

**ORDER OF PRECEDENCE OF DOCUMENTS**

Attachment A – Data Protection Agreement (covers PII) Exhibit A – Technical and Organizational Measures Exhibit B – Details of Processing		Attachment B – HIPPA Business Associate Agreement (covers PHI)	
Subscription and Services Agreement (unless otherwise expressly provided in a prospective Order Form for services that is presented to the City for prior review)			
Attachment C – Alight Well Order Form and Schedules		Attachment D – Alight Health and Wellness Order Form and Schedules	
		Attachment D-1 – SLA Schedule	



ALIGHT SUBSCRIPTION AND SERVICES AGREEMENT

This Subscription and Services Agreement (this “**SSA**”), effective upon full execution (the “**Effective Date**”), is by and between City of Chandler, with its principal place of business at 175 S ARIZONA AVE, CHANDLER, AZ 85225-7526 (“**Client**” or “**City**”), and Alight Solutions LLC, with its principal place of business at 4 Overlook Point, Lincolnshire, IL 60069 (“**Alight**” and, together with Client, each a “**Party**” and collectively the “**Parties**”). In consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Contractual Framework. This SSA is a framework arrangement that sets forth terms for each Order Form (as defined below). This SSA does not establish any rights, obligations or liabilities unless, and only to the extent that, the terms of this SSA are incorporated into an Order Form, in which case such terms shall only be binding upon the parties to such Order Form. An Order Form may be entered into by the parties to this SSA or any of their respective affiliates, and all references to “Alight,” “Client” and “Party(ies)” in this SSA shall refer to the applicable entities that entered into such Order Form for purposes thereof. All references in this SSA to the “**Agreement**” shall refer to the Order Form inclusive of the terms of this SSA incorporated therein. Each Agreement is a separate and severable agreement between the applicable Parties thereto and each such Party shall be solely responsible for its obligations thereunder.

Section 2. Overview.

2.1. Scope. The services that Alight will provide to Client under the Agreement (the “**Services**”) may include software-as-a-service offerings (“**Subscription Services**”) and/or professional services (“**Professional Services**”).

2.2. Order Forms. The Services will be described in one or more statements of work or other written ordering documents (each, an “**Order Form**”). To be effective, each Order Form must reference this SSA and be duly executed by an authorized representative of each Party. If there is a conflict between a term in this SSA and a term in any Order Form, the term in this SSA shall control unless otherwise expressly provided in such Order Form.

2.3. Change Orders. Each Party may request changes in the Services. If the Parties agree to proceed with a change, a written change order (a “**Change Order**”) describing the change (including the impact of the change on scope and fees) shall be prepared by Alight and submitted to Client for review. Each Party is responsible for its own costs associated with developing a Change Order unless otherwise mutually agreed. To be effective, each Change Order must be identified as such and be duly executed (or otherwise approved via another mutually agreed method) by an authorized representative of each Party. Each Change Order shall be deemed an amendment to the Agreement.

2.4. Business Requirements Documents. Where applicable, detailed requirements for the Services will be set forth in additional written documentation (the “**Business Requirements Documents**”) prepared by Alight and submitted to Client for review and approval. To be effective, the Business Requirements Documents must be approved in writing (which may be via email or other electronic acknowledgement) by an authorized representative of Client. If there is a conflict between the description of Services in the applicable Order Form and a related Business Requirements Document, the Business Requirements Document shall control. Notwithstanding anything to the contrary herein, Client’s right to use the Business Requirements Documents shall terminate upon the termination of the applicable Services.



2.5. Client Directions. Alight may receive other directions from Client that may be relied upon in providing the Services (e.g., interpretations of laws, policies, procedures and plans). If Alight reasonably requests any such direction, Client shall use reasonable efforts to provide such direction in a timely manner.

2.6. Client Affiliates. Client may make the Services available to its affiliates that have not entered into a separate Order Form with Alight. Any use of the Services by any such affiliate shall be deemed use of the Services by Client and subject to all of the terms and conditions of the Agreement. Client shall cause any such affiliate to comply with all of Client's obligations under the Agreement. Client shall be responsible for any such affiliate's acts or omissions to the same extent as if such acts or omissions were by Client.

Section 3. Subscription Services. This Section applies to any Subscription Services included in an Order Form.

3.1. Access and Use. Alight hereby grants Client a non-exclusive, non-transferable (except in compliance with the assignment provisions of this SSA) right to access and use the Subscription Services during the term of the Agreement solely for use by Client and its Authorized Users (as defined below) for Client's internal business purposes and otherwise in accordance with the terms and conditions of the Agreement. For purposes hereof, "**Authorized Users**" means Client's employees and other related individuals who are, in accordance with the terms of the Agreement, authorized by Client to access and use the Subscription Services. Client shall be responsible for use of the Subscription Services by its Authorized Users to the same extent as if such use was by Client. Alight may, in its reasonable discretion, modify the Subscription Services provided that such modification does not materially reduce the functionality of the Subscription Services. If the performance, integrity or security of the Subscription Services is adversely impacted or at risk of being compromised as a result of any act or omission by Client or any of its Authorized Users in violation of the Agreement, Alight may suspend access to the Subscription Services to the extent, and for so long as is, reasonably necessary to resolve the issue. In any such event, Alight will promptly notify Client of such suspension and the Parties will cooperate in good faith to resolve the issue and restore access as soon as reasonably practicable.

3.2. Access Credentials. Alight shall provide to Client and its Authorized Users any user names, passwords or other access credentials necessary to access and use the Subscription Services ("**Access Credentials**"). Client shall be responsible for the security and use of its and its Authorized Users' Access Credentials.

3.3. Documentation. For purposes hereof, "**Documentation**" means any manuals or other materials that Alight provides or otherwise makes available to Client that describe the functionality, features or requirements of the Subscription Services. Alight hereby grants Client a non-exclusive, non-transferable (except in compliance with the assignment provisions of this SSA) right to use the Documentation during the term of the Agreement solely for use by Client and its Authorized Users for Client's internal business purposes and otherwise in accordance with the terms and conditions of the Agreement.

3.4. Warranties. Alight represents and warrants to Client that, throughout the term of the Agreement, the Subscription Services will perform in material accordance with the specifications in the applicable Order Form and any applicable Business Requirements Document. In the event of any failure of the Subscription Services to comply with such warranty, Alight shall, upon Client's written request, correct such failure at its own expense to the extent such correction is reasonably necessary and practical under the circumstances. **Except as otherwise expressly provided in the applicable Order Form, the Subscription**



Services are provided “as is” and Alight does not make, and hereby disclaims, any and all other warranties (express, implied or otherwise) with respect to the Subscription Services.

3.5. Enhancements. Alight will provide to Client at no cost all updates and enhancements to the Subscription Services that Alight provides at no cost to all of its other similarly situated customers.

3.6. Restrictions. Client shall not, and shall not permit any other Person (including any Authorized User) to, (a) access or use the Subscription Services except in accordance with the terms of the Agreement and the related Documentation, (b) use the Subscription Services in any manner that does not comply with applicable laws, (c) create derivative works based on, sell, license, transfer or otherwise grant rights to, reverse engineer or otherwise attempt to obtain source code in, or take any action that may interfere with any of Alight’s rights in or to, the Subscription Services, (d) bypass or breach any security protection used by, or otherwise damage or disrupt, the Subscription Services or (e) upload or otherwise provide to or through the Subscription Services any data or other material that is unlawful or intended to harm the Subscription Services or any data or systems related thereto.

3.7. Client Systems. Client shall (a) acquire, operate and maintain all software, systems, equipment and services necessary for Client and its Authorized Users to access and use the Subscription Services (“**Client Systems**”) and (b) be responsible for all access to and use of the Subscription Services by or through Client Systems or any other means controlled by Client or any of its Authorized Users.

Section 4. Professional Services. This Section applies to any Professional Services included in an Order Form. Alight represents and warrants to Client that (a) it shall provide the Professional Services in a professional and workmanlike manner, (b) the Professional Services shall conform in all material respects with the specifications for such Professional Services set forth in the applicable Order Form and any applicable Business Requirements Document, (c) its personnel shall have the skill and qualifications reasonably necessary to perform their respective duties with respect to the Professional Services and (d) it shall be responsible for payment of all salaries and social security, unemployment and other taxes related to its personnel. In the event of any failure of the Professional Services to comply with such warranties, Alight shall, upon Client’s written request, correct such failure at its own expense to the extent such correction is reasonably necessary and practical under the circumstances. **Except as otherwise expressly provided in the applicable Order Form, the Professional Services are provided “as is” and Alight does not make, and hereby disclaims, any and all other warranties (express, implied or otherwise) with respect to the Professional Services.**

Section 5. Compensation.

5.1. Fees and Expenses. The fees and expenses payable in connection with the Services provided under the Agreement, together with the terms under which such fees and expenses will be invoiced, paid and adjusted, shall be set forth in the applicable Order Form, and Client shall pay such fees and expenses to Alight in accordance therewith.

5.2. Alight will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

5.3. Alight and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by Alight. Alight will and require all subcontractors to hold the City



harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

Section 6. Term and Termination.

6.1. Term; Effect of Termination. The term of this SSA shall begin on the Effective Date and shall continue for a period of three years. The parties may agree to renew this SSA for up to two periods of two years each. The termination of this SSA shall not result in the termination of the Agreement. The term of the Agreement shall be set forth in the applicable Order Form. The termination of the Agreement shall not result in the termination of this SSA or any other Agreement. The rights and obligations of the Parties which, by their nature, should survive termination or expiration of the Agreement, shall survive such termination or expiration.

6.2. Termination for Convenience. Client may elect to terminate this Agreement or any Order Form for its convenience between May 1st and May 31st of each given calendar year that this Agreement or any Order Form remains in effect ("Opt-Out Period") by providing written notice to Alight. Where the Client exercises its termination for convenience right hereunder by providing Alight with written notice during the Opt-Out Period for that applicable year, this Agreement shall terminate at least sixty (60) days from Alight's receipt of the Client's notice. Where no such notice is received by Alight during the Opt-Out Period, or such notice is received by Alight after the expiration of the Opt-Out Period for that applicable year, then the Agreement and any Order Form shall continue and remain in effect until terminated in accordance with its terms. Notwithstanding anything to the contrary in this Agreement, in the event of a termination for convenience under this Section, Client will pay Alight for the Services performed in accordance with the terms and conditions of this Agreement and any Order Form up to and through the date of termination plus the pro rata amount of implementation costs. The pro rata amount of implementation costs is determined by multiplying total implementation costs by the percentage of the remaining Agreement term. Example: Total implementation costs = \$100,000; remaining agreement term when terminated 66.7% (terminated after first year of three year term); recoverable implementation costs = \$66,700. For purposes of this clause, "implementation costs" means, if applicable, Alight's incurred implementation costs to provide the Services described in Attachment C and Attachment D.

6.3. Termination for Cause. Each Party may terminate the Agreement for cause if the other Party materially breaches the terms of the Agreement and such breach is not cured within 30 days after the non-breaching Party delivered notice of such breach to the breaching Party. If a breach cannot reasonably be cured within such cure period and the breaching party promptly commences diligent efforts to cure such breach, then such cure period shall continue as long as such diligent efforts to cure continue, but not beyond the date that is 90 days after delivery of the applicable breach notice.

Section 7. Client Obligations. Client shall (a) provide or otherwise make available to Alight all data in Client's control (including data held by any Client vendor or other representative on Client's behalf) necessary for Alight to perform the Services, (b) obtain any licenses, authorizations, consents and approvals required for Alight to use or otherwise access any data or other materials provided or otherwise made available to Alight by or on behalf of Client or any employee or other person that is an end user of the Services ("**Service Users**") and (c) provide Alight with reasonable advance notice of any known event or circumstance that may impact the Services (e.g., modifications of Client policies, procedures and plans). Client shall be responsible for the accuracy and appropriateness of any data or other materials provided or otherwise made available to Alight by or on behalf of Client.



Section 8. Confidentiality.

8.1. Confidential Information. For purposes hereof, “**Confidential Information**” means all information, irrespective of the form thereof, disclosed by or on behalf of either Party (as applicable, the “**Disclosing Party**”) to the other Party (as applicable, the “**Receiving Party**”) or its Representatives (as defined below) in connection with the subject matter hereof that is marked confidential or which otherwise would be understood by a reasonable person in the position of the Receiving Party to be confidential in nature, including any such information regarding the Disclosing Party’s services, products, systems, software, marketing, pricing, operations, financial results, plans, strategies, trade secrets, know-how, methods and intellectual property and its relationship with employees, prospects, customers, suppliers and other third parties, as well as the terms of the Agreement; provided, however, that, except for personal data (which shall at all times be treated as confidential), “Confidential Information” shall not include any information that (a) is or becomes generally available to the public other than as a result of a disclosure thereof by the Receiving Party or its Representatives in violation hereof, (b) was or becomes available to the Receiving Party from a source (other than the Disclosing Party or its Representatives) that, to the Receiving Party’s knowledge, was not prohibited from disclosing such information pursuant to a contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party or (c) is or was independently developed by the Receiving Party or its Representatives without the use of any information that would otherwise be Confidential Information hereunder.

Legal Requirements. If the receiving party is requested or required to disclose any of the disclosing party’s Confidential Information under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a “Legal Requirement”), the receiving party will, to the extent not precluded by law, provide prompt notice of such Legal Requirement to the disclosing party so the disclosing party may seek an appropriate protective order or other appropriate remedy (e.g., withholding disclosure or proposing redactions (as deemed appropriate by the disclosing party) in accordance with the recognized common law exemption for business records, financial data, trade secrets or other applicable exemption to the Arizona Public Records Law (A.R.S. §§ 39-121 to -128)) or waive compliance with the provisions of this Agreement. If the disclosing party is not successful in obtaining a protective order or other appropriate remedy and the receiving party is, in the reasonable opinion of its counsel, legally compelled to disclose such Confidential Information, or if the disclosing party waives compliance with the provisions of this Agreement in writing, the receiving party may disclose, without liability hereunder, such Confidential Information in accordance with, but solely to the extent necessary, in the reasonable opinion of its counsel, to comply with the Legal Requirement.

8.2. Restrictions. The Receiving Party shall not use the Disclosing Party’s Confidential Information for any purpose other than to exercise its rights or perform its obligations hereunder. The Receiving Party shall not, without the prior written consent of the Disclosing Party, disclose any of the Disclosing Party’s Confidential Information to any unrelated third party other than the Receiving Party’s affiliates and its and their directors, officers, employees, independent contractors, advisors, subcontractors, vendors, agents or other representatives (collectively, “**Representatives**”) who, in each case, (a) reasonably require access to such Confidential Information to assist the Receiving Party to exercise its rights or perform its obligations under the Agreement and (b) have a contractual, legal, professional or fiduciary obligation of confidentiality to the Receiving Party that is consistent in all material respects with the Receiving Party’s obligations of confidentiality to the Disclosing Party hereunder. The Receiving Party shall be responsible for any use or disclosure of the Disclosing Party’s Confidential Information by any of its Representatives (in their capacity as such) to the extent such use or disclosure, if by the Receiving Party, would not be permitted hereunder.



8.3. Required Disclosure. Notwithstanding the foregoing and subject to the disclosure requirements of Arizona public records law and any redactions recognized by Arizona common law exemption for business records, financial data, trade secrets or other applicable exemption to the Arizona Public Records Law (A.R.S. §§ 39-121 to -128), if the Receiving Party or any of its Representatives is requested or required to disclose any of the Disclosing Party's Confidential Information by law or legal process, then (a) the Receiving Party shall (if permitted by law) promptly notify the Disclosing Party and reasonably cooperate with the Disclosing Party (at the Disclosing Party's expense) in its efforts to obtain an appropriate protective order or other remedy and (b) if such protective order or other remedy is not obtained, the Receiving Party or its Representative (as applicable) may disclose that portion of the Confidential Information which is legally required to be disclosed and shall use commercially reasonable efforts to obtain reasonable assurances that confidential treatment, if available, will be accorded such Confidential Information. Notwithstanding the foregoing, the Receiving Party and its Representatives shall be permitted to disclose any Confidential Information without the consent of or notice to the Disclosing Party and without otherwise complying with the terms of this Section in connection with any ordinary course examination by a regulator, self-regulatory organization or similar supervisory authority, provided that such examination is not specifically directed at the Disclosing Party.

8.4. Obligations on Termination. Subject to any other obligations herein with respect to the return or retention of information, following termination of the Agreement, the Receiving Party shall, and shall require its Representatives to, destroy all Confidential Information in the possession, or under the control, of the Receiving Party or its Representatives in connection with the Agreement; provided, however, that the Receiving Party and its Representatives shall be entitled to retain copies of Confidential Information to the extent necessary to comply with applicable law or published professional obligations or for litigation or bona fide records retention purposes, in each case, to the extent permitted by law. Notwithstanding the foregoing, to the extent that Confidential Information includes Client Personal Information, Alight shall endeavor to return such Confidential Information consistent with the relevant provisions of the DPA, as feasible.

8.5. Injunctive Relief. In addition to any other remedy to which it may be entitled, the Disclosing Party shall be entitled to seek an injunction or other equitable remedy to prevent or enjoin breaches of this Section 8 (Confidentiality) by the Receiving Party or any of its Representatives.

Section 9. Proprietary Rights.

9.1. Client Data. As between the Parties, all right, title and interest, including all intellectual property rights, in and to all information and other materials provided or otherwise made available to Alight by or on behalf of Client or any Service User in connection herewith shall be owned by Client ("**Client Data**"). Client hereby grants Alight a non-exclusive, royalty-free right to use Client Data for the purpose of performing the Services and otherwise complying with any of its obligations or asserting any of its rights under this Agreement or any Order Form. Alight may use anonymized Client Data in compliance with applicable law.

9.2. Deliverables. Client shall own all reports and records developed by or on behalf of Alight exclusively for Client in performing the Services except for any intellectual property rights of Alight or its Representatives therein (e.g., trademarks and templates) ("**Deliverables**").

