause or due to lack of appropriation of funds, CanAm must export and provide to the County, in a mutually agreeable format, all data in the Teller software, within thirty (30) calendar days of the effective date of the Termination. CanAm must also assist the Client with all transition activities.

17. DISPUTES

17.1. CanAm and Client will both separately and jointly use diligent efforts to establish positive and ongoing communications both within and between their respective organizations. Key personnel within CanAm and Client will communicate regularly in order to review the status and priorities for the provision of services by CanAm and Client.

17.2. If any dispute between the County and CanAm arises under this Agreement and such dispute cannot be resolved by good faith negotiations at the field level between the Project Managers of CanAm and County, such dispute shall be promptly escalated to the Senior Representatives of the Parties, upon request of either party, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5)

calendar days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving the dispute or disagreement.

17.3. The Senior Representative for the County shall be the Chief Performance Officer.

17.4. The Senior Representative for CanAm shall be the President/CEO of CanAm.

17.5. If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, CanAm shall submit a Contract Claim as provided herein.

17.6. Prior to filing a Contract Claim, CanAm shall first exhaust all remedies set forth in the Contract Documents. Claims arising from this Agreement shall be filed with the Purchasing Director within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing by both parties, CanAm is required to proceed with performance of the Services as set forth herein. The Contract Claim shall include, at a minimum, the following:

- The name and address of CanAm and any legal counsel; and
- CanAm's address to which the County's rendered decisions shall be sent; and
- Identification, and a copy, of the final adverse decision or document that is the subject of the Contract Claim and any exhibits, evidence or documents which CanAm deems applicable to the issues raised in the Claim; and
- Identification of the administrative remedies provided for in this Agreement that were pursued prior to the Claim and the outcome; and

17.7. A statement of the grounds for each issue raised in the Contract Claim to be reviewed and the applicable provisions of this Agreement, as well as any applicable Laws, or other legal authorities which CanAm deems applicable to the Claim.

17.8. During the Purchasing Director's review of the Contract Claim, the Purchasing Director may request additional information from the project team of both parties. The parties must provide the requested information within the time period set forth in the request. Failure of either party to timely comply may result in resolution of the Claim without consideration of the requested information.

17.9. The Purchasing Director shall render a decision on the Contract Claim within twenty-one (21) calendar days of the deadline for receipt of all requested information. The written decision of the Purchasing Director shall be sent to CanAm at the address provided in the Contract Claim, or as otherwise agreed to by the parties.

17.10. The decision for any Contract Claim by the Purchasing Director may be appealed by CanAm to the County Administrator. CanAm must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Purchasing Director's decision. Failure by CanAm to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation, and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of

receipt of all information. The County Administrator's decision shall be considered final, unless CanAm takes legal action in Circuit Court.

18. RELATIONSHIP OF THE PARTIES

18.1. Each of the Parties is an independent contractor. Nothing herein shall be construed to place the Parties in a relationship of principal and agent, partners or joint venturers, and neither Party shall have the power to obligate or bind the other Party in any manner whatsoever.

19. WAIVER

19.1. No failure or delay on the part of either Party to exercise any right or remedy hereunder will operate as a waiver of such right or remedy.

20. ASSIGNMENT AND SUCCESSION

20.1. This Agreement, including all of its rights and obligations created hereunder, shall not be assigned or transferred in any manner whatsoever (except upon transfer of majority ownership of a Party's business by merger, or consolidation, in which case the Agreement may be assigned to the succeeding owner) unless with the prior written consent of the opposite Party signed by an officer thereof, which consent will not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. In the event that a Party is not agreeable to a successor assign, that Party may terminate this Agreement for convenience, with thirty (30) days' written notice to CanAm.

21. NON SOLICITATION

21.1. Both Parties agree that for the duration of this Agreement, and for a period of one (1) year from the date of termination of this Agreement (or the date of termination of the final SOW if that date is later), it will not on its own behalf or on behalf of any other person or entity: (a) initiate contact for the purposes of hiring or contracting the service of, or (b) directly or indirectly solicit or induce for employment, or otherwise offer to hire or contract the services of, any employee, contractor or agent of the other Party who is directly related to the provision of services hereunder. Notwithstanding the foregoing, the provisions of this Section 21.1 shall not apply to the hiring of: (i) any individual who is hired as a result of responding to a general public "help wanted" type of solicitation by a Party; or (ii) any individual who, of his or her own volition, approaches, contacts, or solicits a Party for employment or other working arrangements and who such Party has not induced or solicited to make such approach, contact, or solicitation.