9.3. Alight IP. As between the Parties, all right, title and interest, including all intellectual property rights, in and to all elements of the Services (including all trade names, trade secrets, know-how, methods, software, information and other materials) provided or otherwise made available to Client or the Service Users by or on behalf of Alight (including the Documentation), except for any Client Data incorporated therein



or any Deliverable, shall be owned by Alight (“**Alight IP**”). Alight hereby grants Client a non-exclusive, royalty-free right to use Alight IP to the extent necessary to enable Client to make reasonable use of the Services for its own internal business purposes; provided that Client shall not create derivative works based on, sell, license, transfer or otherwise grant rights to, reverse engineer or otherwise attempt to obtain source code in, or take any action that may interfere with any of Alight’s rights in or to, any Alight IP. For the avoidance of doubt, Client’s right to use any Alight IP made available to Client or the Service Users by or on behalf of Alight in connection with the Services shall end upon the termination of such Services except to the extent such Alight IP is embedded in a Deliverable.

9.4. Reservation of Rights. The Agreement does not grant or otherwise give either Party any right, title or interest in or to any of the other Party’s intellectual property or other proprietary rights (including any such rights developed or acquired under or in connection with the Agreement), except as expressly provided herein.

Section 10. Compliance with Law. Each Party shall comply in all material respects with the laws applicable to its business, operations and employment of its personnel. As between the Parties, Client shall be responsible for (a) preparing, adopting and maintaining all documents establishing Client policies, procedures and plans and ensuring that such Client documents comply with applicable law, (b) interpreting and complying with such documents and all laws applicable to Client and (c) supervising the activities of Client’s vendors and other representatives (other than Alight). Client is responsible for ensuring that its own use of any data reported in connection with the Services complies with all applicable laws. To the extent applicable in connection with the Services, it is Alight’s expectation that Client will provide Alight with data that, if processed for payment, would result in a payment permitted under applicable law (including OFAC). Alight does not provide legal or tax advice.

Section 11. Data Protection.

11.1. Data Security and Privacy. The Parties shall comply with the terms and conditions of the Data Protection Agreement attached hereto (the “**DPA**”). If any “protected health information” (as defined under the Health Insurance Portability and Accountability Act of 1996) is created, received, maintained or transmitted by or on behalf of Alight for Client, then Alight and Client shall execute a Business Associate Agreement (a “**BAA**”). If Client directs Alight to provide Client Data or other information to any Client vendor or other representative (other than Alight), Client shall be responsible for the acts and omissions of such vendor or other representative with respect thereto. If Client requires Alight to establish single sign-on integration with Client’s or any of its third party vendors’ systems, Alight will not be responsible for any authentication by Client or any such third party.

11.2. Business Continuity. Alight shall maintain a business continuity and disaster recovery program based on generally accepted industry practices designed to reduce the effects of a significant disruption in Alight’s operations. A summary of such program is in the DPA.

11.3. Record Retention. Alight shall maintain records relating to the Services provided, and the fees payable under, the Agreement in accordance with Alight’s generally accepted accounting and business practices, as may be more specifically described in the applicable Order Form. Client shall retain duplicate copies of any Client Data it provides or otherwise makes available to Alight.



Section 12. Remedies and Liability.

12.1. Indemnification. Each Party (as applicable, the “**Indemnifying Party**”) shall indemnify the other Party and its affiliates (as applicable, each an “**Indemnified Party**”) against any and all losses, damages, liabilities and expenses (including reasonable attorneys’ fees) (collectively, “**Losses**”) incurred by such Indemnified Party in connection with third party claims to the extent such Losses are a result of (a) any breach of the Agreement by the Indemnifying Party, (b) any negligent or more culpable act or omission (including willful misconduct) of the Indemnifying Party or any of its Representatives in connection with the subject matter of the Agreement, (c) any bodily injury (including death) or damage to real or tangible personal property caused by any negligent or more culpable act or omission (including willful misconduct) of the Indemnifying Party or any of its Representatives in connection with the subject matter of the Agreement or (d) any infringement of the intellectual property rights of a third party by use of Alight IP (if Alight is the Indemnifying Party) or Client Data (if Client is the Indemnifying Party) as contemplated hereunder. For the avoidance of doubt, no Indemnified Party shall be entitled to indemnification under the Agreement for any Losses to the extent that such Indemnified Party has been otherwise compensated with respect to such Losses (including as a result of re-performance).

12.2. Defense of Third Party Claims. If any third party claim is threatened or otherwise asserted that would reasonably be expected to give rise to a claim for indemnification hereunder, the Indemnified Party shall deliver a reasonably detailed notice thereof to the Indemnifying Party; provided that a failure to provide such notice shall not relieve the Indemnifying Party of any liability hereunder unless, and only to the extent that, the defense of such third party claim is prejudiced by such failure. The Indemnifying Party may elect (but is not obligated) to assume and thereafter conduct the defense of such third party claim by promptly providing the Indemnified Party with notice to such effect; provided that the Indemnified Party shall have the exclusive right to assume and conduct the defense of any third party claim (a) to the extent such third party claim seeks an injunction or other equitable relief or may give rise to criminal liability, (b) if a material conflict of interest exists between the Indemnified Party and the Indemnifying Party with respect to such third party claim or (c) if the Indemnifying Party fails to vigorously defend such third party claim. If the Indemnifying Party assumes such defense, the Indemnified Party may also participate in such defense with counsel of its choice and at its expense and shall otherwise reasonably cooperate with the Indemnifying Party in such defense. Neither the Indemnified Party nor the Indemnifying Party shall enter into any settlement of, or consent to the entry of any judgment arising from, any such third party claim without the other’s prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed); provided that the Indemnifying Party shall not be required to obtain the Indemnified Party’s consent for any such settlement or judgment that provides for the unconditional release of the Indemnified Party in connection therewith and solely involves the payment of monetary damages (i.e., no injunction or other equitable relief) for which the Indemnified Party will be indemnified hereunder.

12.3. Related Third Party Claims. The Indemnified Parties other than the Parties are not intended third party beneficiaries of the Agreement. Rather, all claims arising from or related to the Agreement shall be made by a Party and each Party shall be indemnified by the other Party against any Losses incurred in connection with any such claim made directly by such other Party’s related Indemnified Parties.

12.4. Mitigation. Each Indemnified Party shall use reasonable efforts to mitigate any Losses it incurs in connection with the Agreement and the Parties shall reasonably cooperate to mitigate the effects of any of the events giving rise to such Losses.



12.5. LIMITATION OF LIABILITY. Notwithstanding anything to the contrary herein, each Party's maximum aggregate liability arising from or related to the Agreement shall not in any event exceed an amount equal to three (3) times the average annual fees paid or payable to Alight in connection with the Agreement (the "General Cap"); provided that such limitation shall not apply to liabilities resulting from a breach by a Party of its obligations under Section 8 (Confidentiality), Section 11.1 (Data Security and Privacy), the DPA or, if applicable, the BAA, for which liabilities a Party's maximum aggregate liability shall not in any event exceed an amount equal to \$1,000,000 (the "Data Cap") (it being understood and agreed that liabilities subject to the General Cap shall not apply toward the Data Cap and vice versa). The limitations in this Section shall apply to any and all liabilities of any nature whatsoever and to all legal theories of recovery (including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), failure of essential purpose, strict or statutory liability, contribution or any other cause of action and regardless of whether asserted as a direct claim, a third party claim or otherwise); provided that such limitations shall not apply to any liability resulting from (a) any fraudulent, criminal or willful and intentional misconduct by a Party or any of its Representatives, (b) a Party's indemnification obligations under Section 12.1(c) (Bodily Injury and Property Damage), Section 12.1(d) (IP Infringement) and Section 12.3 (Related Third Party Claims), (c) a breach by Client of any of its payment obligations hereunder or (d) any other liability which may not be limited under applicable law. Any Losses incurred by a Party as a result of any third party claim arising from or related to the Agreement that is made by any of the other Party's Representatives (and including in the case of Client any Service User) shall apply toward the General Cap or Data Cap (as applicable).

12.6. CONSEQUENTIAL DAMAGES. Notwithstanding anything to the contrary herein, to the extent permitted by law, in no event shall either Party be liable for any loss of anticipated savings, loss of data, harm to reputation, impaired goodwill or lost productivity, lost profits or revenue, diminution in value or consequential, indirect, incidental, special, punitive or exemplary damages suffered by the other Party or its Representatives arising from or related to the Agreement, regardless of the applicable legal theory of recovery (including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), failure of essential purpose, strict or statutory liability, contribution or any other cause of action) or the foreseeability thereof (and whether or not such Party was advised of the possibility thereof).

Section 13. Insurance. Alight shall, at its own expense, maintain the following insurance coverages with insurers rated A-VII or better in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies: (a) workers' compensation and related insurance as prescribed by applicable law; (b) employer's liability insurance with limits of \$1,000,000 USD for bodily injury per occurrence; (c) general liability insurance in the amount of \$2,000,000 USD per occurrence and \$4,000,000 USD in the aggregate; and (d) professional / cyber liability insurance in the amount of \$5,000,000 USD in the aggregate. Upon Client's request, Alight shall provide Client with certificates of insurance evidencing such coverages.

A. Minimum Scope and Limits of Insurance: Contractor must provide coverage with limits of liability stated below.

1. Commercial General Liability – Occurrence Form

Said insurance must also include coverage for products completed operations, personal injury, property damage, and advertising injury.

Products –	Completed Operations Aggregate	\$4,000,000
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Each Occurrence

\$2,000,000

The City of Chandler, its agents, representatives, officers, directors, officials, employees, and volunteers shall be included as an additional insured with respect to liability arising out of the activities performed by Contractor.

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against the City of Chandler.

3. Tech E&O and Network Security & Privacy Liability Insurance (Cyber)

In addition to the insurance requirements set forth in the Agreement, Contractor agrees to provide the following insurance coverage and limits of coverage as part of this Agreement.

For Service Contracts under \$500,000 limits:

Per Claim	\$3,000,000
Aggregate	\$3,000,000

For Service Contracts over \$500,001 limits:

Per Loss	\$5,000,000
Aggregate	\$5,000,000

The policy shall cover acts, errors or omissions resulting from the performance of the Services of this Agreement. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained for an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one (1) year following termination of Agreement. If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Contractor shall provide proof of same. The insurance shall provide coverage for the following risks:

3.1 Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.



3.2 Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure.

3.3 Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

B. Additional Insurance Requirements: With the exception of the Tech E&O and Network Security & Privacy Liability Insurance (Cyber) Insurance, the policies must contain, or be endorsed to contain, the following provisions: Contractor's insurance coverage must be primary insurance and non-contributory with respect to the obligations that Contractor has undertaken under this Agreement and also contain a waiver of subrogation against the City, its officers, officials, volunteers, and employees, for losses arising from work performed by the Contractor under this Agreement.

C. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and Alight must provide thirty (30) days prior written notice of cancellation to the City except for non-payment of premium for which a ten (10) day notice will be provided. Such notice must be sent directly to the addresses listed below and must be sent by certified mail, return receipt requested:

City of Chandler
Attention: Purchasing Division
P.O. Box 4008, Mail Stop 901
Chandler, Arizona 85244-4008
Phone: (480) 782-2400
Email: purchasing@chandleraz.gov

With a copy to: Office of the City Attorney
Attention: Risk Management
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008
Phone: (480) 782-4640
Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

D. Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of A- VII. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

E. Verification of Coverage: Contractor must furnish City with certificates of insurance (ACORD form or equivalent approved by City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received upon execution of the Agreement. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to reasonably



provide evidence of renewal is a material breach of this Agreement. All certificates required by this Agreement must be sent directly to the City of Chandler Information Technology Department with a copy to Risk Management as the addresses listed in Section C. The Agreement number and description are to be noted on the certificate of insurance.

F. Approval: Any modification or variation from the insurance requirements in this Agreement must have prior approval from the Office of the City Attorney, whose decision will be final. Such action will not require a formal contract amendment but may be made by administrative action.

Section 14. Dispute Resolution. In the event of any dispute arising from or related to the Agreement, the Parties shall for a period of at least 30 days attempt in good faith to negotiate a resolution thereof, including by escalating the matter to the managers of the persons with direct responsibility for administration of the Agreement; provided that the foregoing shall not limit a Party's right to commence legal proceedings to prevent irreparable harm. All communications in connection therewith shall be treated as compromise and settlement negotiations without prejudice for purposes of applicable rules of evidence.

Section 15. Miscellaneous.

15.1. Entire Agreement. The Agreement, together with any Business Requirements Document and Change Order, the DPA and, if applicable, the BAA and all exhibits and schedules referenced herein and therein, constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof and thereof, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

15.2. Severability. If any provision of the Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement and such provision as applied to other persons, places or circumstances shall remain in full force and effect and such invalid, void or unenforceable provision shall be enforced to the fullest extent permitted by law.

15.3. Amendment; Waiver. Neither this SSA nor the Agreement may be amended or otherwise modified unless such amendment or modification is set forth in writing, identified as an amendment or modification thereof and duly executed by an authorized representative of each of the applicable Parties. No provision of this SSA or the Agreement may be waived unless such waiver is set forth in writing, identified as a waiver thereof and signed by an authorized representative of the waiving Party. An amendment or waiver of this SSA shall have no effect on any Agreement in effect at the time of such amendment or waiver unless otherwise agreed by each of the applicable Parties. An amendment or waiver of the Agreement shall have no effect on this SSA or any other Agreement. Except as otherwise provided in the Agreement, no failure or delay by a Party in exercising any right under the Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right.

15.4. Assignment. A Party may not assign this SSA or the Agreement without the prior written consent of the applicable non-assigning Party and any purported assignment without such consent shall be void and unenforceable; provided that a Party may, without obtaining such consent, assign this SSA or the Agreement (as applicable) to any affiliate of such Party or to any person in connection with any sale or other transfer of all or substantially all of the business or assets of such Party. The assigning Party will notify the non-assigning Party of the assignment in writing within thirty (30) days of the assignment. Notwithstanding the foregoing, Alight may engage affiliates, subcontractors and other third parties to perform a portion of the Services; provided that Alight shall remain responsible for the performance of such Services by such affiliates, subcontractors and other third parties to the same extent as if such Services were performed by Alight.



15.5. No Third Party Beneficiaries. The Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement.

15.6. Relationship of the Parties. The relationship between the Parties is that of independent contractors and the Agreement will not establish any agency, partnership, joint venture, fiduciary, franchise or employment relationship between the Parties (or between one Party and the Representatives of the other Party). Neither Party by virtue of the Agreement shall have any right, power or authority, express or implied, to bind the other Party. Except for its express obligations hereunder, the method and manner for performance of the Services shall be under the exclusive control of Alight.

15.7. Force Majeure; Excused Performance. Notwithstanding anything to the contrary herein, neither Party shall be liable for, nor be deemed to be in breach hereof as a result of, any failure to comply with its obligations hereunder (except for any of Client's payment obligations hereunder) to the extent attributable to any act of God, flood, fire, earthquake, hurricane, act of war or other hostility, act of terrorism, governmental action or inaction, civil unrest, national emergency, epidemic (including COVID-19), strike or other labor dispute, act or omission by a third party or a third party product or service, power, telecommunication or other service outage or any other cause or circumstance beyond the reasonable control of such Party; provided that nothing in this Section shall limit or otherwise affect Alight's obligation to execute its business continuity and disaster recovery program. The affected Party shall give the other Party prompt notice of any such event and use commercially reasonable efforts to end and minimize the effects thereof. In addition, notwithstanding anything to the contrary herein, Alight shall not be liable for, nor be deemed to be in breach hereof as a result of, any failure to comply with its obligations hereunder or any other act or omission attributable to (a) any failure by Client to comply with its obligations or perform its assigned tasks hereunder, (b) Alight's reliance upon any Client direction or any information provided or otherwise made available to Alight by or on behalf of Client or any Service User in performing the Services or (c) any act or omission of any Client vendor or other Representative (other than Alight). The Parties shall use commercially reasonable efforts to mitigate the effects of any of the foregoing circumstances.

15.8. Choice of Law; Jury Trial Waiver. This SSA and the Agreement and any dispute or claim arising out of or in connection therewith or the subject matter or formation thereof (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of the State of Arizona without regard to conflict of law principles that would cause the application of the laws of any other jurisdiction. 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 SSA or the Agreement or the subject matter or formation thereof (including non-contractual disputes or claims), in any forum other than a court of competent jurisdiction located in Maricopa County, AZ. (and any court from which an appeal therefrom may be validly taken) and hereby expressly and irrevocably submits to the exclusive personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum. **Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any proceeding (whether in tort, contract or otherwise) arising out of or in connection with this SSA or the Agreement or the subject matter or formation thereof.**

15.9. Counterparts. This SSA and each Order Form may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but such



counterparts shall constitute one and the same instrument. This SSA and each Order Form may be executed and delivered electronically.

15.10. Interpretation. Unless the express context otherwise requires, the words “hereof”, “herein”, “hereunder” and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement, references to a specific section, exhibit or schedule in this SSA or an Order Form refer to the sections, exhibits or schedules in this SSA or such Order Form (as applicable) unless otherwise expressly provided and the words “include”, “including” and words of similar import shall be deemed to be followed by the words “without limitation”. Each Business Requirements Document and Change Order, the DPA and, if applicable, the BAA and all exhibits and schedules referenced herein or therein are incorporated in and made a part of the Agreement as if set forth in full herein. The captions or headings in the Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of the Agreement.

15.11. Notices. All notices under the Agreement shall be in writing and shall be deemed to have been given on the next business day after it is sent, if sent by overnight courier service (provided delivery is confirmed), or when actually received, if sent by other means, in each case, to the address of the applicable Party first written above (in the case of notices to Alight, to the attention of the Legal Dept.) or at such other address as shall be specified in the Agreement or by notice delivered in accordance herewith.

15.12. Publicity. The Parties shall agree upon the content and timing of any press release regarding the subject matter of the Agreement. Notwithstanding anything to the contrary herein, Alight may disclose in its client lists, proposals and other communications (including social media and case studies) the fact that it provides Services to Client so long as no Client Confidential Information is disclosed in connection therewith.

15.13. Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor’s firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

15.14. No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

15.15. Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor will comply with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.

15.16. Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies such as Alight.