22. FORCE MAJEURE

22.1. Neither Party shall be under liability to each other by reason of non-performance or delay in performance of any obligation hereunder caused by Force Majeure, to the extent that non-performance or delay is attributable to such Force Majeure and only for the duration of the Force Majeure and the effect upon its ability to perform its obligation hereunder.

22.2. Both parties agree to notify the other party of the occurrence of any such Force Majeure, within five (5) business days of the Party becoming aware of the impacts of such Force Majeure. Failure by either Party to provide appropriate notice to the other Party regarding to potential or actual impacts caused by Force Majeure shall negate the waiver of liability for non-performance or delay in performance.

- Notification by either Party related to the potential or actual impacts caused by Force Majeure, shall be made in writing, as provided herein, to the respective Project Manager of the other Party.

23. SEVERENCE

23.1. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision can be severed from this Agreement and all other provisions will remain in full force and effect.

24. INSURANCE

All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of this Agreement. No Services shall commence under this Agreement until CanAm has obtained all insurance coverages required as stated herein. Certificates of insurance shall clearly indicate CanAm has obtained insurance of the type, amount, and classification as required herein. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until expiration or termination of this Agreement.

No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

The types and amounts of insurance required under this Agreement do not in any way limit the liability of CanAm including under any warranty or indemnity provision herein or any other obligation whatsoever CanAm may have to the County or others. Nothing in this Agreement shall limit CanAm to the minimum required insurance coverages stated herein.

The term "Additional Insured" shall mean St. Johns County, its elected officials, officers, employees, agents and representatives. Certificates of Insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
                                500 San Sebastian View
                                St. Augustine, FL 32084
                                Attn: Purchasing Department

CanAm shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS. In claims against any person or entity indemnified under this Paragraph by an employee of CanAm, a Sub-contractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for CanAm or a Sub-contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

CanAm shall procure and maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of $2,000,000 per occurrence, $3,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Agreement, whether such services or operations are by CanAm or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

CanAm shall procure and maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of $300,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

CanAm shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of $2,000,000. A four-year tail policy shall be required upon termination/cancellation of required Professional Liability Coverage. CanAm's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

CanAm shall procure and maintain, during the life of this Agreement, Technology Errors & Omissions/Professional Liability with minimum limits of $5,000,000 per occurrence and aggregate. The Technology Errors and Omissions/Professional Liability Insurance shall cover CanAm and third parties for, at a minimum, the following: Liability for Technology Products/Services, Data Breach, Media Content, Privacy Liability and Network Security. Coverage retro date shall be prior to commencement of Services under this Agreement.

CanAm shall procure and maintain during the life of this Agreement, Cyber Liability insurance with minimum limits of $2,000,000.00.

CanAm shall procure and maintain during the life of this Agreement, Crime Coverage with minimum limits of $2,000,000 per occurrence.

The required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. CanAm shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve CanAm of its responsibility herein. Upon written request, CanAm shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of CanAm. County has no obligation or duty to advise CanAm of any non-compliance with the insurance requirements contained in this Section. If CanAm fails to obtain and maintain all of the insurance coverages required herein, CanAm shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had CanAm complied with its obligations herein.

25. CURRENCY
Unless otherwise noted, all reference to payment amounts in this Agreement are in U.S. dollars.

26. GOVERNING LAW

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Florida. The parties irrevocably attorn to the jurisdiction of the courts of the State of Florida.

27. COUNTERPARTS

This Agreement may be executed in two or more counterparts, by facsimile or otherwise, each of which is an original, and all of which together constitute one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.

28. ENTIRE AGREEMENT

This Agreement, and any applicable attachments, SOWs, schedules, exhibits or other documents, including the RFP (including addenda) constitutes the entire agreement of the Parties with regard to the matters herein, and supersedes all other prior written or oral agreements, representations and other communications between the Parties. In the event of a conflict between this Agreement and Exhibit D (RFP Documents and all Addenda), the terms of Exhibit D will prevail. All terms of any order acknowledgement or other document provided by Client, including but not limited to any pre-printed terms thereon and any terms that are inconsistent, add to, or conflict with this Agreement, shall be null and void and of no legal force or effect. No modification of this Agreement is valid unless set out in writing by the Parties.