15.17. Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

* * * * *

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Daniel J. Quinn

Its: VP, Sales Operations

APPROVED AS TO FORM:

By: _____
City Attorney *REL*

ATTEST:

By: _____
City Clerk



Attachment A

DATA PROTECTION AGREEMENT

This Data Protection Agreement (this “**DPA**”), effective upon execution (the “**Effective Date**”), is by and between City of Chandler (“**Client**”), and Alight Solutions LLC (“**Alight**” and, together with Client, each a “**Party**” and collectively the “**Parties**”). This DPA is entered into in connection with services to be provided by Alight to Client (“**Services**”) under that certain Subscription and Services Agreement, effective upon execution, by and between the Parties (the “**Services Agreement**”), pursuant to which Alight may be required to process Personal Data (as defined below). In consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Services Agreement. Unless the express context otherwise requires, any reference to the Services Agreement includes any order form, statement of work or other ordering document entered into thereunder.

1.1. “Data Protection Laws” means all applicable laws and regulations regarding privacy, security or data protection, including, as applicable, the California Consumer Privacy Act of 2018 (“**CCPA**”), the California Privacy Rights Act of 2020 (“**CPRA**”), the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), the EU General Data Protection Regulation 2016/679 (“**GDPR**”), the Gramm-Leach-Bliley Act (“**GLBA**”), the UK Data Protection Act of 2018 or the New York Department of Financial Services Regulations, as any are amended, repealed or replaced.

1.2. “Data Subject” means, with respect to any Personal Data, the subject of such Personal Data.

1.3. “Personal Data” means any information processed by or on behalf of Alight for Client in connection with the Services Agreement that (a) relates to an identified or identifiable natural person, where an identifiable natural person is one who can be identified, directly or indirectly, from such information alone or in combination with other information processed by or on behalf of Alight, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person or (b) is otherwise protected under the Data Protection Laws.

1.4. “Processing” or “Process(es)” means (a) any operation or set of operations that are performed on Personal Data or on sets of Personal Data, whether or not by automated means, including collection, storage, adaptation or alteration, retrieval, use, disclosure, erasure or destruction, and (b) any other activity involving Personal Data included in the definition of “processing” under Data Protection Laws.

1.5. “Standard Contractual Clauses” or “SCCs” means the standard contractual clauses for the transfer of personal data from the European Union (“**EU**”) or the European Economic Area (“**EEA**”) to third countries annexed to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021, or any successor documents or transfer mechanisms.



1.6. “Subprocessor” means any person (other than an employee), including Alight’s affiliates, appointed by or on behalf of Alight to Process Personal Data on behalf of Client.

1.7. “UK IDTA” means the International Data Transfer Addendum to the SCCs, version B1.0, approved by the United Kingdom (“UK”) parliament on 21 March 2022, issued under Section 119A of the Data Protection Act 2018 to comply with Article 46 of the UK GDPR when making restricted transfers, or any successor documents or transfer mechanisms.

Section 2. Processing Personal Data.

2.1. Instructions; Limits on Use. Client hereby appoints and instructs Alight to Process Personal Data for the purpose of performing the Services and otherwise complying with any of its obligations or asserting any of its rights under the Services Agreement and this DPA, complying with applicable law and complying with any other instruction provided by or on behalf of Client (the “**Purpose**”). Alight shall only retain, use, disclose or otherwise Process Personal Data for the Purpose. Alight shall immediately notify Client if, in its opinion, an instruction provided by or on behalf of Client is in conflict with any Data Protection Law; provided that Alight shall have no responsibility to seek out or discover such conflicts or to otherwise ensure that such conflicts do not exist. In the event Alight notifies Client of any such conflict, Alight may suspend the execution of the applicable instruction to the extent necessary to avoid such conflict while the Parties cooperate in good faith to resolve such matter in a timely manner.

2.2. Limits on Disclosure. Alight shall not disclose any Personal Data to any third party except as necessary to fulfill the Purpose and otherwise in accordance with this DPA. If Alight or any of its representatives is requested or required to disclose or otherwise Process any Personal Data by law or legal process, then Alight shall (if permitted by law) promptly notify Client and reasonably cooperate (at Client’s expense) in Client’s efforts to obtain an appropriate protective order or other remedy. Client shall only disclose Personal Data to Alight to the extent requested by Alight or as otherwise necessary for the Purpose.

2.3. Compliance with Data Protection Laws. Each Party shall comply with its obligations under Data Protection Laws. Alight shall provide reasonable assistance to Client with meeting its obligations under Data Protection Laws in relation to the Processing of Personal Data, taking into account the nature of Alight’s Processing and the information available to Alight.

2.4. Supervisory Authority Requests. If Client receives a request for information from a competent supervisory authority in relation to Processing of Personal Data by Alight (including details regarding the Purpose), Alight shall provide reasonable assistance to Client in responding to such request to the extent Client does not otherwise have access to such information, and taking into account the nature of the Processing and information available to Alight.

2.5. Data Protection Impact Assessment and Prior Consultation. Alight shall provide reasonable assistance to Client with any data protection impact assessments, and prior consultations with supervising authorities or other competent data privacy authorities, which Client reasonably considers to be required by the Data Protection Laws, in each case solely in relation to Processing of Personal Data by, and taking into account the nature of the Processing and information available to, Alight.



2.6. Data Subject Rights. Alight shall promptly notify Client if it receives any request from a Data Subject asserting rights under Data Protection Laws with respect to their Personal Data. Alight will not respond to any such request except on the written instructions (including email) of Client or as required by Data Protection Laws, in which case Alight shall, to the extent permitted by such Data Protection Laws, inform Client of such requirement prior to such response. Alight will provide Client with reasonable assistance in its efforts to fulfill its obligations to respond to such requests, including by providing access to or information about, deleting or modifying the relevant Personal Data, in each case, to the extent required under and in accordance with Data Protection Laws. If Alight is unable to provide any such assistance for reasons permitted under Data Protection Laws, Alight shall promptly notify Client of such fact and shall provide such assistance promptly after the reasons for not doing so have expired.

2.7. Return and Destruction. Upon written request of Client following termination or expiration of the Services Agreement, Alight shall, and shall require its Subprocessors to, (a) return a complete copy of all Personal Data to Client by secure file transfer in Alight's customary format and (b) delete or render permanently anonymous all other copies of Personal Data. Alight shall comply with any such written request within 20 business days. Alight and its Subprocessors may retain Personal Data as necessary to fulfill the Purpose and comply with applicable law, in which case the terms of this DPA shall continue to apply to such Personal Data for so long as it is retained.

2.8. Recordkeeping. Alight shall keep accurate and up-to-date records regarding any Processing of Personal Data, including (a) records regarding access to and security of the Personal Data, the purposes and categories of Processing the Personal Data and its Subprocessors and (b) any other records as required by Data Protection Laws. This DPA serves as record of processing activities as required under art. 30(2) GDPR.

2.9. Employees. Personal Data shall only be accessed by Alight employees who require such access to assist Alight in connection with the Purpose. Unless otherwise restricted by applicable local laws, Alight requires all new employees be subjected to a comprehensive pre-employment background check in accordance with industry standards, local laws, and customs. Alight requires that agreements that include non-disclosure / confidentiality provisions be signed by all new employees. Alight provides employees with periodic data security and privacy training.

2.10. Subprocessors. Client generally authorizes Alight to appoint Subprocessors to support performance of the Services. Alight will list its Subprocessors at <https://splist.alight.com/sites/SPList/pages/Home.aspx>. This website will allow Client to sign up to receive email notifications of any change in the list of Subprocessors. Solely to the extent necessary to comply with Data Protection Laws, Client shall have the right to object to any such change within 10 business days of such notice; provided that Client may only object on the basis of reasonable concerns that the new or replacement Subprocessor is not capable of providing the level of protection of Personal Data required by this DPA. If Client does not object to the appointment within such period of time, Alight may engage the new or replacement Subprocessor to Process Personal Data. If Client objects to the appointment within such period of time, Alight may choose to (a) not use such Subprocessor or (b) take the corrective steps requested by Client in its objection and use the Subprocessor. Alight shall work with Client in good faith to make available materials evidencing any Subprocessor's ability to provide the level of protection of Personal Data required by this DPA. Alight shall remain responsible for the use,



disclosure or other Processing of Personal Data by any of its Subprocessors to the same extent as if such use, disclosure or other Processing was by Alight. Before any Subprocessor Processes Personal Data, Alight will carry out adequate due diligence to determine that such Subprocessor is capable of providing the level of protection of Personal Data required by this DPA. The arrangement between Alight and each Subprocessor will be governed by a written contract that contains requirements that are consistent and no less stringent than those that apply to Alight under this DPA. Alight represents that it maintains a vendor security program that assesses Subprocessors' compliance with such contracts. Upon Client's written request, Alight shall make a summary of Subprocessor data protection terms available to Client (redacted, if necessary, to protect any confidential information).

Section 3. Technical and Organizational Measures. Alight shall implement and maintain appropriate physical, technical, organizational and administrative measures that conform to industry best practices, standards, and customs to protect against the unauthorized destruction, loss, access to or alteration of Personal Data, including the measures listed in **Exhibit A** attached hereto and incorporated herein. The measures implemented by Alight to protect Personal Data shall be consistent and no less stringent than what is required under Data Protection Laws. Alight shall implement and maintain written privacy and information security policies consistent with industry best practices, standards, and customs.

Section 4. Data Security Incident Notification and Response.

4.1. Alight shall notify Client without undue delay and in accordance with the requirements of applicable Data Protection Laws of any confirmed or reasonably suspected breach of security by Alight or any of its Subprocessors leading to the unlawful or unauthorized access, alteration, destruction, disclosure or loss of Personal Data (a "**Data Security Incident**").

4.2. In the event of a Data Security Incident, Alight shall take reasonable and appropriate measures that conform to industry best practices, standards, and customs to (a) investigate the impact of such Data Security Incident, (b) identify the root cause of such Data Security Incident, (c) remedy the Data Security Incident and (d) prevent a reoccurrence of such Data Security Incident.

4.3. Alight will provide Client without undue delay information regarding the nature and consequences of the Data Security Incident, to the extent known by Alight, including any such information necessary to allow Client to notify relevant parties in accordance with Data Protection Laws.

Section 5. Audits. Client may, at its own expense and upon reasonable advance notice to Alight, audit Alight's books, records and other documents to the extent necessary to verify Alight's compliance with the terms of this DPA; provided that Client may not exercise its audit rights hereunder more than one time in any 12-month period (unless otherwise required by law or in connection with any audit initiated by a governmental entity having jurisdiction over Client). Each such audit shall occur during normal business hours and shall not unreasonably interfere with Alight's normal business operations, and Alight shall not be required to disclose or otherwise provide access to any information the disclosure of which would cause Alight to violate any confidentiality obligation or applicable law. Client may engage a third party to conduct any such audit so long as such third party is not a competitor of Alight and enters into a confidentiality agreement reasonably acceptable to Alight. Audits under this DPA shall be subject to any additional terms and conditions regarding audits in the Services Agreement.



Section 6. CCPA/CPRA. This Section shall apply to any Personal Data that is governed by CCPA/CPRA.

6.1. Client represents and warrants to Alight that any Personal Data disclosed by or on behalf of Client hereunder is provided solely for the Purpose, which is a "Business Purpose" (as defined under CCPA/CPRA).

6.2. Alight shall only retain, use and disclose Personal Data for the Purpose and not for any other commercial purpose or otherwise outside the relationship between Alight and Client. Alight shall not sell or share Personal Data in violation of CCPA/CPRA. Alight shall comply with its obligations under CCPA/CPRA. Alight shall promptly notify Client if it can no longer comply with its obligations under CCPA/CPRA.

6.3. Alight acknowledges and agrees that Client shall have the right to take reasonable and appropriate steps to (a) ensure that Alight uses the Personal Data in a manner consistent with Client's obligations under CCPA/CPRA and (b) stop and remediate unauthorized use of Personal Data.

6.4. Client shall promptly inform Alight of any consumer request made pursuant to CCPA/CPRA that Alight must comply with, and provide the information necessary for Alight to comply with such request.

Section 7. HIPAA. If any "protected health information" (as defined under HIPAA) is created, received, maintained or transmitted by or on behalf of Alight for Client, then Alight and Client shall execute a HIPAA business associate agreement.

Section 8. Details of Processing. Certain information regarding Alight's Processing of Personal Data required by Article 28(3) of GDPR is set forth in **Exhibit B** attached hereto and incorporated herein. Client may make reasonable amendments to **Exhibit B** by notice to Alight from time to time as Client reasonably considers necessary to meet such requirements. Nothing in **Exhibit B** confers any right or imposes any obligation on any Party.

Section 9. Cross-Border Transfers.

9.1. General. Neither Party will transfer Personal Data across borders unless such transfer complies with Data Protection Laws. The Parties will reasonably cooperate as necessary to determine whether any cross-border transfer of Personal Data between Client and Alight in connection with the Purpose complies with Data Protection Laws.

9.2. SCCs. If any transfer of Personal Data between Client and Alight requires execution of the SCCs in order to comply with Data Protection Laws, Client, as controller and data exporter, and Alight, as processor and data importer, hereby enter into (and incorporate herein by reference) the SCCs effective as of the commencement of such transfer. The Parties shall use Module II (Controller to Processor) of the SCCs, which shall be populated as follows:

9.2.1. Clause 7: The optional docking clause shall apply.

9.2.2. Clause 9: Option 2 shall apply, and the time period for notice of Subprocessor changes shall be as agreed under this DPA.

9.2.3. Clause 11(a): The optional language shall not apply.



9.2.4. Clause 13 and Annex I.C.: The supervisory authority of the Republic of Ireland shall be the competent supervisory authority.

9.2.5. Clause 17: Option 1 shall apply, and the governing law shall be the laws of the Republic of Ireland.

9.2.6. Clause 18(b): Disputes shall be resolved by the courts of the Republic of Ireland.

9.2.7. Annex I: (a) the List of Parties shall be as set forth in the Services Agreement and any applicable order form, statement of work, change order or other document more fully describing the applicable Services; (b) the Descriptions of Transfer shall be as set forth in **Exhibit B** (Details of Processing); and (c) the Competent Supervisory Authority shall be as set forth above.

9.2.8. Annex II: the Technical and Organizational Measures shall be as set forth in **Exhibit A** (Technical and Organizational Measures), which are substantially the same for Alight and its Subprocessors.

9.2.9. Annex III: the List of Subprocessors shall be maintained in accordance with Section 2.10 (Subprocessors).

9.2.10. The Parties may supplement the Annexes to the SCCs in any order form, statement of work, change order or other document more fully describing the applicable Services, which shall be deemed incorporated herein by reference with respect to such Services. In the event of any conflict or inconsistency between this DPA or any such supplemental document, on the one hand, and the SCCs, on the other hand, the SCCs shall prevail to the extent required by Data Protection Laws. Notwithstanding anything to the contrary herein, in no event shall this DPA or any such supplemental document, directly or indirectly, prejudice the rights of data subjects under Data Protection Laws.

Section 10. Reserved. Reserved. Client Affiliates. The terms of this DPA shall apply equally to any Personal Data Processed by or on behalf of Alight for any Client affiliate. Client represents and warrants that it is and will at all relevant times remain duly and effectively authorized to enter into this DPA and perform all of its obligations hereunder on behalf of each such Client affiliate. Client shall at all times be liable for Client's affiliates' compliance with this DPA and all acts and omissions by Client's affiliates receiving Services under the Services Agreement are deemed acts and omissions of Client.

Section 11. Client Obligations. If Client directs Alight to provide Personal Data to any Client vendor or other representative (other than Alight), Client shall be responsible for the acts and omissions of such vendor or other representative with respect thereto. Client shall be responsible for maintaining all rights (including the lawful legal basis), obtaining any licenses, authorizations, approvals and consents and providing all notices, in each case, required for Alight to Process Personal Data for the Purpose. Client remains responsible for ensuring that its retention, use, disclosure or other Processing of Personal Data complies with its policies and practices and the laws applicable thereto.

Section 12. Term; Effect of Termination. The term of this DPA shall begin on the Effective Date and shall continue for so long as the Services Agreement remains in effect or Alight or any of its Subprocessors retains any Personal Data. The rights and obligations of the Parties which, by their nature, should survive termination or expiration of this DPA, shall survive such termination or expiration.



Section 13. Miscellaneous.

13.1. Entire Agreement. This DPA shall be deemed incorporated into and a part of the Services Agreement. This DPA, together with the Services Agreement, constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof and thereof, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. For the avoidance of doubt, all claims and liabilities arising from or related to this DPA shall be brought under and subject to the terms of the Services Agreement, including any provisions therein regarding indemnification, limitation of liability, dispute resolution, choice of law or choice of forum.

13.2. Severability. If any provision of this DPA, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this DPA and such provision as applied to other persons, places or circumstances shall remain in full force and effect and such invalid, void or unenforceable provision shall be enforced to the fullest extent permitted by law.

13.3. Amendment; Waiver. The Parties agree to take such reasonable actions as are necessary to amend this DPA from time to time as is necessary for the Parties to comply with Data Protection Laws. This DPA may not be amended or otherwise modified unless such amendment or modification is set forth in writing, identified as amendment or modification of this DPA and signed by an authorized representative of each of the Parties. No provision of this DPA may be waived unless such waiver is set forth in writing, identified as a waiver of this DPA and signed by an authorized representative of the waiving Party. Except as otherwise provided in this DPA, no failure or delay by a Party in exercising any right under this DPA shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right.

13.4. Assignment. Neither Party may assign this DPA or any of its rights herein without the prior written consent of the non-assigning Party and any purported assignment without such consent shall be void and unenforceable; provided that each Party may, without obtaining such consent, assign this DPA as part of an assignment pursuant to and in accordance with the Services Agreement.

13.5. No Third Party Beneficiaries. This DPA shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this DPA.

13.6. Relationship of the Parties. The relationship between the Parties is that of independent contractors and this DPA will not establish any agency, partnership, joint venture, fiduciary, franchise or employment relationship between the Parties (or between one Party and a representatives of the other Party). Neither Party by virtue of this DPA shall have any right, power or authority, express or implied, to bind the other Party.

13.7. Force Majeure; Excused Performance. Notwithstanding anything to the contrary in this DPA, Alight shall not be liable for, nor be deemed to be in breach of this DPA as a result of, any failure to comply with its obligations hereunder or any other act or omission attributable to (a) any failure by Client to comply with its obligations hereunder or under Data



Protection Laws, (b) any act or omission of any vendor or other representative of Client (other than Alight and its Subprocessors) or (c) any act of God or other act or circumstance beyond the reasonable control of Alight (collectively "Force Majeure Event"); provided that: (i) nothing in this Section shall limit or otherwise affect Alight's obligation to execute its business continuity and disaster recovery program; and (ii) any Party that seeks to invoke this provision to excuse its performance under this DPA must provide the other party with notice within 30 days of such Force Majeure Event.. Each of the Parties shall use commercially reasonable efforts to mitigate the effects of any of the foregoing circumstances.

13.8. Counterparts. This DPA may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but such counterparts shall constitute one and the same instrument. This DPA may be executed and delivered electronically.

13.9. Interpretation. Any ambiguity in this DPA shall be resolved in favor of a meaning that permits both Parties to comply with Data Protection Laws. Unless the express context otherwise requires, the words "hereof", "herein", "hereunder" and words of similar import refer to this DPA as a whole and not to any particular provision of this DPA, references to a specific section refer to the sections in this DPA unless otherwise expressly provided and the words "include", "including" and words of similar import shall be deemed to be followed by the words "without limitation". The captions or headings in this DPA are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this DPA.

13.10. Notices. All notices under this DPA to Alight shall be sent to legalrequests@alight.com. All notices under this DPA to Client shall be sent to owen.zorge@chandleraz.gov and christina.pryor@chandleraz.gov.

* * * * *



IN WITNESS WHEREOF, the Parties have caused this DPA to be duly executed as of the Effective Date.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Daniel J. Quinn

Its: VP, Sales Operations

APPROVED AS TO FORM:

By: _____
City Attorney *REL*

ATTEST:

By: _____
City Clerk



Exhibit A – Technical and Organizational Measures

- 1. Physical Security.** Alight maintains security controls for entry points, holding areas, telecommunications areas and cabling areas that contain information processing systems or media containing Personal Data. Security controls include:
 - a.** Access control and restriction by use of a defined security perimeter, appropriate security barriers, security cameras, entry controls and authentication controls, and maintenance of access logs for a period of time specified by law or policy;
 - b.** Where Alight ID cards are deployed, a requirement for all personnel, vendors, contractors and visitors to wear some form of visible identification to identify themselves as employees, contractors, vendors or visitors;
 - c.** A clear desk/clear screen policy;
 - d.** An automatic idle-lock for unattended equipment;
 - e.** A requirement for visitors to Alight's premises to be escorted at all times; and
 - f.** Where technically feasible and commercially reasonable, cameras and CCTVs.
- 2. Business Continuity and Disaster Recovery.** Alight maintains the following business continuity controls and safeguards:
 - a.** Business continuity and disaster recovery program is based on generally accepted industry practices designed to reduce the effects of a significant disruption in Alight's operations;
 - b.** Business continuity and disaster recovery programs are tested at least annually;
 - c.** Backups of Alight systems and software used in the delivery of Services are replicated to its disaster recovery facility so that recovery can take place when there is a disaster; and
 - d.** Data is replicated to its disaster recovery facility, providing a scheduled point in time backup of the data to ensure integrity.
- 3. Network Security Controls.** Alight maintains the following network security controls and safeguards:
 - a.** Defense-in-depth design with perimeter routers, network switches and firewall devices and default deny-all policy to protect internet presence;
 - b.** Least privilege and authenticated access for network users and equipment;
 - c.** Control of internet access by proxies;
 - d.** Two-factor authentication for remote access with a non-reusable password;
 - e.** Intrusion detection system to monitor and respond to potential intrusions;
 - f.** Real-time network event logging and investigation using a security information event management tool;
 - g.** Content filtering and website blocking using approved lists;
 - h.** Limitations on wireless access to the network;
 - i.** Policies and standards for wireless network devices;
 - j.** Prohibitions on bridging of wireless and other networks, including the corporate network; and
 - k.** Detection and disassociation of rogue wireless access points.



4. Platform Security Controls. Alight maintains the following platform security controls and safeguards:

- a. Maintenance of configuration/hardening standards;
- b. Control of changes through an internal change control process;
- c. Prohibition on installing unauthorized hardware and software;
- d. Where technically feasible, automatic session timeouts after periods of inactivity;
- e. Removal of vendor-supplied defaults (accounts, passwords and roles) during installation;
- f. Removal of services and devices that are not required by valid business needs;
- g. Use of an anti-virus program with timely updates;
- h. Non-privileged account access on workstations and laptops;
- i. Full disk encryption on laptops;
- j. Development and test platforms will be segregated from operational platforms used in providing the Services;
- k. Development tools such as compilers, assemblers, editors and other general-purpose utilities within the production environment will not be permitted unless expressly required for the delivery of the Services, in which case access is restricted; and
- l. Software and hardware used in the delivery of the Services will be updated in line with industry standards, vendor support and security guidelines.

5. Application Security Controls. Alight maintains the following application security controls and safeguards:

- a. Defense-in-depth with the use of n-tier architecture for separation and protection of data;
- b. A secure software development life cycle (SSDLC) for application development that includes training, development, testing and ongoing assessments;
- c. Documentation, review, testing and approval before changes are implemented into production;
- d. Identification, testing and remediation of application vulnerabilities and patches in a timely manner; and
- e. A prohibition on using production data in development and testing environments.

6. Data and Asset Management. Alight maintains the following data and asset management security controls and safeguards:

- a. Technical, administrative and physical safeguards;
- b. Regular backups and storage of Personal Data;
- c. Encryption of Personal Data transmitted over public networks and on removable media;
- d. Use of a data loss prevention tool for end point data transfer activities involving social security numbers or other national identification numbers;
- e. Use of an inventory program to control the installation, ownership and movement of hardware, software and communications equipment;
- f. Encryption, sanitization, destruction, or purging of all physical media containing Personal Data leaving Alight's custody to ensure that residual magnetic, optical, electrical or other representation of data has been deleted, and is not recoverable; and
- g. Logical separation of Personal Data of an Alight client from other Alight clients.



- 7. Access Control and Management.** Alight maintains the following access control and management security controls and safeguards:
- a. Monitoring and logging access and use of the Alight systems that contain Personal Data, including logging of access attempts to the Alight systems that contain Personal Data;
 - b. Periodic review and validation of role-based access to Personal Data and prompt removal of unnecessary access;
 - c. Unique logon ID and passwords;
 - d. Strong passwords with minimum length, complexity and expiration requirements;
 - e. Disabling access after a limited number of failed login attempts; and
 - f. Rejection of previously used passwords.
- 8. Risk Management.** Alight maintains the following risk management controls and safeguards:
- a. An information security risk management system aligned to The Standard of Good Practice for Information Security (Information Security Forum);
 - b. A cycle of risk assessments of critical assets, the frequency of which are dependent on the number of residual risks identified at each site;
 - c. Risk analysis is documented using standardized risk assessment templates; and
 - d. Risk management activities are established when risks are defined and agreed with the asset owners.
- 9. Vulnerability and Patch Management.** Alight takes the following measures designed to identify and mitigate vulnerabilities that threaten Alight's ability to enforce the confidentiality, integrity, and availability of Personal Data:
- a. A vulnerability monitoring process that provides alerts or notifications of new fixes available, and the resulting timeframe for remediation;
 - b. Regular scanning to identify and remediate vulnerabilities promptly;
 - c. Classification of vulnerabilities based on severity to allow for remediation based on predetermined service level expectations; and
 - d. Penetration tests on applicable Alight environments, including perimeter vulnerability testing, internal infrastructure vulnerability testing and application testing.

* * * * *



Exhibit B – Details of Processing

Processing Operations

The Processing operations to be carried out under this DPA are as follows: The Personal Data received on behalf of Client will be used for performing Services under the Services Agreement (e.g., payroll and other business process outsourcing services, benefits-related services, software consulting and related activities) and may include:

- providing data processing software, equipment, and services through various tools, applications and vendors;
- application maintenance and configuration;
- data uploads and transfers;
- storing or recording Personal Data;
- preventing unauthorized access to or modification of Personal Data (and other non-Personal Data);
- programing, printing and assembling, reviewing, and modifying statements as directed by Client;
- communicating with data subjects in connection with services provided to Client; and
- providing reference materials as requested by Client.

The purpose of the processing operations above is to provide the Services in accordance with the Services Agreement.

Data Subjects

The Personal Data to be Processed by Alight on behalf of Client concern the following categories of data subjects: current, former and/or prospective employees, their relatives and family members and other representatives of Client and Client's affiliates.

Categories of Personal Data to be Processed

The Personal Data processed by Alight comprise of the following categories:

HR/Employee data: that may include: full name; maiden name; employee identification number; user name; picture; contact information (including home and work address, home and work telephone numbers, mobile telephone numbers, web address data, home and work email address); marital status; citizenship information; date of birth; gender; drivers' license information; national and governmental identification information; financial information (including bank account, garnishments, loans, salary and account balances); benefit program information (including benefit elections, beneficiary information, claims information, benefit plan account numbers and balances, and date of retirement); payroll information; professional or employment information (including date of hire, employment status, job title, work and educational history, pay history, tax withholding information, performance records, leave information, travel information and date of termination); and such other personal data that may be transferred from (or on behalf of) Client to Alight for performing services for Client.

Related persons' data: may include but not limited to: name, date of birth, gender and contact information of dependents or beneficiaries (including home address; home and work telephone numbers; mobile telephone numbers); and such other personal data that may be transferred from (or on behalf of) Client to Alight for performing services for Client.

Special categories of Personal Data



The Personal Data processed by Alight may include sensitive personal data including information about racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life, health, genetic, biometrics or medical records, or/and criminal records.

* * * * *



Attachment B

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this “**BAA**”), effective upon execution (the “**Effective Date**”), is by and between City of Chandler (“**Client**”), on behalf of itself and its group health plan(s) (each such group health plan, a “**Covered Entity**”), and Alight Solutions LLC (“**Business Associate**” and, together with Client and each Covered Entity, each a “**Party**” and collectively the “**Parties**”). This BAA is intended to facilitate compliance with HIPAA Laws (as defined below) with respect to any PHI (as defined below) that Business Associate may create, receive, maintain or transmit in connection with the functions, activities and services that Business Associate performs for Client under that certain Subscription and Services Agreement, effective as of the execution date, by and between Client and Business Associate (the “**Services Agreement**”). In consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Definitions.

1.1. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto under HIPAA Laws, including the following terms: Authorization; Breach; Data Aggregation; Designated Record Set; Individual; Required By Law; Secretary; Security Incident; and Subcontractor. The terms “use,” “disclose” and “discovery,” and derivations thereof, although not capitalized, shall also have the meanings ascribed thereto under HIPAA Laws.

1.2. “**HIPAA Laws**” means (a) the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), (b) the privacy standards at 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the “**Privacy Rule**”), (c) the security standards at 45 C.F.R. Parts 160 and 162 and Subparts A and C of Part 164 (the “**Security Rule**”), (d) the notification standards at 45 C.F.R. Subpart D of Part 164 (the “**Notification Rule**”) and (e) Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Division A, Title XIII of Pub. L. No. 111-5, and its implementing regulations (the “**HITECH Act**”) and the regulations promulgated thereunder, including the HIPAA omnibus final rule. Any reference herein to a section of the Code of Federal Regulations, the Privacy Rule, the Security Rule or any other section of HIPAA Laws means such section, as amended from time to time.

1.3. “**PHI**” means “protected health information,” “**ePHI**” means “electronic protected health information” and “**Unsecured PHI**” means “unsecured protected health information,” in each case, as defined under the HIPAA Laws but only to the extent created, received, maintained or transmitted by Business Associate on behalf of Covered Entity. For the avoidance of doubt, PHI, ePHI and Unsecured PHI shall not include “employment records” as provided under HIPAA Laws.

Section 2. Obligations of Business Associate.

2.1. Permissible Uses and Disclosures. Business Associate agrees to not use or disclose PHI other than as permitted or required by this BAA or as Required by Law.

2.2. Safeguards. Business Associate agrees to follow best practices and comply with industry standards and customs to prevent use or disclosure of PHI by Business Associate other than as provided for by this BAA. Business Associate agrees to implement administrative, physical and technical safeguards, and policies and procedures, to reasonably and appropriately protect the confidentiality, integrity and availability of ePHI as required by the Security Rule.



2.3. Mitigation. Business Associate agrees to mitigate harmful effects, once known, resulting from Business Associate's negligent or willful use or disclosure of PHI by Business Associate in violation of this BAA.

2.4. Reporting Impermissible Uses and Disclosures. Business Associate agrees to report to Covered Entity any use or disclosure of PHI by Business Associate not permitted or required by this BAA within 10 days of which Business Associate becomes aware.

2.5. Reporting Security Incidents. Business Associate agrees to report to Covered Entity any Security Incident without unreasonable delay and in no case later than 5 days of which Business Associate becomes aware. The Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of Security Incidents that do not result in unauthorized access, use or disclosure of PHI (including pings and other broadcast attacks on Business Associate's firewall, port scans, denial-of-service attacks or any combination of the above) for which further notice shall not be required.

2.6. Reporting Breaches. Business Associate agrees to report to Covered Entity any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 5 days after discovery of such Breach. Any such report shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during such Breach. In addition, Business Associate agrees to provide any other available information with respect to any such Breach that is reasonably requested by Covered Entity for purposes of providing notification to affected Individuals as required under the Notification Rule, including, to the extent possible, the date of such Breach, the date of discovery of such Breach, the types of Unsecured PHI involved in such Breach and a brief description of what Business Associate is doing to investigate such Breach, to mitigate harm to affected Individuals and to protect against any such further Breaches.

2.7. Subcontractors. Business Associate agrees to ensure that any Subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate agrees to the same or substantially similar restrictions and conditions that apply to Business Associate under this BAA with respect to such PHI.

2.8. Governmental Audits. Business Associate agrees to make its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. Covered Entity agrees to notify Business Associate in writing within 10 days of receiving any such request from the Secretary.

2.9. Accounting of Disclosures. Business Associate agrees to maintain information as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures pursuant to 45 C.F.R. § 164.528. Upon written request by Covered Entity, Business Associate agrees to make available, within 45 days of receiving such written request, any such information to Covered Entity (or, at Covered Entity's direction, the applicable Individual) to the extent necessary for Covered Entity to comply with its obligations under 45 C.F.R. § 164.528. If Business Associate receives a request from an Individual for an accounting of disclosures of PHI pursuant to 45 C.F.R. § 164.528, Business Associate agrees to promptly notify Covered Entity of such request and, unless otherwise directed by Covered Entity, to make available to such Individual, within 60 days of receiving such request, the information regarding such accounting in its possession in accordance with such request and HIPAA Laws. For the avoidance of doubt, if, during the period covered by any accounting, Business Associate has made multiple disclosures to the same person or entity (including a Covered Entity) for a single purpose, Business Associate may provide Covered Entity or the Individual (as



applicable) (a) the information required by 45 C.F.R. § 164.528(b)(2) for the first such disclosure, (b) the frequency, periodicity or number of such disclosures and (c) the date of the last such disclosure.

2.10. Access to PHI. Upon written request by Covered Entity, Business Associate agrees to make available, within 20 days of receiving such written request, any PHI in its possession that is contained in a Designated Record Set to Covered Entity (or, at Covered Entity's direction, the applicable Individual) to the extent necessary for Covered Entity to comply with its obligations under 45 C.F.R. § 164.524. If Business Associate receives a request from an Individual to make PHI available pursuant to 45 C.F.R. § 164.524, Business Associate agrees to promptly notify Covered Entity of such request and, unless otherwise directed by Covered Entity, to make available to such Individual, within 30 days of receiving such request, any PHI in its possession that is contained in a Designated Record Set for such Individual in accordance with such request and HIPAA Laws.

2.11. Amending PHI. Upon written request by Covered Entity, Business Associate agrees to amend, within 45 days of receiving such written request, any PHI in its possession that is contained in a Designated Record Set to the extent necessary for Covered Entity to comply with its obligations under 45 C.F.R. § 164.526. If Business Associate receives a request from an Individual to amend PHI pursuant to 45 C.F.R. § 164.526, Business Associate agrees to promptly notify Covered Entity of such request and, unless otherwise directed by Covered Entity, to amend, within 60 days of receiving such request, any PHI in its possession that is contained in a Designated Record Set for such Individual in accordance with such request and HIPAA Laws; provided that, if such Individual requests that Business Associate make an amendment that Business Associate is not permitted to make pursuant to the terms of the Services Agreement, then Business Associate shall refer such Individual to the Covered Entity.

2.12. Minimum Necessary. When using or disclosing PHI or when requesting PHI, Business Associate agrees to make reasonable efforts to limit such PHI to the minimum necessary to accomplish the intended purpose of such use, disclosure or request as required by 45 C.F.R. § 164.502(b). Business Associate will determine what constitutes the minimum necessary to accomplish the intended purpose of such use, disclosure or request in accordance with the relevant provisions of HIPAA Laws (including 45 C.F.R. § 164.514(d)) and related guidance issued by the Secretary.

2.13. Covered Entity's Obligations. To the extent Business Associate is to carry out Covered Entity's obligation under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

Section 3. Permitted Uses and Disclosures by Business Associate.

3.1. Business Associate may use or disclose PHI (a) as permitted or required by the Services Agreement provided that such use or disclosure would not violate the requirements of the Privacy Rule if done by Covered Entity or Client, on behalf of Covered Entity, (b) as permitted or required by this BAA, (c) as Required by Law or (d) as otherwise directed by Covered Entity or Client, on behalf of Covered Entity.

3.2. Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

3.3. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate if such disclosures are (a) Required by Law or (b) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required by



Law or for the purpose for which it was disclosed to such person, and such person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.4. Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

3.5. Business Associate may de-identify PHI, provided that the de-identification process conforms to the requirements of 45 C.F.R. § 164.514(b).

3.6. Business Associate may use and disclose PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

Section 4. Obligations of Covered Entity.