29. NOTICES
Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Agreement shall be validly given when delivered as follows:

    i. Hand delivered to the Party's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or

ii.Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Attn: Leigh A. Daniels
Email Address: ldaniels@sjcfl.us

CAN/AM TECHNOLOGIES INC.
Address: 7515 W 17th Ave.
Lakewood, CO 80215
Attn: Joshua Langemann
Email Address:Joshua@canamtechnologies.com

With a copy to:

St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Email Address: jferguson@sjcfl.us

Notices shall be deemed to have been given on the date of delivery to the mailing or email address listed above without regard to actual receipt by the named addressee. County and CanAm may each change the above addresses at any time upon prior written notice to the other party.

30. **Convicted and Discriminatory Vendor Lists, and Scrutinized Companies.** CanAm warrants that neither it nor any subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. CanAm shall immediately notify Client in writing if its ability to perform is compromised in any manner during the term of this Agreement.

Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of $1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Agreement, CanAm certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject CanAm to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., Customer may terminate this Agreement if a false certification has been made, or CanAm is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

31. **Compliance with Florida Statute 287.138.** Pursuant to 287.138 F.S., effective July 1, 2023, Client may not enter into contracts which grants CanAm access to personal identifiable information if: 1) CanAm is owned by the government of a Foreign Country of Concern (as defined by the statute): (2) the government of a Foreign Country of Concern has a controlling interest in the entity; or (3) CanAm is organized under the law of or has its principal place of business in a Foreign Country of Concern. Client shall be entitled to immediately terminate this Agreement with liability to ensure Customer's continued compliance with the statute.

Pursuant to 287.138 F.S., effective January 1, 2024, if CanAm may access, receive, transmit, or maintain personal identifiable information under this Agreement, CanAm must submit a Foreign Entity Affidavit to Client. Additionally, effective July 1, 2025, CanAm shall submit a Foreign Entity Affidavit to Client prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by Client.

32. **Anti-Bribery.** CanAm, its Affiliates, and its subcontractors shall at all times during the term of this Agreement comply with all anti-bribery and corruption laws that are applicable to the performance of this Agreement.

CanAm represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. CanAm shall immediately notify Client of any violation (or alleged violation) of this provision.

33. **Equal Employment Opportunity.** During the performance of this Agreement, CanAm agrees as follows:

    a. CanAm will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. CanAm will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CanAm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause as they apply to the laws of the state in which it operates.

    b. CanAm will, in all solicitations or advertisements for employees placed for, by, or on behalf of CanAm, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

    c. CanAm will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CanAm's legal duty to furnish information.

    d. In the event of CanAm 's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and CanAm may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

34. **Employment Eligibility and Mandatory Use of E-Verify.** As a condition precedent to entering into this Agreement, and in accordance with Section 448.095, F.S., CanAm and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

    a. CanAm shall require each of its Affiliates and subcontractors to provide CanAm with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CanAm shall maintain a copy of such affidavit for the duration of this Agreement. For clarity, E-Verify applies exclusively to US-based subcontractors.

    b. Client, CanAm, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

c. Client, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but CanAm otherwise complied, shall promptly notify CanAm and CanAm shall immediately terminate the contract with the subcontractor.

d. CanAm acknowledges that, in the event that Client terminates this Agreement for CanAm's breach of these provisions regarding employment eligibility, then CanAm may not be awarded a public contract for at least one (1) year after such termination. CanAm further acknowledges that CanAm is liable for any additional costs incurred by Client as a result of Client's termination of this Agreement for breach of these provisions regarding employment eligibility.

35. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

36. **Conflict of Interest.** CanAm represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder. CanAm further represents that no person having any interest shall be employed for said performance. CanAm shall promptly notify Client in writing, in accordance with the Notices provision herein, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence CanAm's judgment or quality of Services being provided hereinunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CanAm may undertake and request an opinion of Client, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by CanAm. Client agrees to notify CanAm of its opinion, in accordance with the Notices provisions herein, of its opinion within thirty (30) days of receipt of notification by CanAm. If, in the opinion of Client, the prospective business association, interest or circumstance would not constitute a conflict of interest by CanAm, Client shall so state in the notification and CanAm shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflice of interest with respect to Services provided to Client by CanAm under the terms of this Agreement.