4.1. Covered Entity or Client shall notify Business Associate of any limitation(s) in the respective notice of privacy practices that Covered Entity produces in accordance with the Privacy Rule and any changes or limitations to such notice under 45 C.F.R. § 164.520 to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

4.2. Covered Entity or Client shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI to the extent that such change or revocation may affect Business Associate's use or disclosure of PHI.

4.3. Covered Entity or Client shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI; provided that neither Covered Entity nor Client shall agree to any such restrictions unless legally required to do so.

4.4. Covered Entity or Client shall obtain all Authorizations necessary for any use or disclosure of PHI as contemplated under the Services Agreement.

4.5. Neither Covered Entity nor Client shall request that Business Associate use or disclose PHI in any manner that would not be permissible under HIPAA Laws.

4.6. Client hereby represents and warrants that it has all requisite power and authority to enter into this BAA on behalf of Covered Entity and to perform all of Covered Entity's obligations hereunder.

Section 5. Designated Third Parties. In connection with the Services Agreement, Covered Entity or Client may direct Business Associate to disclose certain PHI to, or receive certain PHI from, certain third parties with whom Covered Entity or Client has a relationship (other than Business Associate's Subcontractors), including third party administrators, consultants, brokers, auditors, successor administrators or insurers, and stop-loss carriers, and/or data warehouse vendors, and data analytics and/or data integration vendors as applicable ("**Designated Third Parties**"). Covered Entity shall enter into and maintain an appropriate business associate agreement with each Designated Third Party, and any PHI disclosed by Business Associate to, or otherwise held by, any such Designated Third Party, shall be governed by the terms of such business associate agreement (or any other applicable agreement between Covered Entity or Client and such Designated Third Party). Business Associate shall not have any liability for the acts or omissions of any Designated Third Party.



Section 6. Term and Termination.

6.1. Term; Effect of Termination. The term of this BAA shall commence as of the Effective Date and shall continue until the earlier of (a) the termination of the Services Agreement in accordance with the terms thereof and (b) the termination of this BAA for cause in accordance with the terms hereof; provided that this BAA shall terminate as to any Covered Entity upon termination of such Covered Entity by Client. The rights and obligations of the Parties which, by their nature, should survive termination or expiration of this BAA, shall survive such termination or expiration.

6.2. Termination for Cause. Upon Covered Entity's or Business Associate's knowledge of a material breach of this BAA by the other Party, the non-breaching Party shall notify the breaching Party of such material breach. If such material breach is not cured within 60 days of the breaching Party's receipt of such notice (or within such longer period as the non-breaching Party may agree), or if cure is not possible, the non-breaching Party may terminate this BAA and the related portion of the Services Agreement upon written notice to the breaching Party. If termination is not feasible, the non-breaching party may report the breach to the Secretary in accordance with 45 C.F.R 164.504(e)(1)(ii).

6.3. Obligations Upon Termination. Upon termination of this BAA for any reason, Business Associate shall return and destroy all PHI that Business Associate still maintains in any form and retain no copies of such information; provided that, if Business Associate determines that the return or destruction of any PHI is not feasible (e.g., because such PHI is necessary for its proper management and administration or to carry out its legal responsibilities), Business Associate may retain such PHI, in which case Business Associate shall continue to apply the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI infeasible, for so long as Business Associate maintains such PHI.

Section 7. Miscellaneous.

7.1. Entire Agreement. This BAA is an amendment to, and shall be deemed incorporated into and a part of, the Services Agreement. Except as expressly provided in this BAA, all of the terms and provisions of the Services Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. This BAA, together with the Services Agreement, constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof and thereof, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. For the avoidance of doubt, all claims and liabilities arising from or related to this BAA shall be brought under and subject to the terms of the Services Agreement, including any provisions therein regarding indemnification, limitation of liability, dispute resolution, choice of law or choice of forum.

7.2. Severability. If any provision of this BAA, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this BAA and such provision as applied to other persons, places or circumstances shall remain in full force and effect and such invalid, void or unenforceable provision shall be enforced to the fullest extent permitted by law.

7.3. Amendment; Waiver. The Parties agree to take such reasonable actions as are necessary to amend this BAA from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of HIPAA Laws. This BAA may not be amended or otherwise modified unless such amendment or modification is set forth in writing, identified as amendment or modification of this BAA and signed by an authorized representative of each of the Parties. No provision of this BAA may be waived unless



such waiver is set forth in writing, identified as a waiver of this BAA and signed by an authorized representative of the waiving Party. Except as otherwise provided in this BAA, no failure or delay by a Party in exercising any right under this BAA shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right.

7.4. Assignment. Neither Party may assign this BAA or any of its rights herein without the prior written consent of the non-assigning Party and any purported assignment without such consent shall be void and unenforceable; provided that each Party may, without obtaining such consent, assign this BAA as part of an assignment pursuant to and in accordance with the Services Agreement.

7.5. No Third Party Beneficiaries. This BAA shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this BAA.

7.6. Relationship of the Parties. The relationship between the Parties is that of independent contractors and this BAA will not establish any agency, partnership, joint venture, fiduciary, franchise or employment relationship between the Parties (or between one Party and a representatives of the other Party). Neither Party by virtue of this BAA shall have any right, power or authority, express or implied, to bind the other Party.

7.7. Force Majeure; Excused Performance. Notwithstanding anything to the contrary in this BAA, Business Associate shall not be liable for, nor be deemed to be in breach of this BAA as a result of, any failure to comply with its obligations hereunder or any other act or omission attributable to (a) any failure by Client or Covered Entity to comply with its obligations hereunder or under HIPAA Laws, (b) any act or omission of any Designated Third Party or other vendor or representative of Client or Covered Entity (other than Business Associate and its Subcontractors and other vendors and representatives) or (c) any act of God or other act or circumstance beyond the reasonable control of Business Associate (collectively "Force Majeure Event"); provided that: (i) each of the Parties shall use commercially reasonable efforts to mitigate the effects of any of the foregoing circumstances; and (ii) any Party that seeks to invoke this provision to excuse its performance under this BAA must provide the other party with notice within 30 days of such Force Majeure Event.

7.8. Counterparts. This BAA may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but such counterparts shall constitute one and the same instrument. This BAA may be executed and delivered electronically.

7.9. Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with HIPAA Laws. If any use or disclosure of PHI by Business Associate or Client under the Services Agreement would be invalidated by the terms and provisions of this BAA, the terms of the Services Agreement will be interpreted by substituting Covered Entity for Client (where appropriate) in order for such use or disclosure to be valid under this BAA. Unless the express context otherwise requires, the words "hereof", "herein", "hereunder" and words of similar import refer to this BAA as a whole and not to any particular provision of this BAA, references to a specific section refer to the sections in this BAA unless otherwise expressly provided and the words "include", "including" and words of similar import shall be deemed to be followed by the words "without limitation". The captions or headings in this BAA are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this BAA.



7.10. Notices. Any notice or other communication that is required to be provided to Covered Entity hereunder may be made to Client in accordance with the notice provisions set forth in the Services Agreement.

* * * * *

IN WITNESS WHEREOF, the Parties have caused this BAA to be duly executed as of the Effective Date.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Daniel J. Quinn

Its: VP, Sales Operations

APPROVED AS TO FORM:

By: _____
City Attorney *REL*

ATTEST:

By: _____
City Clerk



Attachment C

ALIGHT WELL ORDER FORM

This Order Form (this “**Order Form**”), effective upon execution (the “**Effective Date**”), is by and between City of Chandler (“**Client**” or “**City**”) and Alight Solutions LLC (“**Alight**” and, together with Client, each a “**Party**” and collectively the “**Parties**”). This Order Form adopts and incorporates by reference the terms and conditions of that certain Subscription and Services Agreement, effective upon execution, by and between Client and Alight (the “**SSA**”). Capitalized terms used but not defined in this Order Form shall have the meanings ascribed thereto in the SSA. If there is a conflict between a term in the Services Agreement and a term in this Order Form, the term in this Order Form shall control with respect to the Services provided under this Order Form. In consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Services. A description of the Services to be provided by Alight under this Order Form is set forth in the **Service Schedule** attached hereto and incorporated herein.

Section 2. Rewards. The terms of the **Rewards Schedule** attached hereto and incorporated herein shall apply in the event that Alight is to provide Client’s incentive eligible participants with rewards in the form of gift cards, gift card codes or other rewards that Alight purchases in connection with the Services provided under this Order Form.

Section 3. Fees. The fees and expenses payable by Client to Alight in connection with the Services to be provided by Alight under this ORDER FORM, together with the terms under which such fees and expenses will be invoiced, paid and adjusted from time to time, are set forth in the **Fee Schedule** attached hereto and incorporated herein; provided that fees and payment terms specific to the administration of certain rewards are set forth in the Rewards Schedule. Client shall be responsible for and pay all sales, use, excise and similar taxes relating to Client’s receipt of the Services; provided that Client shall not be responsible for or pay any taxes relating to Alight’s income, capital, gross receipts, employees or real or personal property.

Section 4. Term.

4.1. Initial Term; Renewal. The initial term of this Order Form (the “**Initial Term**”) shall commence on the Effective Date and continue for a period of three years. The parties may agree to extend the term of this order form for up to two periods of two years each. .

4.2. Implementation. Client requests the Services to be provided by Alight under this Order Form be “live” on February 1, 2024 (the “**Live Date**”). Alight will perform implementation and testing of the Services prior to the Live Date based on a schedule to be mutually agreed with Client. In implementing and testing the Services, Alight will rely upon the timely participation of Client to achieve the desired Live Date, including by timely providing any required data to Alight in Alight’s required file formats.

4.3. Client may elect to terminate this Order Form for its convenience between May 1st and May 31st of each given calendar year that this Agreement or any Order Form remains in effect (“**Opt-Out Period**”) by providing written notice to Alight. Where the Client exercises its termination for convenience right hereunder by providing Alight with written notice during the Opt-Out Period for that applicable year, this Agreement shall terminate at least sixty (60) days from Alight’s receipt of the Client’s notice. Where no such notice is received by Alight during the Opt-Out Period, or such notice is received by Alight after the expiration of the Opt-Out Period for that applicable year, then the Agreement and any Order Form shall continue and remain in effect until terminated in accordance with its terms. Notwithstanding anything to the contrary in



this Agreement, in the event of a termination for convenience under this Section, Client will pay Alight for the Services performed in accordance with the terms and conditions of this Agreement and any Order Form up to and through the date of termination.

4.4. Cure Period. If a breach cannot reasonably be cured within the cure period set forth in Section 6.3 of the Services Agreement (Termination for Cause) and the breaching party promptly commences diligent efforts to cure such breach, then such cure period shall continue as long as such diligent efforts to cure continue, but not beyond the date that is 90 days after the delivery of the applicable breach notice.

Section 5. Additional Terms.

5.1. Alight may engage affiliates, subcontractors and other third parties to perform a portion of the Services provided under this Order Form; provided that Alight shall remain responsible for the performance of such Services by such affiliates, subcontractors and other third parties to the same extent as if such Services were performed by Alight. Certain of the Services provided under this Order Form may be provided by the following subcontractors: Mobile Health Consumer, Inc., LabCorp Employer Services, Inc. ("**LabCorp**") and certain vendors used by LabCorp to provide offsite biometric screening services (including screening vouchers and home test kits).

5.2. In connection with the Services, LabCorp may maintain, create, collect or otherwise process protected health information in its capacity as a covered entity (as defined by HIPAA) ("**Covered Entity PHI**"). The terms of the Services Agreement related to data privacy and data protection shall not apply to Covered Entity PHI other than the terms of the Services Agreement related to data breach notification. Instead, LabCorp shall comply with HIPAA and all other applicable law with respect to Covered Entity PHI.

5.3. Client acknowledges and agrees that, in connection with the Services, participants in Client's wellness program may receive gift cards and other awards that are taxable compensation or income under applicable law. Client shall be responsible for all withholding, reporting, payment and other obligations with respect to such taxable compensation or income. Alight shall provide Client with information in its control regarding such gift cards and other awards as necessary for Client to satisfy such withholding, reporting, payment and other obligations.

5.4. Client shall (a) provide or otherwise make available to Alight all data in Client's control (including data held by any Client vendor or other representative on Client's behalf) necessary for Alight to perform the Services, (b) obtain any licenses, authorizations, consents and approvals required for Alight to use or otherwise access any data or other materials provided or otherwise made available to Alight by or on behalf of Client or any employee or other person that is an end user of the Services and (c) provide Alight with reasonable advance notice of any known event or circumstance that may impact the Services (e.g., modifications of Client policies, procedures and plans). Client shall be responsible for the accuracy and appropriateness of any data or other materials provided or otherwise made available to Alight by or on behalf of Client. Alight may anonymize and use data it obtains in connection with the Services.

5.5. The Alight Well platform is intended to be used by Client to administer its wellness program and, as such, Client shall be responsible for (a) designing its wellness program and ensuring that it complies with applicable law, (b) providing detailed direction to Alight on administration of that wellness program design, (c) ensuring that all of the elements of its wellness program administered on the Alight Well platform, including all incentives, are consistent with its wellness program and the laws applicable thereto and (d) supervising the activities of Client's vendors and other representatives (other than Alight) whose data may be incorporated in the Alight Well platform. If Client directs Alight to provide any data to any Client vendor or other representative (other than Alight), Client shall be responsible for the acts and omissions of such vendor



or other representative with respect thereto. Client remains responsible for ensuring that its use of any data reported in connection with the Services complies with all applicable laws.

5.6. The Parties do not intend for the Services to violate any applicable law (including the Employee Retirement Income Security Act of 1974). If any part of the Services is reasonably interpreted by either Party to pose a material risk of violating any applicable law, the Parties agree to immediately cease the conduct in question and to negotiate in good faith to amend this ORDER FORM in order to address such risks.

5.7. The information provided in connection with these Services is for informational purposes only and is not medical advice, is not intended for the diagnosis or treatment of medical conditions and does not replace the judgment of healthcare professionals. While users of the Service may receive education regarding their health and wellbeing as part of the Services, the user’s physician or other healthcare providers remain responsible for their actual medical care and the associated outcomes. Alight does not guarantee a particular healthcare or other outcome or result.

* * * * *

IN WITNESS WHEREOF, the Parties have caused this Order Form to be duly executed as of the Effective Date:

FOR THE CITY

FOR THE CONTRACTOR

By: _____

By: Daniel J. Quinn

Its: Mayor

Its: VP, Sales Operations

APPROVED AS TO FORM:

By: _____
City Attorney *REL*

ATTEST:

By: _____
City Clerk



Service Schedule

Covered Population

The Services will be made available to Client employees eligible to enroll in Client's US medical plan, in each case, as identified in the census files provided or otherwise made available to Alight by Client ("**Users**"). Client will ensure that such census files do not include minors and Alight will not independently verify ages. City of Chandler can choose to include spouses/dependents/domestic partners over the age of 18 for no additional cost.

Alight Well Platform

Overview

The Alight Well platform is a digitally enabled and data-driven platform for administration of Client's wellbeing programs, including team and individual challenges, incentives and personalized communications designed to drive year-round engagement in such programs. Unless otherwise stated below, the Alight Well platform standard functionality will be deployed without modifications. Modifications to standard functionality, including wording, workflow, user experience, integrations and reporting, may require additional fees dependent upon customizations required and are not included in the Services.

Alight Worklife Web Portal and Mobile App

- Users will be able to access the Alight Well platform via the Alight Worklife web portal and mobile app (available in the Apple App Store and Google Play Store)
- Users will authenticate through Alight Worklife
- Alight will establish up to 2 additional outbound SML2.0 SSO integrations upon Client request for Alight Well (any additional SSO integrations are subject to additional charges)
- If Client requests Alight to integrate any Client vendor data files into the Alight Well platform, the Parties shall mutually agree on the formatting and frequency of such files (and additional charges may apply)

User Engagement

- In connection with implementation of the Services, Alight will send each User its standard welcome email and will send Client its standard digital postcard and flyer for Client distribution
- Thereafter, Users will receive standardized emails or other in-app messages through the Alight Worklife web portal or email that promotes utilization of Client's wellbeing program
- All email communications will only be delivered to Users for whom Alight has received an email address
- Client customized communications must be mutually agreed upon and will be subject to additional charges
- Print materials are available upon request (subject to additional charges)

User Access to Client Benefits Information

Users will have access to the following through the Alight Worklife web portal and mobile app:

- Links to websites hosted by Client's insurance carriers and other vendors

Alight Well Platform Modules

The following standard Alight Well platform modules will be deployed in the Alight Worklife web portal and mobile app:



Notification Center

Provides User access to Alight Well system-generated communications.

Ongoing Communications

- Users will receive monthly and quarterly messages regarding their wellbeing and participation in Client's program based on the Alight Well standard message library (messages can be branded with Client logos upon request but not other content)
- Upon request by Client, Alight will develop up to 20 User messages per year with custom content at no additional cost to client (such messages otherwise follow standard Alight well layout and formatting)

Health Assessment

- Users may complete a questionnaire designed to assess current and predicative health risks
- Alight will incorporate a User's biometric data in such User's health assessment when such data is available to Alight (either through self-reporting or actual lab results)
- The health assessment is based on nationally recognized third party guidelines
- User's may review their health assessment in the Alight Worklife web portal and mobile app

Digital Health Coaching

- After completing their health assessment, Users will receive information through the Alight Worklife web portal and mobile app regarding any identified health risks and receive a personalized health pathway to improve or maintain their health
- Where biometric data is available to Alight, Users will also learn if their biometric data is within a healthy range based on nationally recognized third party guidelines
- On a quarterly basis, Users will receive further communications through the Alight Worklife web portal and mobile app or via email based on the results of their health assessment that are designed to reinforce their personalized health pathway

Wellbeing Journeys

- Users may participate in the Alight Well standard evidence-based wellbeing journeys, including journeys regarding physical activity, stress, resiliency, nutrition, sleep, tobacco cessation, career, social and financial wellbeing
- There will be no additional costs as new standard wellbeing journeys are developed and released by Alight
- All wellbeing journeys are opt-in and self-paced with embedded points-based incentives to encourage completion
- Each wellbeing journey includes an initial and final assessment allowing the User to provide feedback
- Alight will provide Client with de-identified and aggregate reporting of User participation, completion and feedback

Challenges

- Client may select one company-wide wellbeing challenge per quarter from the Alight Well standard challenge library, which will allow Users to create/join teams, view leaderboards and earn rewards



- Users may initiate any number of peer challenges from the Alight Well standard challenge library, which will allow them to challenge one or more other Users, choose the challenge duration, view leaderboards and earn rewards
- The Alight Well standard challenge library includes various activities that support Alight Well's five pillars of wellbeing: physical, emotional, financial, social and career wellbeing
- Users can link approved activity devices (Apple Health, Google Fit, Garmin and Fitbit) or manually track activity

Incentives

General

- Participation in Client's wellbeing program can be incentivized by granting rewards for completing certain tasks
- Rewards may include items fulfilled by Alight (see below) or rewards fulfilled by Client or its other vendors (e.g., HSA contributions, premium credits, payroll contributions, charity contributions or vacation days)
- As between Client and Alight, all rewards will be funded by Client regardless of who fulfills the reward
- For rewards that are to be fulfilled by Client or its other vendors, Alight will provide a data file on a mutually agreed frequency identifying the rewards and the recipients thereof, but Client is otherwise responsible for establishing and maintaining any processes necessary to support the fulfillment of such awards
- For tasks completed outside the Alight Well platform, Alight can determine completion through either User self-reporting or data provided by Client or its vendors (which may be subject to additional charges)
- Configuration of Client-specific incentive program elements is subject to current platform capabilities
- Support of outcomes-based incentive programs are within the scope of the Services

Points Engine

- The Alight Well platform incorporates a single points-based incentive tracking system whereby Users receive points based on completing certain tasks and will receive rewards based on obtaining certain levels of points. City of Chandler can choose to customize a point program for no additional fee.
- In addition to Alight Well standard rewards for points (e.g., gift cards), Alight will include up to 5 custom rewards requested by Clients (so long as such request is able to be supported)

Rewards Fulfilled by Alight

- Unless otherwise mutually agreed, all rewards to be fulfilled on the Alight Well Platform will be in the form of gift cards or gift card codes
- Alight will use its preferred gift card providers (Amazon or Blackhawk) unless otherwise mutually agreed (which may be subject to additional charges)

Prize Drawings

- Prize drawings are available to provide Users with a chance to win one or more prizes
- Up to 4 prize drawings can be included per year with up to 3 available prizes per drawing
- Each prize drawing is single Client based and requires a set of rules to be reviewed, defined and approved by Client



- In general, each drawing is expected to include a specific duration, an alternative method of entry and winners determined by random selection
- If applicable, vacation or travel-related prizes, or prizes valued at or above \$5,000, will require additional review, coordination and agreement between Alight and Client
- For recordkeeping purposes, Client will be provided a report for each drawing including copies of the rules, entrants, selection details, winners and other relevant information
- Requirements for notification and acceptance of winners prior to awarding of winner, including collecting any applicable releases or other agreements with the winner(s), will be the responsibility of Client
- Alight is available to assist with winner notification as directed by Client

Store

- The Alight Well platform will include a Client-specific virtual store through which Users can redeem their points for certain rewards
- Client may select up to 6 rewards to include in the virtual store

LabCorp Services

Overview

The following Services will be provided by LabCorp and certain vendors used by LabCorp, as described in more detail below. Such services will be made available to Client's current or former personnel as directed by Client. For purposes hereof, a "**LabCorp Participant**" is any such individual that participates in the LabCorp Services.

Onsite Biometric Screening Services

Implementation

- Onsite screening Clinics (as defined below) include the following services:
 - Medical oversight and CLIA-waived certification
 - Standard LabCorp results education
 - Online scheduler
 - LabCorp Participant consent
 - All staff required to perform the Clinic
 - All supplies and logistics for getting supplies to the Clinic
 - Biohazard removal and disposal
- A "**Clinic**" is defined by a location/date/time of the screening without a break of more than one (1) hour. For example, Clinics held at Location A on March 1 from 9am-12pm and from 4pm-6pm are considered to be two (2) Clinics; Clinics held at Location A on March 1 and March 2 both from 9am-12pm are considered to be two (2) Clinics.
- All Clinic dates, times, locations, and anticipated participation must be confirmed six (6) weeks prior to the Clinic date. Less than six (6) weeks' notice of Clinic dates, times, locations and anticipated participation will incur a short notice fee, as provided in the Fee Schedule.
- Assumes staff is required to be available for Clinic setup one (1) hour prior to the start of a Clinic. If staff is required for setup activities (including time required to clear any site security checks) more than one (1) hour prior to the Clinic start time, a pre-clinic setup fee will apply as provided in the Fee Schedule.



- Each LabCorp Participant will be required to review and provide consent prior to receiving Services.

Staffing

- Clinic staff will be provided based on agreed upon expected participation and staffing ratios. If Client requests additional staff to augment described staffing assumptions, additional staff can be provided for an hourly rate determined by role at the Clinic, as defined in the Fee Schedule.

Logistics

- Standard Clinic hours are Monday through Friday, 6:00 am-4:00 pm MST. Clinics held outside of these hours, or on Federal Holidays, will incur an out of hours surcharge, as defined in the Fee Schedule. "Federal Holidays" are defined as the following days: New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.
- If a Clinic is more than one hundred and twenty (120) miles of city limits with a population of fifty thousand (50,000) or greater, hotel fees may be incurred. Hotels will be booked with two (2) screeners to a room (when gender permits) and one hundred and eighty dollars (\$180) maximum per night guidelines.
- Travel costs are included for all Clinic locations within fifty (50) miles of city limits with a population of fifty thousand (50,000) or greater. Any Clinic location that does not meet this criteria is considered a "remote location" and will incur travel fees. A travel quote will be provided upon request.
- If travel fees include mileage, mileage will be billed at the current Federal Mileage Reimbursement Rate, as provided by the IRS.
- All travel will be billed to Client at cost.
- Supplies will be shipped to Clinic location, unless otherwise directed by Client.

State Specific Compliance

- All onsite screening Clinics in California and New York will incur a \$100 licensing fee per Clinic.
- Fingerstick onsite screening Clinics in Massachusetts, Oregon, and Maryland will incur a \$250 regulatory fee per Clinic.
- All onsite screening Clinics in Nevada will incur a combined licensing and regulatory fee of \$895 per Clinic.
- All onsite screening Clinics held outside of the contiguous United States (including Hawaii and Alaska) will be charged a 100% premium.

Minimums

- Each Clinic is quoted with a thirty (30) participant minimum, per Clinic. In the event a Clinic does not meet the thirty (30) participant minimum, Client will be billed for additional participants to meet the minimum.
- Clients will be billed for 90% of the projected minimum per Clinic, or actual participation, or thirty (30) participant minimum, whichever is greater. The projected minimum is used to calculate the number of staff required for a Clinic. This number must be furnished to Alight by Client by noon EST ten (10) business days prior to all Clinics, excluding Federal Holidays.

Cancellations and Rescheduling



- Changes made to the Clinic date, time, and/or location seven (7) business days after a Clinic is scheduled, will incur a Clinic change fee, as provided in the Fee Schedule.
- Cancelling or rescheduling a Clinic less than ten (10) business days prior to a Clinic, for reasons other than severe weather conditions or other matters beyond the reasonable control of Client, will incur a cancellation fee, as provided in the Fee Schedule.
- Additionally, if Client reschedules or changes a Clinic less than ten (10) business days prior to a scheduled Clinic, Client will be responsible for any costs associated with rebooking travel, diverting shipments, or expired supplies that have been purchased for that Clinic, plus a 10% administrative fee.
- Reducing additional staff for scheduled Clinics, as requested by Client, less than ten (10) business days prior to a Clinic will result in a staffing fee equal to 75% of the staff's hourly rates, as such rates are provided in the Fee Schedule.

Offsite Biometric Screening Services

Vouchers

- LabCorp partners with a variety of vendors, including CVS Pharmacy, to provide offsite service options, including screening vouchers, to LabCorp Participants at participating nationwide vendor locations.
- LabCorp will manage the setup of necessary voucher forms. Forms are available pre-populated through LabCorp's WellConnect+ platform.
- Setup time required is a minimum of thirty (30) calendar days.
- LabCorp can provide a geo access report to determine accessibility based on a zip code file of Client employees provided by Client.

PCP Forms

- LabCorp will manage the setup of the primary care physician ("**PCP**") form. Form will be made available via LabCorp's WellConnect+ platform and can be customized with Client logo and program dates.
- Setup time required is no less than thirty (30) calendar days.
- The LabCorp Participant or their PCP returns the form to LabCorp through the LabCorp secure fax line or by uploading into LabCorp's WellConnect+ platform.

Home Test Kits

- LabCorp partners with a variety of vendors, including Coremedica, to provide at home test kit screenings ("**Kits**"), to be shipped to LabCorp Participants. Kits are returned to vendors for processing.
- LabCorp will manage the setup of the Kit service. Kit ordering is hosted and managed by LabCorp. Ordering can be managed through LabCorp's WellConnect+ platform or via telephonic requests made to LabCorp by the ordering LabCorp Participant. Orders are then communicated to vendors for their processing and shipping of Kits.
- Setup time required is a minimum of thirty (30) calendar days.
- Kits will be billed when ordered, and again as Kits are completed and returned to vendor for processing.

Biometric Screening Reporting

- Alight will incorporate screening results in the Alight Well platform.

Health Coaching



Overview

The LabCorp health coaching program takes a comprehensive, 360-degree approach to promoting lifestyle change for health improvement. LabCorp utilizes health coaches that are registered dietitians with additional certifications and extensive training in behavior change.

Telephonic Health Coaching

- A toll-free number and coaching appointment scheduler (described below) is provided where LabCorp Participants may call to schedule a health coaching appointment. The LabCorp customer care team assists callers with this process and schedules all appointments through the web-based online scheduler. Those who call in to request an appointment will have access to email and text-based appointment reminders.
- LabCorp Participants are entitled to a total of 120 minutes of scheduled appointments with a health coach on a 12-month basis, generally broken into four 30-minute sessions over the course of the year.
- Health coaches contact the LabCorp Participant at the number they enter when scheduling their health coaching appointment. Health coaches will attempt to contact a LabCorp Participant twice. If there is no call back or answer within 15 minutes of the scheduled appointment time, it is then considered a missed appointment.
- All scheduled health coaching sessions must be rescheduled or cancelled at least 24 hours prior to the scheduled appointment time.
- Health coaching is offered in English and Spanish. Additional languages can be requested upon 8 weeks' notice and mutual agreement on additional fees.

Secure Email Health Coaching

- Secure unlimited inbound email coaching with a guaranteed response in 24-48 hours.
- Email coaching is done within the coaching platform.

Communication and Engagement Plan

- Structured communication plan to drive engagement can be paper-based or electronic. This includes:
 - Introduction to Health Coaching: Outreach to all eligible program Recipients providing information about coaching.
 - Quarterly Pillars of Health: The four pillars of health coaching are nutrition, fitness, rest, and stress. Each pillar is described with specific health goals and also information about how to engage with a health coach.
 - Success Stories Campaign: LabCorp health coaches collect success stories, which have been found to be motivational and inspiring to potential LabCorp Participants. The robust library of success stories can be shared at specific intervals throughout the year/incentive campaign to drive engagement. Success stories are de-identified for privacy purposes.

Coaching Appointment Scheduler

- A web-based appointment scheduler is available on the LabCorp health coaching platform.
- LabCorp Participants can self-schedule based on their availability.
- Appointment reminders can be sent via email and text.
- Assistance with this process is available through the toll-free health coaching line (described above).



Health Coaching Reporting

- Client will have access to standard reporting that summarizes participation in the health coaching program.
- If Client requests any custom reporting, the Parties will mutually agree on the scope of such reporting and additional fees will apply.

Hours

- Health Coaching: 6:00 AM to 9:00 PM MST Monday through Friday.
- Customer Service: 7:00 AM to 7:00 PM MST Monday through Friday.

Client Reporting and Client Manager

- Authorized Client administrators may view standard Alight Well reports via a web portal
- Standard Alight Well reports are real-time and dynamic and include biometric measures, biometric trends, disease risk averages, disease risk factors, incentive costs, incentive engagement, challenge progress, challenge participation, point levels, assessment progress, message statistics, prize drawing statistics and wellbeing dashboard
- Authorized Client administrators may also use the report export feature to export select data on demand
- Engagement reporting will be provided in the Alight Well standard format to Client at an agreed upon frequency
- All reported data will be anonymized and aggregated except to the extent necessary to administer incentives (e.g., information needed for Client to complete any required tax withholding and reporting)
- Alight will designate a client manager to lead the implementation of the Services and otherwise address any operational matters that may arise from time to time in connection with the Services
- Custom reports and dashboards are available upon request (subject to additional charges)

* * * * *



Rewards Schedule

The terms of this Rewards Schedule apply in the event that Alight is to provide Client's incentive eligible participants with rewards in the form of gift cards, gift card codes or other rewards purchased and fulfilled by Alight ("**Gift Cards**"). For the avoidance of doubt, this Rewards Schedule does not apply to rewards that are not purchased and fulfilled by Alight (e.g., HSA contributions, premium credits, payroll contributions, charity contributions or vacation days).

Gift Card Budget

Alight and Client will agree upon an appropriate annual budget for Client's Gift Card program (the "**Gift Card Budget**"), which will be based on purpose, generosity and population size among other things. Client's Gift Card Budget may be adjusted from time to time as agreed by Alight and Client.

Gift Card Funds

To fund Client's Gift Card program, Client must advance funds to Alight for purposes of purchasing Gift Cards ("**Gift Card Funds**"). Alight shall have no obligation to purchase any Gift Cards on behalf of Client unless Client has advanced Gift Card Funds to Alight that are sufficient to make such purchase (and Alight reserves the right to restrict or prohibit usage of Gift Cards unless and until Gift Card Funds are available). Alight and Client will agree upon the amount of Gift Card Funds that Client must initially advance to Alight and, as the Gift Card Funds are spent by Alight, a threshold below which Client must replenish the Gift Card Funds which, in each case, should be based upon Client's Gift Card Budget and the anticipated timing and use of Gift Cards. Alight will provide Client with wire instructions for purposes of receiving the Gift Card Funds from Client ("**Gift Card Account**").

Use of Gift Card Funds

The Gift Card Funds may only be used by Alight to purchase Gift Cards for use by Client's incentive eligible Users ("**Eligible Recipients**") upon receipt of written instruction from Client or its designee (including any third parties appointed by Client to determine whether Eligible Recipients are entitled to receive Gift Cards) ("**Gift Card Order**") which may, for the avoidance of doubt, be a rules-based instruction (e.g., Eligible Recipient receives a Gift Card if they complete an identified task). Client is responsible for all costs associated with any Gift Cards purchased by Alight pursuant to a Gift Card Order. In no event shall an erroneous or incorrect Gift Card Order limit or reduce Client's liability for any Gift Cards properly purchased by Alight pursuant to such Gift Card Order. In no event shall Alight be liable for any unused Gift Cards or any other amounts related to the use or failure to use Gift Cards.

Administrative Fee

As compensation for administering the Gift Card Funds, Client shall pay Alight an administrative fee equal to 5% of the total amount of Gift Card Funds (i.e., 5% of the amount initially advanced and 5% of each subsequent replenishment).

Invoicing

Alight will deliver invoices to Client for purposes of the initial advancement of Gift Card Funds and for any required replenishment thereof. Each such invoice will also reflect the administrative fees described above. All invoices will be payable upon receipt.

Termination



Upon termination of the Services, (a) Alight will return to Client any of its Gift Card Funds that have not been used by Alight to purchase Gift Cards prior to the effective date of such termination and (b) Alight will seek a refund of any Gift Card Funds used to purchase Gift Cards for which a refund is available to the extent such Gift Cards have not been used and deliver such refunds to Client within 5 business days of receipt by Alight (it being understood that Amazon has advised Alight that it may take 2-3 months for Amazon to refund unused account balances).

* * * * *



Fee Schedule

Alight Well Platform Fees

Implementation Fees: Waived

Ongoing Fees: Alight Well (LabCorp) - \$2.00 per Active Eligible per month; Alight Well Technology - \$1.00 per Active Eligible per month

“Active Eligibles” means active Client employees eligible to enroll in Client’s US medical plan, as identified in the census files provided or otherwise made available to Alight by Client. Ongoing fees for the Alight Well Platform will be due each month, commencing the month in which the Live Date (February 1, 2024) is scheduled to occur. Changes in such fees based on a change in an employee’s eligibility status will be effective the month following the month in which such change occurred.

Ongoing fees are based on the following assumed number of Active Eligibles: 1,697

Ongoing fees are subject to a minimum monthly fee calculated using 90% of the assumed number of Active Eligibles listed above (i.e., 1,527). If the actual number of Active Eligibles drops below such threshold, the Parties agree to renegotiate the ongoing fees in good faith. Until an agreement is reached, the minimum monthly fee shall apply.