37. **Examination of CanAm's Records.** Client or its authorized representative who has executed CanAm's standard non-disclosure agreement, shall, until the expiration of five (5) years after final payment under this Agreement, and with at least thirty (30) days written notice and no more than once annually, have access to, and the right to examine any directly pertinent books, documents, papers and records of CanAm involving transactions relating to this Agreement, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that CanAm has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Agreement, then CanAm shall, at the election of Customer, either immediately reimburse to Customer or offset against payments otherwise due CanAm, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies Customer may have.

38. **Availability of Funds.** Client's obligations under this Agreement are subject to the availability of lawfully appropriated County funds. While Client will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, Client makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that CanAM cannot demand that Client provide any such funds in any given County Fiscal Year.

39. **Subcontractors.** CanAm may subcontract with other suppliers in order to perform portion(s) of the Services under this Agreement. However, CanAm must notify the Client of any such proposed subcontractors, and Client shall provide timely written approval of the use of any such subcontractors prior to any Services being performed by subcontractors. The use of subcontractors does not relieve CanAm of any of the requirements or obligations under this Agreement, and CanAm expressly understands that CanAm is responsible for any acts or omissions to the same extent as if the subcontractors were employees of CanAm.

Can/Am Technologies, Inc.   **St. Johns County, FL**

Signature

Name

Title

Date

Signature

Name

Title

Date

Legally Sufficient:

Office of County Attorney

Date

ATTEST: Clerk of Circuit Court & Comptroller

Deputy Clerk

Date

CAN/AM
TECHNOLOGIES

Exhibit A
Licensed Teller Interfaces and Users

License	Description	Quantity	Monthly Base Amount
Teller Standard License	Teller Standard License Package: • Production instance of Teller • Test instance of Teller • 5 Named User Licenses • Credit Processing Interface • Unlimited read-only users • Hosting and Support Services • Workday GL	1	$2,595
Additional Named Users @ $45/month/user	50 Named User Licenses (total: 55 user licenses)	50	$2,250
Business System Interfaces at $250/month/interface	Workday A/R, WATS Development Management, 2 TBD	4	$1,000
End of Day Payment Import Interfaces @ $150/interface	CivicRec, ForeUp, 18 TBD	20	$3,000
Image Cash Letter License / Check Recognition License	For automatic read of check amount and number, and deposit of scanned checks to Bank of America, up to 60,000 scans per year	1	$990
Revenue Submission	Receipting for 15 departments	1	$500
Teller Online	Online portal for citizen payment through Teller for up to 50,000 payments per year. For Workday Accounts Receivable	1	$775
Monthly Total	Pricing based on annual payment		$11,110

Annual Software as a Service Fees*
License and all other fees are in US dollars and exclude any applicable taxes.

Time Period	Fee
Year 1	$133,320
Year 2	$138,653
Year 3	$144,199
Year 4	$149,967
Year 5	$155,966
Year 6	$162,204
Year 7	$168,692
Year 8	$175,440
Year 9	$182,458
Year 10	$189,756
Total:	**$1,600,654**

Professional Services*

All rates are in US dollars and exclude any applicable taxes.

Service	Rate
Professional Services Hours	$200/hr

* After year one, Annual Fees and the Professional Services Hourly rate will be subject to an annual increase of the lesser of CPI or 4% annually.

Additional licenses and/or users may be added throughout the Term of this Agreement. The price for each added license and/or user will be pro-rated to the annual renewal date, itemized accordingly in an invoice, and henceforth included in the annual invoice.

For planning purposes, the above pricing estimates the CPI increase at 4% annually. For clarity, in no event shall the Annual Fee or the Professional Services Hourly rate decrease. For purposes hereof "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, U.S. City Average, published by the Bureau of Labor Statistics of the United States Department of Labor, All Items (1982-84=100).

Exhibit B

SaaS Service Level Agreement

1. **OWNERSHIP OF DATA**

    1.1. Regardless of the location of the hosting facility, Client will retain sole and complete, legal and beneficial ownership of its data stored on the Hosting Services Site.

    1.2. CanAm's responsibilities and rights regarding Client data are solely restricted to the provision of services described in this Hosting SLA. CanAm may not make any other uses of Client data for any reason whatsoever, without the express written consent of Client, unless ordered to release such data by a court of competent jurisdiction.

    1.3. Client may request return of any or all of its data at any time, including after termination or expiration of this Agreement, for any reason, and CanAm will provide such data in a mutually agreeable format within thirty (30) days (or such other time period as the Parties may mutually agree) of the request.