LabCorp Service Fees

Service Category	Fees										
Onsite Biometric Screening Services – Standard Tests											
Fasting Fingerstick Total cholesterol, HDL, LDL, triglycerides, glucose, blood pressure, height, weight, BMI, waist circumference, percent body fat	\$55/LabCorp Participant <i>30 LabCorp Participant minimum per Clinic</i> <i>Fingerstick screenings that include both fasting and non-fasting options will be billed as fasting</i>										
Non-Fasting Fingerstick Total cholesterol, HDL, glucose, blood pressure, height, weight, BMI, waist circumference, percent body fat	\$55/LabCorp Participant <i>30 LabCorp Participant minimum per Clinic</i> <i>Fingerstick screenings that include both fasting and non-fasting options will be billed as fasting</i>										
Venipuncture Total cholesterol, HDL, LDL, triglycerides, glucose, blood pressure, height, weight, BMI, waist circumference, percent body fat	\$65/LabCorp Participant <i>30 LabCorp Participant minimum per Clinic</i>										
Onsite Biometric Screening Services – Optional Tests											
Venipuncture Additional Tests	<table> <tr> <th>Test</th><th>Fee</th></tr> <tr> <td>PSA</td><td>\$20/LabCorp Participant</td></tr> <tr> <td>TSH</td><td>\$20/LabCorp Participant</td></tr> <tr> <td>A1c</td><td>\$20/LabCorp Participant</td></tr> <tr> <td>Cotinine</td><td>\$25/LabCorp Participant</td></tr> </table> <i>30 LabCorp Participant minimum per Clinic</i>	Test	Fee	PSA	\$20/LabCorp Participant	TSH	\$20/LabCorp Participant	A1c	\$20/LabCorp Participant	Cotinine	\$25/LabCorp Participant
Test	Fee										
PSA	\$20/LabCorp Participant										
TSH	\$20/LabCorp Participant										
A1c	\$20/LabCorp Participant										
Cotinine	\$25/LabCorp Participant										
Hemoglobin A1c (fingerstick)	\$30/LabCorp Participant <i>30 LabCorp Participant minimum per Clinic</i>										
Cotinine Testing (oral swab)	\$30/LabCorp Participant <i>30 LabCorp Participant minimum per Clinic</i>										



Service Category	Fees
PSA (fingerstick)	\$35/LabCorp Participant <i>30 LabCorp Participant minimum per Clinic</i>
Onsite Biometric Screening Services – Extras (Optional)	
Additional Registration Coordinator(s)	\$60/hour/staff
Additional Screener(s)	\$90/hour/staff
Additional Health Educator	\$125/hour/staff
Pre-Clinic Setup If staff is required for setup more than 1 hour prior to Clinic start time	\$150/setup for Clinics with 1-4 screeners \$300/setup for Clinics with 5+ screeners
Additional Privacy Screens	\$15/screen
Onsite Biometric Screening Services – Admin Fees	
Short Notice Fee Clinics requested less than six (6) weeks in advance	\$500
Clinic Change Fee Changes to a Clinic date, time, or location seven (7) business days after scheduling	\$600
Cancellation or Rescheduling Fee Cancelling or rescheduling a Clinic less than ten (10) business days prior to a Clinic	50% of estimated screenings
Cancellation or Reduction of Additional Staff Reducing additional staff for schedule Clinics less than ten (10) business days prior to a Clinic	75% of additional staff rates provided above
Out of Hours Surcharge Clinics held outside of normal business hours and Federal Holidays	12% of Clinic cost
Offsite Biometric Screening Services	
PCP Forms	\$14/PCP form processed <i>50 LabCorp Participant minimum</i>
CVS Vouchers Total cholesterol, HDL, LDL, triglycerides, glucose, height, weight, BMI, waist circumference, blood pressure	\$75/LabCorp Participant
LabCorp Vouchers Total cholesterol, HDL, LDL, VLDL, triglycerides, glucose	\$60/LabCorp Participant
LabCorp Vouchers Total cholesterol, HDL, LDL, VLDL, triglycerides, glucose, height, weight, BMI, waist circumference, blood pressure	\$75/LabCorp Participant
Home Test Kits Total cholesterol, HDL, LDL, triglycerides, glucose	\$60/Kit ordered and returned OR \$30/Kit ordered and NOT returned
Health Coaching and Tobacco Cessation Services	
Implementation Fee	\$2,500



Service Category	Fees
Covers weekly meetings to set up coaching program, eligibility, trainings, communications, and program details. Typically a 45 to 60 day process.	
Telephonic Health and Tobacco Cessation Coaching Fee	\$225/case <i>The case rate is billed after completion of the first coaching session of each 12-month program calendar year beginning at the program start date. Client is allotted 4 thirty-minute health coaching calls per case rate.</i>
Health Coaching and Tobacco Cessation Additional Services (Optional)	
Custom Communications	\$150/hour
Non-Standard Languages (English and Spanish included)	Quoted upon request
Onsite Health Coaching Services (Optional)	
Seminars/Webinars Health seminars from LabCorp's annual seminar list can be delivered onsite by a LabCorp health coaches. Seminars can also be delivered as webinars.	Standard - \$825/seminar or webinar Custom - \$1,100/seminar or webinar
WELLReview (15-minute telephonic session) following venipuncture or offsite screening	\$50/session
Guided Meditation	\$550/session
Onsite Health Coaching Health coaches can be provided onsite for events, education, or one on one sessions. LES has a network of over 1,500 health coaches in all 50 states. Health coaches can be provided onsite for events, education, or one on one sessions.	\$121/hour <i>4-hour minimum</i> <i>If monthly, a \$2,500 implementation fee will apply</i>

Other Charges

Single Sign-On Fee: first 2 third party SSO integrations 2 included at no charge; \$5,000 per each additional SSO integration

Data File Fees: first 3 set ups are included at no charge; \$5,000 per each additional file set up. For purposes of clarity, LabCorp will not be included as one of the first 3 set ups or considered an additional file set up.

Expenses

Client shall reimburse Alight for all printing, shipping and handling costs incurred in connection with the Services. Client shall reimburse Alight for all other reasonable expenses incurred in connection with the Services, including any travel expenses, if such expenses have been pre-approved by Client. A 10% administrative service charge will be added to the amount paid by Alight to outside suppliers.



Payment Terms

Ongoing fees for the Alight Well platform will be invoiced in the month prior to the applicable service period (e.g., January for February services and shall be payable within 30 days of the invoice date). Fees for LabCorp Services will be invoiced in arrears on a monthly basis and shall be payable within 30 days of the invoice date. Implementation fees (if any) will be included on the first invoice for ongoing fees and payable on the same terms. Fees for additional services, reimbursable expenses and other charges (if any) will be invoiced to Client on a monthly basis and shall be payable within 30 days of the invoice date. All payments by Client shall be made by wire transfer or Automated Clearing House (ACH) payment. Interest at 9% per year will accrue on all past due amounts from the corresponding due date until payment is received.

Ongoing fees are subject to an annual three percent (3%) increase each year.

* * * * *



Attachment D

ORDER FORM

ALIGHT HEALTH AND WELLNESS

This Order Form (this “**Order Form**”), effective upon execution (the “**Effective Date**”), is by and between City of Chandler, with its principal place of business at 175 S Arizona Avenue, Chandler, AZ 85225 (“**Client**” or “**City**”), and Alight Solutions LLC, with its principal place of business at 4 Overlook Point, Lincolnshire, IL 60069 (“**Alight**” and, together with Client, each a “**Party**” and collectively the “**Parties**”). This Order Form adopts and incorporates by reference the terms and conditions of that certain Subscription and Services Agreement, effective upon execution, by and between Client and Alight (the “**Services Agreement**”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Services Agreement. In consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 6. Services. A description of the Services to be provided by Alight hereunder under this SOW may include software-as-a-service offerings (“**Subscription Services**”) and/or professional services (“**Professional Services**”). The details of each Service are described in one or more service schedules (each, a “**Service Schedule**” and collectively the “**Service Schedules**”) attached hereto and incorporated herein.

Section 7. Fees. The fees and expenses payable by Client to Alight in connection with the Services to be provided by Alight under this Order Form, together with the terms under which such fees and expenses will be invoiced, paid and adjusted from time to time, are set forth in the **Fee Schedule** attached hereto and incorporated herein.

Section 8. Term.

8.1. Initial Term; Renewal. The initial term of this Order Form (the “**Initial Term**”) shall commence on the Effective Date continue for a period of three years. The parties may agree to extend the term of this order form for up to two periods of two years each.

8.2. Implementation. Client requests the Services to be provided by Alight under this Order Form be “live” on the date(s) specified in the Fee Schedule (the “**Live Date**”). Alight will perform implementation and testing of the Services prior to the Live Date based on a schedule to be mutually agreed with Client. In implementing and testing the Services, Alight will rely upon the timely participation of Client to achieve the desired Live Date. If the Live Date of any Services is delayed by Client, the fees for such Services shall commence or continue (as the case may be) as originally scheduled.

8.3. Client may elect to terminate this Order Form for its convenience between May 1st and May 31st of each given calendar year that this Agreement or any Order Form remains in effect (“**Opt-Out Period**”) by providing written notice to Alight. Where the Client exercises its termination for convenience right hereunder by providing Alight with written notice during the Opt-Out Period for that applicable year, this Agreement shall terminate at least sixty (60) days from Alight’s receipt of the Client’s notice. Where no such notice is received by Alight during the Opt-Out Period, or such notice is received by Alight after the expiration of the Opt-Out Period for that applicable year, then the Agreement and any Order Form shall continue and remain in effect until terminated in accordance with its terms. Notwithstanding anything to the contrary in this Agreement, in the event of a termination for convenience under this Section, Client will pay Alight for the Services performed in accordance with the terms and conditions of this Agreement and any Order Form up to and through the date of termination plus the pro rata amount of implementation costs. The pro rata



amount of implementation costs is determined by multiplying total implementation costs by the percentage of the remaining Agreement term. Total implementation costs = \$140,200; remaining agreement term when terminated 66.7% (terminated after first year of three-year term); recoverable implementation costs = \$93,513; remaining agreement term when terminated 33.3% (terminated after second year of three year term); recoverable implementation costs = \$46,687. For purposes of this clause, "implementation costs" means, if applicable, Alight's incurred implementation costs to provide the Services.

8.4. Cure Period. If a breach cannot reasonably be cured within the cure period set forth in Section 6.3 of the Services Agreement (Termination for Cause) and the breaching party promptly commences diligent efforts to cure such breach, then such cure period shall continue as long as such diligent efforts to cure continue, but not beyond the date that is 90 days after the delivery of the applicable breach notice.

8.5. Termination Assistance. Alight shall, prior to the termination or expiration of this Order Form, perform the termination assistance services set forth in the **Termination Assistance Services Schedule** attached hereto and incorporated herein so long as such termination or expiration is not due to Client non-payment, and Client shall pay Alight the fees (if any) associated with such termination assistance services set forth therein or in the Fee Schedule. Any additional termination assistance services shall be mutually agreed by the Parties in accordance with the Change Order procedures.

Section 9. Service Level Agreements. The service level agreements applicable to the Services to be provided by Alight under this Order Form are set forth in the **SLA Schedule** attached hereto and incorporated herein.

Section 10. Additional Terms.

10.1. Re-performance of Services. If Alight's performance of the Services does not comply in any material respect with the terms hereof, Alight shall, upon Client's written request, re-perform such Services at its own expense to the extent such re-performance is reasonably necessary and practical under the circumstances.

10.2. Changes in Law. If a change in the Services is required for either of the Parties to comply with applicable law, the Parties shall cooperate in good faith to implement any such change in accordance with the Change Order procedures. Changes to Alight's base system documentation and base system software resulting from changes in law applicable to Client's business and operations will be considered as within the scope of Services to the extent such changes apply generally to the services provided by Alight to its other similarly situated clients uniformly and without customization. To the extent any such change requires customization at the client level (e.g., based on interpretation, specific design, transition rules, previous customizations and similar administrative characteristics), such customization will be made in accordance with the Change Order procedures and may result in additional implementation or ongoing fees (as mutually agreed upon by the Parties). Alight shall be responsible for all costs and expenses associated with any change in the Services that is required for Alight to comply with any laws applicable to Alight's business and operations.

10.3. Audit Rights. During the Term, Client may, at its own expense and upon reasonable advance notice to Alight, audit Alight's books, records and other documents to the extent necessary to verify Alight's compliance with the terms of this Agreement (including the accuracy of any invoices delivered by Alight); provided that Client may not exercise its audit rights hereunder more than one time in any calendar year (unless otherwise required in connection with any audit initiated by a governmental entity having jurisdiction over Client). Each such audit shall occur during normal business hours and shall not unreasonably interfere with Alight's normal business operations, and Alight shall not be required to disclose or otherwise provide



access to any information the disclosure of which would cause Alight to violate any confidentiality obligation or applicable law. Client may engage a third party to conduct any such audit so long as such third party is not a competitor of Alight and enters into a confidentiality agreement with Alight that is consistent in all material respects with Client’s confidentiality obligations to Alight hereunder. Except as otherwise provided in the Fee Schedule, any Alight work to support Client’s audit rights shall be provided on a time and materials basis.

10.4. Plan Fiduciary. Alight shall not be a fiduciary or plan administrator within the meaning of any applicable law with respect to any Client policies, procedures or plans. Alight shall not have any discretion with respect to the management or administration of any Client policies, procedures or plans or any control or authority with respect to any Client plan assets.

* * * * *

IN WITNESS WHEREOF, the Parties have caused this Order Form to be duly executed as of the Effective Date:

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Daniel J. Quinn

Its: VP, Sales Operations

APPROVED AS TO FORM:

By: _____
City Attorney *PEL*

ATTEST:

By: _____
City Clerk



Service Schedule

Subscription Services: Alight WorkLife Portal/App

Section 1. Introduction. This Service Schedule is subject to the terms and conditions contained in the Statement of Work to which it is attached and describes the processes, responsibilities, assumptions, and deliverables in connection with the provision of ongoing Alight Worklife Portal/App Services to Client.

Section 2. Alight WorkLife Portal/App Service Description and Responsibility Matrix.

2.1. The table below sets forth the applicable tasks and the responsible Party. Alight is not responsible for any services, tasks, or functions not described and included in the Alight responsibilities below.

2.2. Any country variance information not called out in this Service Schedule which is required to administer the Services shall be documented and provided in the Business Requirements Documents. All work associated with rationalization of policy differences or any other standardization items not specifically set forth herein shall be subject to the Change Order process.

Legend: Client = Client responsibility Alight = Alight responsibility N/A = Not Applicable		
Line Item #	Description	Responsible
Common functionality		
1.	iOS and Android apps	Alight
2.	Web portal with responsive design	Alight
3.	App and portal provided in standard design framework to Alight client base (enable continuous enhancements) - configured for Client plans and branded with one version of Client logo.	Alight
4.	Provide Portal branding and configuration decisions	Client
5.	App and web portal are available 24 hours a day, 7 days a week, excluding regularly scheduled maintenance windows	Alight
6.	"Lisa," 24/7 AI virtual assistant (Alight standard content and ongoing enhancements)	Alight
7.	Hosting of client-provided service specific benefit content (e.g., SPDs, Summary of Benefits and Coverage and communication materials) in Alight standard design framework	Alight
8.	Search content on the Alight portal	Alight
9.	Secure mailbox	Alight
10.	Provide non-SSO links to Client or third-party applications	Alight
11.	Administer configuration and content changes within the portal and app	Alight
12.	Provide and validate Client or third-party website or application URLs to Alight	Client
13.	Provide the Portal and app in English and Spanish language	Alight
14.	Support ability to display or hide delivered Portal components based upon available data elements for a specific employee	Alight
Authentication		
15.	Support Client participant access to Portal via single sign on (SSO), using SAML 2.0 or mutually agreed upon technology	Alight

**Legend:**

Client = Client responsibility

Alight = Alight responsibility

N/A = Not Applicable

Line Item #	Description	Responsible
16.	Provide SSO, using SAML 2.0 or mutually agreed upon technology, authentication across all channels for Client employees, and pass assertion to Alight for portal access	Client
17.	User-defined ID, password and security questions (if participant is not using SSO); device registration	Alight
18.	Biometric authentication via mobile device – utilized for mobile app and web portal	Alight
19.	One-time codes (via text or phone call) for forgotten passwords	Alight
20.	Provide outbound single sign-on links to client partners, using SAML 2.0 or mutually agreed upon technology, where Alight has established connection, plus up to 2 additional links	Alight
Employer Portal – integrated with Alight WorkLife Portal		
21.	Identify users to be provided with access to Employer Portal	Client
22.	Client self-publishing: Update content (e.g., upload documents) and create general and targeted messages and journeys.	Client
23.	Analytics dashboards – customer interactions, annual enrollment, plans and demographics	Alight
24.	Ad-hoc reporting	Alight
25.	View a participant's website in inquiry mode	Alight
26.	Manager self-service (view detailed participant account information and perform transactions)	Alight
Health & Welfare		
27.	Enrollment support (newly eligible, life events, status changes, annual enrollment) and confirmations	Alight
28.	Decision support: - Health plan comparisons (side-by-side view of plan design) - Medical Expense Estimator – modeling of total out-of-pocket cost based on anticipated need and geographically adjusted average health costs. - Plan recommendations - Provider search – search for in-network providers in Client plans	Alight
29.	Display FSA/HSA, 457(b)(k) balances, bi-weekly, with link to administrator	Alight
30.	Coverage inquiry, beneficiary updates, direct billing inquiry, direct debit updates	Alight

* * * * *



Service Schedule
Professional Services: Implementation

Section 1. Introduction. This Service Schedule is subject to the terms and conditions contained in the Statement of Work to which it is attached and describes the processes, responsibilities, assumptions, and deliverables in connection with the provision of implementation Services to Client.

Section 2. Alight Implementation Service Description and Responsibility Matrix.

2.1. The table below sets forth the applicable tasks and the responsible Party. Alight is not responsible for any services, tasks, or functions not described and included in the Alight responsibilities below.

2.2. Any country variance information not called out in this Service Schedule which is required to administer the Services shall be documented and provided in the Business Requirements Documents. All work associated with rationalization of policy differences or any other standardization items not specifically set forth herein shall be subject to the Change Order process.

Legend: Client = Client responsibility Alight = Alight responsibility N/A = Not Applicable		
Line Item #	Description	Responsible
US Conversion and Transition		
1.	Perform implementation Services in accordance with the terms of the Statement of Work and the Live Dates set forth in Fee Schedule.	Alight
2.	Affordable Care Act solutions – transition approach Employer Mandate “look back” administration - Alight implements ongoing ACA hours data feed from Client HCM/Payroll prior to Fall 2024 annual enrollment Live Date - Alight performs the Standard Measurement Period evaluation (determining FTE status and eligibility for Fall 2024 annual enrollment (1/1 coverage) - Alight converts in-process Initial Measurement and Stability period (those that extend past 1/1/24) and accrued hours and administers these periods on the Alight system. Affordable Care Act Section 6055/6056 reporting solution Live Date for the 2024 calendar year (Form 1095-Cs generated in January 2025 for 2024).	Alight
3.	The following data will be converted: - Snapshot of current H&W elections, covered dependents and beneficiaries - Election history (if applicable) – archive for future reference - COBRA enrollee data, including data on individuals who have experienced a qualifying event but have not yet enrolled in COBRA coverage Note that a “fresh start” approach will be utilized related to direct billing (no conversion of credits, payments, direct debit information or amounts owed).	Alight

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Service Schedule
Professional Services: Health & Welfare Services

Section 1. Introduction. This Service Schedule is subject to the terms and conditions contained in the Statement of Work to which it is attached and describes the processes, responsibilities, assumptions, and deliverables in connection with the provision of ongoing health & welfare Services to Client.