2. **OVERVIEW OF SAAS SERVICES**

    2.1. CanAm is committed to providing secure, reliable and dedicated SaaS Services to Client. For maximum protection and value to Client, CanAm will contract with Amazon AWS for provision of a hosting facility in the United States.

    2.2. CanAm reserves the right to change hosting providers to an alternate service providing comparable functionality, and meeting the standards in this document.

    2.3. All SaaS services will be provisioned from data centers located within the United States.

    2.4. In return for Annual Software as a Service Fee from Client, CanAm will provide the following services to Client:

Service	Description
Secure Hosting Site	A secure hosting facility with 24/7 security control.
Internet Service Providers	A facility with stable network connectivity across North America. Internet services will be routed through multiple independent carriers to eliminate single-carrier points of failure.
Data and Service Redundancy	Redundant storage across multiple zones providing failover in the event of a catastrophic failure at the primary hosting site.
Software	Operating System, Database and Virus Protection software as required to run the Teller environments. CanAm will keep systems secure by keeping them up-to-date on security patches and security audits, and all Third-Party critical updates will be applied in a timely manner following Third-Party vendor notification.
Teller Software Updates	CanAm will test and install into the Teller environment at the SaaS Services hosting Site, all Updates to the Teller software which are made generally available during the term of this Agreement.
Data Backups	Securing Client data against loss is a key provision within the SLA. Full backups will be performed on a regular basis.

3. **AVAILABILITY COMMITMENT, ISSUE TRACKING, AND REMEDIES**

3.1. While the SaaS Services Site availability will generally be expected to be 24 x 7 (except for scheduled or critical outages), the commitment of CanAm is to provide SaaS Services hosting site availability during CanAm business hours (6:00 am – 6:00 pm Monday through Friday Mountain Time, excluding published CanAm holidays) for 99.9% uptime or better in a calendar month. Credits may be claimed only against loss of SaaS Services during CanAm business hours.

3.2. If CanAm during regular Client business hours fails to provide SaaS Services availability, as defined below, in any given calendar month, CanAm will issue a credit towards future SaaS Service Fees in accordance with the following schedule:

SaaS Services Site Availability	Credit Percentage (of monthly fee)
99.9% to 100%	0%
98.0% to 99.8%	2.5%
97.0% to 97.9%	5%
95.0% to 96.9%	7.5%
90.0% to 95.0%	25%
Below 90.0%	100%

3.3. Can/Am will provide a monthly report identifying any downtime in the previous month. Downtime will be calculated to the minute from the time it is first detected (by our monitoring or by Client report) until service is restored, during the guaranteed availability time period defined in 3.1. Downtime percentage is calculated as: Minutes of Downtime / (Daily Guaranteed Availability Minutes X Number of Business Days in Month – Emergency Outage (as defined below) minutes). Credits will be applied to the next billing cycle.

3.4. The total amount credited to Client for any given month under this SaaS Services SLA will not exceed the total Annual Software as a Service fee paid by Client for such month for the affected service. Except in cases of gross negligence, client specifically acknowledges and confirms that under no circumstances whatsoever will CanAm be liable for any incidental, indirect, exemplary, special or consequential damages of any nature or kind, or any loss resulting from business disruption arising from any services covered under the terms of this agreement, regardless of the form of action, whether in contract, tort (including negligence), strict product liability or otherwise, even in the event that CanAm has been advised of the possibility of such damages.

3.5. Client will not receive any credits under this Agreement in connection with any failure or deficiency of CanAm SaaS Services caused by:

- Scheduled Maintenance – Time allocated for scheduled monthly maintenance, Emergency Outage, or critical updates of servers and other CanAm equipment will not be considered "down time" as used in the calculation of SaaS Services availability described in Section 3.2 of this SaaS Services SLA. Maintenance will be scheduled for outside of Client Business hours specified in Section 3.1 of this SaaS Service SLA. The schedule for regular monthly maintenance windows will be provided to the Client at least 4 weeks prior. Except for emergencies, maintenance outages will be communicated via e-mail to the Client at least 2 business days in advance of any such outage.

- Client Equipment – Client is solely responsible for maintaining all Client equipment not at the SaaS Services Site and for ensuring that such equipment is in proper working order, has the correct software installed, and has the ability to connect to the CanAm SaaS Services for the exchange of data.

- Client ISP Provider – Client is solely responsible for maintaining all Client connections with local Internet Service Providers (ISPs) and for resolving any problems that might arise with local ISP connections.

- Internet Outages – CanAm is not responsible for Internet outages (including ISP peering) that may make CanAm SaaS Services appear inaccessible when others can still access it.

- Client Acts or Omissions – including acts or omissions of others engaged or authorized by Client, including, without limitation, any negligence, willful misconduct, or use of the SaaS Services in breach of the terms and conditions of this SaaS Services SLA.

- Emergency Outage - Unavailability of SaaS due to Can/Am or hosting provider response to critical security vulnerability (such as a "Zero Day Vulnerability") or suspected breach

- Force Majeure

Exhibit C: Statement of Work

St. Johns County, FL

Teller Implementation Project

Overview

This Statement of Work ("SOW") is issued pursuant to the Teller Software as a Service agreement (the "Agreement") between the St. Johns County, FL ("Client") and Can/Am Technologies, Inc. ("CanAm"). The SOW describes the scope and pricing of services and hardware for the Teller implementation project.

This Project has a fixed-price cost of $$359,000 for professional services, not including travel costs and optional items which are itemized in this document. SaaS Licensing costs are specified in the Teller SaaS Agreement. Professional Services costs are fixed costs and payable as per the **Payment Milestones** section in this document.

The schedule will be discussed with the Client project team at the Project Kick-off meeting before a final schedule is established and will be contingent on several factors including Client staff availability and resources.

Contact Information

Can/Am Technologies President: Joshua Langemann

- Direct Phone: 303-847-4684
- E-mail: joshua@canamtechnologies.com

Teller Project Manager: Ben Schweitzer

- Direct Phone: 720-577-5180
- E-mail: ben.schweitzer@canamtechnologies.com

Can/Am Technologies Information:

Mailing Address:

1819 Denver West Dr, Suite 225
Lakewood, CO 80401

Telephone:

1-844-583-5537 – toll-free

Scope of Work

The implementation project includes project planning, project management and project administration services to execute the Project successfully within the stated timelines and budget. The scope includes the project kickoff, Teller setup/configuration, development/testing of all integrations, standard reporting, training, and UAT/Go-live support. The stated Target Month will be determined by CanAm and the Client and may be adjusted once an approved project timeline is completed.

Scope of Services

Target Month	Activity	Description	Acceptance Criteria
1	Kickoff Meeting, Teller Analysis Workshops, and Configuration	Up to 5 days of onsite or remote configuration analysis, including: • Teller Kickoff meeting with implementation team members to provide project overview and demonstration of Teller. • Analysis workshops for configuration of Teller software for baseline Teller department. • IT workshop for coordination of deployment, hosting, and IT requirements for equipment. • Project planning.	CanAm has completed workshops and shared the resulting initial decision documentation.
2	Interface Workshops	Up to 4 days of onsite or remote interface analysis, including: • Workday A/R (Bi-Directional) • Workday Financials • WATS Development Management (Bi-Directional) • TBD (Bi-Directional) • TBD (Bi-Directional) • TBD Credit Card Processor • CivicRec (Import) • ForeUp (Import) 18 additional TBD Imports	CanAm has completed workshops and shared the initial resulting decisions and interface requirements.
2/3/4	Interface Requirements	• Workday A/R ((Bi-Directional) • Workday Financials • WATS Development Management (Bi-Directional) • TBD (Bi-Directional) • TBD (Bi-Directional) • TBD Credit Card Processor • CivicRec (Import)	CanAm has delivered finalized Interface Requirements documents based on information gathered with Client on each interface.

		• ForeUp (Import) • 18 Additional TBD Imports • BOA ICL	
5	Teller Configuration	Completion of initial Teller Configuration and Setup for baseline Department based on Workshops.	CanAm has performed initial Teller configuration available to Client in Test environment and provided the Teller Configuration Spreadsheet and Analysis Decisions Document.
6	Interface Development	Development of Teller interfaces to: • WATS Development Management (Bi-Directional) Configuration of Teller interfaces to: • Workday A/R (Bi-Directional) • Workday Financials • Civic Rec (Import)	CanAm has demonstrated working integrations in Client Test environment.
7	Interface Development	Development of Teller interfaces to: • TBD (Bi-Directional) Configuration of Teller interfaces to: • ForeUp (Import) • 3 Additional TBD Payment Imports • TBD Credit Card Processor	CanAm has demonstrated working integrations in Client Test environment.
8	Interface Development	Development of Teller interfaces to: • **TBD (Bi-Directional)** Configuration of Teller interfaces to: • 4 Additional Payment Imports • Bank of America ICL	CanAm has demonstrated working integrations in Client Test environment.
9	Interface Configuration	Configuration of Teller interfaces to: • 4 TBD Payment Imports	CanAm has demonstrated working integrations in Client Test environment.
10	Interface Configuration	Configuration of Teller interfaces to: • 4 TBD Payment Imports	CanAm has demonstrated working integrations in Client Test environment.
11	Interface Configuration	Configuration of Teller interfaces to: • 3 TBD Payment Imports	CanAm has demonstrated working integrations in Client Test environment.
12	Teller Online Configuration	Completion of initial Teller Online configuration. • TBD Card-Not-Present • Workday A/R	CanAm has performed initial online configuration available to Client in Test environment.

13	Revenue Submission Configuration	Completion of initial Revenue Submission configuration.	CanAm has performed initial Revenue Submission configuration available to Client in Test environment.
14	System Integration Testing	System Integration Testing with Client systems and all interfaces and configuration in place.	CanAm has demonstrated all integrations in Client Test environment.
15	Training Trip	Delivery of final configuration for 6 Departments. Training preparation and 4-days of onsite or remote delivery of setup and training sessions: 1. Teller Usage training (Train the Trainer) 2. Teller Administrator training (Train the Trainer) 3. Revenue Submission Training (Train the Trainer) 4. Teller Online Administration Training	Training sessions completed including remedial sessions as needed.
16	UAT	Remote support for Client's User Acceptance Testing. Client-led End-User Training.	CanAm has documented all issues identified and resolved any High or Critical priority issues raised during agreed-upon UAT period.
17	Go Live	Provision Teller Production environment. Provide 3 days of onsite or remote go-live support by a Teller technician. 1-week Post-Go Live Support by Implementation team or until any critical or high priority issues remain unresolved. Transition to Teller Client Care for ongoing support.	Teller is utilized in Production by Client for two weeks with all in-scope functions operational and any High or Critical priority issues resolved in Production to Client's satisfaction.
Monthly	Project Management Monthly	Plan and oversee all aspects of the Teller implementation project to meet the Client's project goals on time and within budget.	Estimated at 15 months. CanAm will provide monthly project status documents to the Client's project manager.

Estimated Travel Costs

Item	Description	Estimated Total
Travel (4 trips)	Actual costs billed monthly as incurred in each month	$17,990

Payment Milestones

Invoices will be sent once a month for PM services and the portion of the project attributable to the month per the schedule below. Hardware will be billed on separate invoices.

Month	Planned Activities	Notes	Amount
A.2	Project Pre-Planning	Pre-Planning and Kickoff Alignment.	$22,400
1	On-site Kickoff Meeting, Teller Analysis Workshops	Services, PM	$22,400
2	On-site Interface Workshops, Interface Requirements	Services, PM	$22,400
3	Interface Requirements	Services, PM	$22,400
4	Interface Requirements	Services, PM	$22,400
5	Teller Configuration	Services, PM	$22,400
6	Interface Development	Services, PM	$22,400
7	Interface Development	Services, PM	$22,400
8	Interface Development	Services, PM	$22,400
9	Interface Configuration	Services, PM	$22,400
10	Interface Configuration	Services, PM	$22,400
11	Interface Configuration	Services, PM	$22,400
12	Teller Online Configuration, Revenue Submission Configuration	Services, PM	$22,400
13	System Integration Testing	Services, PM	$22,400
14	Training, User Acceptance Testing	Services, PM	$22,400
15	Go Live	Services, PM	$23,000
			$359,000

Pricing Terms

- All quoted pricing is in US dollars and exclusive of any applicable taxes.

Hardware Options

Equipment prices are provided based on current rates, and subject to change due to changing hardware costs. The County reserves the right to purchase equipment from alternate sources, and is not obligated to purchase any equipment listed below from CanAm.

Item	Model	Unit Price	Quantity	Total
Receipt Printer	Epson TM-M30/USB/Thermal Printer	$312	0	$0
Check Scanner	Digital Check CheXpress CX30	$481	0	$0
Cash Drawer	APG Series 4000 Electronic Cash Drawer with Multi-Pro interface cable	$406	0	$0
Credit/Debit Device	Ingenico Lane 5000 USB credit/debit PINPad with cables	$786	0	$0
Total Equipment			0	$0

Assumptions

- All deliverables are provided on a Fixed Price basis.
- No data conversion of cashiering data is anticipated in this project or included in the scope.
- Usage training is on a "train the trainer" basis, designed to enable the Client's key users to train existing and future staff on Teller. It is assumed that Can/Am will provide one set of training with key Client staff and trainers, who will perform end-user training for each area.
- Statement of Work is based on the assumption of a single Teller implementation cycle.
- Configuration milestones assume CanAm will implement/assist in implementation of six departments. Any additional departments will be configured by Client or will be additions to scope.
- Online Payment and Credit Processing functionality assumes that Client will contract with a single Teller-integrated credit/e-pay provider for electronic payment processing and online bill payment.
- Image Cash Letter integration is based on an interface to Bank of America and assumes that the Bank will cooperate in testing and approval for ICL submission from Client's Teller system.
- The CanAm Project Manager will coordinate the project with the Client, in conjunction with the project team implementing the Workday solution.
- The travel and accommodation costs necessary to deliver the scope of this effort described in this document are estimated and will be billed based on actual travel costs per the Can/Am Travel Policy. Public health concerns may require a combination of remote and on-site implementation.

- Client **Responsibilities**
- Provide available current cashiering process documentation, including copies of any forms or receipts used.
- Provide mandatory cash management controls required.
- Provide list of items for sale with applicable price & account strings.
- Identify and provide subject matter experts to collaborate with CanAm.
- Attend analysis, demonstration, and training sessions.
- Create user acceptance testing scenarios and plans.
- Provide training to end users prior to go live.
- Acquire and set up all POS hardware and Credit Terminals (Through CanAm if desired).
- Client staff will be available when required. Delays caused by lack of access may impact cost and schedule.
- For all business application interfaces, obtain and provide the Teller implementation team with all API specifications and/or database connections and/or example files as well as a dev/test environment suitable for development of the interfaces. Where a test environment is not available, Client will provide a technical resource that will provide sample input data and validation of all output batch files.

UAT and Change Management

UAT Acceptance

The process of UAT acceptance allows the project teams and other project stakeholders to confidently move the project forward to Go Live knowing that key deliverables have been completed to the satisfaction of both parties.

Upon completion of all deliverables and delivery of the complete system into the Client Testing Environment, Client will conduct User Acceptance Testing based on test plans that the Client develops. CanAm will support Client in this process.

Within 2 weeks of start of testing, Client will deliver to CanAm a list of all issues the High or Critical of which must be resolved prior to go live, if any. Once the issues have been resolved, Client will test and either approve for Go Live or provide an additional list of items to resolve. This process will be documented with an Issues Log to enable tracking of issues and approval of results.

Change Requests

Scope management is a joint responsibility of the CanAm Project Manager and the Client Project Manager. The project team naturally plays a significant role in the management of scope and ultimately the success of the project.

The change control process is initiated when CanAm and/or Client determine that a change is required to the current **scope** or **schedule** baseline at the time the change is identified. Changes to the project scope, schedule and costs will be documented and agreed to using Change Request forms executed by the Client Project Manager and the CanAm Project Manager.

Warranty

1. CanAm represents and warrants that:
   a. it will perform the Services in a professional manner. This includes taking in good faith all reasonable measures to achieve the results described in the Statement of Work;
   b. the Deliverables created by CanAm in connection with this Agreement will conform to the terms and specifications provided herein;
   c. it will not unreasonably delay deliverables beyond the estimated completion months set forth above, and it will immediately inform Client of any delays;
   d. it has the full power and authority to enter into this Agreement, to carry out the obligations under this Agreement and to grant to Client the rights granted hereunder.
2. Unless otherwise directed by Client, CanAm will commence the Services at the time specified in the Statement of Work or as otherwise agreed by the Parties. Unless otherwise specified by Client, the Services will continue without interruption, and the Services will be completed, and the Deliverables will be provided within the time specified. Notwithstanding the foregoing, Client acknowledges that CanAm's performance of this Agreement is dependent in part on Client's actions and that any dates or time periods relevant to the performance of this Agreement by CanAm will be appropriately extended to account for any delays caused by Client's actions or omissions or failure to perform any of its obligations pursuant to this Agreement.
3. CanAm warrants the Services provided under this Agreement for a period of ninety (90) days after go-live.