Section 2. Health & Welfare Service Description and Responsibility Matrix.

2.1. The table below sets forth the applicable tasks and the responsible Party. Alight is not responsible for any services, tasks, or functions not described and included in the Alight responsibilities below. The hours of operation for the health & welfare Services are defined as Alight's standard office hours in the delivery location. Local holiday calendar(s) will be communicated by Alight to Client annually as defined in the Business Requirements Document. In connection with the Services, Alight may implement quality improvements or increase efficiency using automation tools and analytics. Unless otherwise noted all Services will be delivered in English.

2.2. Any variance information not called out in this Service Schedule which is required to administer the Services shall be documented and provided in the Business Requirements Documents. All work associated with rationalization of policy differences or any other standardization items not specifically set forth herein shall be subject to the Change Order process.

Legend: Client = Client responsibility Alight = Alight responsibility N/A = Not Applicable		
Line Item #	Description	Responsible
Covered Populations		
1.	Provide administration for the following US benefits eligible populations, and their benefits-eligible dependents: • Full-time employees • Appointed employees • Part-time employees • Temporary employees • Employees on leave of absence • Disabled employees • Retirees and survivors • COBRA	Alight
Plans		
2.	Active employees: provide full administration (e.g., enrollment, reporting to carriers/third-party administrators, premium reporting and payroll deduction reporting) for the following plans: • Medical • Dental • Vision • Health Savings Account • Health Care and Dependent Care Flexible Spending Account	Alight

**Legend:**

Client = Client responsibility

Alight = Alight responsibility

N/A = Not Applicable

Line Item #	Description	Responsible
	- Basic and supplemental employee life insurance - Dependent life insurance - Employee basic and supplemental AD&D - Dependent AD&D - Deferred Compensation – 457(b)	
3.	Retirees: provide full administration (e.g., enrollment, reporting to carriers/third-party administrators, premium reporting and pension payroll deduction reporting/direct billing) for the following plans: - Medical. The “split family” approach is utilized if Medicare plans (e.g., Medicare Advantage) are offered. This enables Medicare and non-Medicare eligible members of the same family to be enrolled in different plans. - Dental - Vision - Life insurance	Alight
4.	Facilitate access to the following plans (e.g., provide demographic data to carrier and single sign-on link but do not coordinate enrollment, premium calculation or payroll reporting):	Alight
Eligibility and Service		
5.	Provide adjusted service date that Alight will use for service-related calculations	Client
6.	Determine benefits eligibility based on data elements received via HCM integration and apply rules related to waiting period and benefit start date (e.g., 1 st of month following hire date)	Alight
Annual Enrollment		
7.	Planning and project management	Alight
8.	Update configuration for existing plan options and rate structures: - Contributions, premiums, premium equivalents and ASO fees - ZIP Code service areas - FSA and HSA maximums - Part D creditable coverage status (received from Client) - Post SPDs, Summary of Benefits and Coverage (SBC), and communication material received from client.	Alight
9.	Testing with carriers, third parties and payroll	Alight
10.	Annual enrollment notification and reminder emails including print (Alight standard)	Alight
11.	Assign default coverage to those who do not enroll	Alight
12.	Provide confirmation email notice including print (Alight standard)	Alight
13.	Provide annual enrollment analytics and debrief	Alight
Ongoing Events		
Comprehensive support: notification (Alight standard notices), enrollment/default coverage, adjustments to coverage, payroll or direct billing updates, and eligibility/premium reporting		

**Legend:**

Client = Client responsibility

Alight = Alight responsibility

N/A = Not Applicable

Line Item #	Description	Responsible
Assumes uniform plan rules (e.g., allowable changes for life events) across all populations		
14.	Newly eligible employee: email notification of enrollment opportunity; enrollment/default coverage assignment, and confirmation email	Alight
15.	Life events (e.g., marriage): participant initiates, with permissible changes based on type of event. Provide confirmation email.	Alight
16.	Status changes (e.g., move to unpaid leave, retirement): Terminate coverage that is no longer available and assign coverage (or offer enrollment) for plans becoming available. Initiate direct billing or payroll deduction updates. Provide confirmation email.	Alight
17.	Evidence of Insurability (EOI): Assign highest level of coverage allowable without EOI and pend additional coverage while awaiting EOI. Link participant to carrier EOI site or trigger carrier provisioning of EOI form. Adjust coverage and deductions based on EOI approval and provide confirmation email.	Alight
18.	Change of address (e.g., move out of medical service area): Email notification of enrollment opportunity (choose new medical plan).	Alight
19.	Pay change: Recalculate coverage/deductions (e.g., life insurance) as applicable. Provide confirmation email.	Alight
20.	Dependent loss of eligibility (e.g., turning age 26): Terminate coverage and trigger COBRA.	Alight
21.	Attainment of Medicare eligibility (based on age of retiree and dependents): Offer enrollment for new plans, provide Notice of Creditable Coverage, and send enrollment notification. For active employees attaining Medicare eligibility (based on age of employee and dependents): provide Notice of Creditable Coverage.	Alight
22.	Age-related events (e.g., life insurance coverage reduction): Adjust coverage and deductions and provide email confirmation	Alight
23.	Apply waiver of premium rules based on notification from disability carrier or Client	Alight
24.	Beneficiary designation via web or customer care representative. Track approved absolute assignments received from carrier.	Alight
25.	Death: Receive notification of active employee death via HCM integration and receive notification of retiree or dependent death from survivors. Terminate coverage, notify insurance carrier of current coverage and beneficiaries and trigger COBRA/survivor coverage as applicable. Carriers coordinate collection of death certificate and claim process.	Alight
26.	Participant updates to preferred contact information (e.g., personal email, mobile number, opt-in to text message updates)	Alight
27.	Returned mail: Alight will use client's address as return address for any paper materials mailed to participants. Client is responsible for distributing returned mail to participants.	Alight
COBRA Administration		
28.	Comprehensive COBRA administration, including initial rights notification for new hires, qualifying event identification and personalized print notices (Alight standard): COBRA Rights, enrollment, confirmation and denial.	Alight

**Legend:**

Client = Client responsibility

Alight = Alight responsibility

N/A = Not Applicable

Line Item #	Description	Responsible
29.	Provide subsidy end date for participants eligible for subsidized COBRA due to severance	Client
30.	Apply subsidized COBRA rates for individuals on severance. COBRA can run concurrent with or consecutive to the severance period.	Alight
Direct Billing – COBRA Enrollees, Employees on Unpaid Leave, and Retirees/Survivors		
31.	Monthly personalized print billing notices (Alight standard)	Alight
32.	Payment via check, bill-pay service, or direct-debit. Credit card payment support is available via a surcharge approach (charged to participants for each payment) in states that permit use of surcharges.	Alight
33.	Deluxe lock box (Citibank account owned by Alight); monthly ACH transfer of funds to client-owned account.	Alight
34.	Delinquency management – terminate all coverage due to non-payment after 31-day grace period	Alight
35.	Special COBRA processing: imaging of postmark, 45-day initial payment period, additional grace period if short by “insignificant amount”	Alight
36.	Comprehensive reporting: payments received, payment allocation, delinquency, and drop coverage	Alight
HCM/Payroll Integration		
37.	Provide one ongoing HCM data integration to Alight (up to daily frequency - weekdays)	Client
38.	Calculate deductions and imputed income for plans administered by Alight	Alight
39.	Provide one ongoing deduction/imputed income file to active employee payroll. Frequency matched up to pay cycles. - Calculate retroactive deduction adjustments based on full-pay periods only “Closed loop” payroll (e.g., adjustments based on comparison of actual vs. expected deductions) is not included.	Alight
40.	Manage deduction arrears (e.g., where full deduction cannot be taken)	Client
41.	Provide monthly deduction file to pension payroll (if applicable)	Alight
42.	Provide end-of-year retiree and unpaid LOA imputed income file to Client or pension payroll (if applicable)	Alight
Carrier Eligibility and Benefit Financial Reporting (Plans Administered by Alight)		
43.	Eligibility reporting to carriers (minimum of weekly frequency) in Alight format	Alight
44.	Calculate monthly premiums and ASO fees (including 60-day retroactive adjustments) using the “15 th of the month” rule. Self-billing approach – Alight provides monthly premium/ASO fee reports to client.	Alight
45.	Client pays premium/ASO fees to each carrier based on Alight reports	Client
46.	Provide health plans with quarterly “snapshot” full-files for comparison between carrier and Alight systems. Alight works with the carriers to research and resolve any discrepancies	Alight
Client Support		

**Legend:**

Client = Client responsibility

Alight = Alight responsibility

N/A = Not Applicable

Line Item #	Description	Responsible
47.	Quarterly stewardship meetings and ongoing operational meetings. Updates on trends, strategies, solutions and regulatory developments.	Alight
48.	Cloud requirements solution – end-to-end management, including reviews, sign-off, traceability and version control	Alight
49.	Employer Portal (refer to the Alight WorkLife Portal/App Service Schedule): ad-hoc reporting, analytics dashboards, access to case management, collaboration space, and access to participant information.	Alight
Affordable Care Act (ACA) – Employer Mandate		
50.	Provide ACA creditable hours for measurement of full-time employee status. This includes equivalent hours for salaried employees as well as periods of unpaid leave.	Client
51.	“Look back” method administration for participants administered by Alight: roll-up of hours provided by Client, initial and standard measurement period tracking and evaluation (determine if FTE), and initial and standard stability period tracking (lock-in eligibility for those deemed FTEs). Alight standard approach – refer to Employer Mandate solution overview for details	Alight
52.	Coordinate offer of coverage to those deemed FTEs as a result of measurement period (provide enrollment opportunity)	Alight
53.	Terminate coverage and initiate COBRA notification for those reaching end of stability period (if not otherwise eligible for coverage and if losing FTE status).	Alight
54.	Provide standard monthly dashboard report that provides visibility into populations gaining/losing FTE status	Alight
Affordable Care Act – Section 6055/6056 Reporting		
55.	Create, distribute and host Form 1095-C for populations administered by Alight	Alight
56.	Perform IRS filing of Form 1094-C along with 1095-C data	Alight
57.	Perform state filings, assuming that Federal 1095-C data is utilized	Alight
58.	Support reprint requests and Form/filing updates due to “data corrections”	Alight
59.	Review and respond to Marketplace notifications and IRS penalty notifications	Client
60.	Approach for final year of contract agreement: Alight provides Client’s new ACA administrator with an end-of-year data file that contains information on offer of coverage, lowest cost medical option, and medical enrollment (including dependent data). The new administrator coordinates derivation of IRS codes and production of Form 1095-C and IRS/state filings.	Alight
Compliance		
61.	Provide updates on federal and key state developments for benefits, ACA, and COBRA	Alight
62.	Alight system updates for federal regulatory updates – modifications that can be broadly deployed across clients, which have limited client-specific customization, and which do not have a material impact on scope of Services or customer care Services.	Alight

**Legend:**

Client = Client responsibility

Alight = Alight responsibility

N/A = Not Applicable

Line Item #	Description	Responsible
63.	Provide direction on compliance approach (e.g., fiduciary responsibility; interpretation of state law)	Client
64.	Solicit (initial enrollment and annually) for missing dependent Social Security Numbers or Tax Identification Numbers for self-insured plans.	Alight
65.	ACA: Hosting of Summary of Benefits and Coverage (provided by Client) and provide notice of availability	Alight
66.	ACA: Produce print Notice of Health Care Exchange Options (Alight standard)	Alight
67.	ACA: Calculation of health care cost and production of annual payroll file for posting on Form W-2.	Alight
68.	ACA: Provide headcounts for Patient Centered Outcomes Research Institute (PCORI) filing	Alight
69.	Provide counts for Form 5500	Alight
70.	Produce and file Form 5500	Client
71.	Review requests for Power of Attorney or Legal Guardian access to participant accounts and provide information on authorized parties to Alight.	Client
72.	Review, approve and respond to Qualified Medical Child Support Orders (QMCSO), National Medical Support Noticed (NMSN) and requests from state agencies. Provide Alight with approved QMCSOs.	Client
73.	Process and track approved QMCSOs (e.g., add dependent to coverage, track separate dependent address)	Alight
74.	Evaluate eligibility claims and appeals, coordinate response to participants and provide Alight with direction on coverage updates.	Client
75.	Perform annual preliminary Section 129 non-discrimination testing of the Dependent Care Flexible Spending Account using data on the Alight system. Reduce contributions for highly-compensated employees, as directed by client.	Alight
76.	Perform final Section 129 non-discrimination test	Client
77.	HIPAA notice: - Provide Privacy Notice (Alight standard cover letter with Client-provided privacy notice) - Response to requests to amend, restrict or account for disclosure of Protected Health Information.	Alight
78.	Produce Medicare Part D creditable coverage notice (Alight standard print notice)	Alight
79.	Produce Medicaid Notice (Alight standard print notice)	Alight
80.	San Francisco Health Care Security Ordinance - Identify employees who have opted out of medical coverage, provide voluntary waiver form and collect/retain completed forms - Provide Client with headcount and enrollment data	Alight
81.	San Francisco Health Care Security Ordinance: coordinate filings with San Francisco	Client
82.	Hawaii HC-5 Form opt out process	Alight
Conversion and Transition		
83.	Live Date 04/1/2024 ongoing administration.	Alight



Legend: Client = Client responsibility Alight = Alight responsibility N/A = Not Applicable		
Line Item #	Description	Responsible
84.	Affordable Care Act solutions – transition approach Employer Mandate “look back” administration • Alight implements ongoing ACA hours data feed from Client HCM/Payroll prior to Fall 2024 annual enrollment Live Date • Alight performs the Standard Measurement Period evaluation (determining FTE status and eligibility for Fall 2024 annual enrollment (1/1 coverage) • Alight converts in-process Initial Measurement and Stability period (those that extend past 1/1/2024) and accrued hours and administers these periods on the Alight system. Affordable Care Act Section 6055/6056 reporting solution Live Date for the 2024 calendar year (Form 1095-Cs generated in January 2025 for 2024).	Alight
85.	The following data will be converted (via data file) from the prior H&W administrator: • Snapshot of current H&W elections, covered dependents and beneficiaries • Retiree demographic data • Election history (if applicable) – archive for future reference • COBRA enrollee data, including data on individuals who have experienced a qualifying event but have not yet enrolled in COBRA coverage Note that a “fresh start” approach will be utilized related to direct billing (no conversion of credits, payments, direct debit information or amounts owed).	Alight

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Service Schedule

Professional Services: Customer Care Services

Section 16. Introduction. This Service Schedule is subject to the terms and conditions contained in the SOW to which it is attached and describes the processes, responsibilities, assumptions, and deliverables in connection with the provision of ongoing customer care Services to Client.

Section 17. Customer Care Service Particulars. Table 1 describes the scope, assumptions, dependencies, and other particulars of the customer care Services that are included in the Recurring Fees. Changes will be managed through Change Order process.

Table 1						
In-Scope Country	Covered Populations	Baseline Volume	Primary Delivery Locations ¹	Language ²	Channels/Tools ³	Hours/Days of Operation ⁴
United States	See Line Item #2	2,550	North America India Philippines	English and Spanish	Voice Online case Appointments (for annual enrolment or specific events as agreed) Web chat	9 hour window between 6:00 am and 6:00 pm MST

¹ The specific Services delivered from any of these delivery locations are at the discretion of Alight.

² Alight supports additional languages through translation service subject to the terms of the Fee Schedule.

³ Automated tools will be available 24x7 excluding scheduled maintenance or as outlined above.

⁴ Days of operation exclude local Alight standard holidays, to be communicated to Client annually as defined in the Business Requirements Document.

Section 18. Customer Care Service Description and Responsibility Matrix.

18.1. Table 2 sets forth the applicable tasks and the responsible Party. Alight is not responsible for any services, tasks or functions not described and included in the Alight responsibilities below. In connection with the Services, Alight may implement quality improvements or increase efficiency using automation tools and analytics.. Unless otherwise noted, all Services will be delivered in English.

Table 2		
Legend: Client = Client responsibility Alight = Alight responsibility N/A = Not Applicable		
Line item #	Description	Responsible
1.	Provide customer care representative Services for: – Navigational and process assistance via the channels designated in Table 1 above for the following support areas [on Cloud System]: Health Benefits	Alight



Line item #	Description	Responsible
2.	Customer care covered populations include: – Active employees – Employees on leave – Terminated employees – Retirees – Survivors/Beneficiaries – Dependents For terminated employees and retirees, requests on historical information will only be supported as of the Live Date of Alight services. Events in transition will be set forth in the Business Requirements Document.	Alight
3.	Receive and respond to customer interactions in a designated team environment using Alight customer service toolset and the channels listed in Table 1. Alight will implement and maintain the customer service support tools.	Alight
4.	Staff customer care representatives according to Alight forecasting process, including historical trends for standard Alight clients and inputs provided by Client, if available.	Alight
5.	Provide advance notification to your Alight client manager, when feasible, of changes in Client-owned systems, business, programs, HR, benefits and company policies, communications, or other activities that may affect customer care volumes. Specifically, any communications impacting customer care that are sent to the employee/manager population will be provided to customer care prior to distribution to employees.	Client
Call Routing Services		
6.	Provide a Client-specific main toll-free phone number for U.S. and Canada and a toll solution for international callers.	Alight
7.	Provide skill-based call prompter system with the ability to transfer callers to Client or other third parties; includes ability to use broadcast messages.	Alight
8.	Provide Client and third-party phone numbers for call prompter routing	Client
9.	U.S. and Canada only -- Provide toll fax number	Alight
Identification and Authentication		
10.	Implement Alight approach to customer identification and authentication, as set forth in the Business Requirements Document.	Alight
Hearing Impaired Services		
11.	Provide support for hearing impaired customers using TTY/relay or equivalent service.	Alight
Visual Impaired Services		
12.	Provide support for visually impaired customers consistent with all other customers.	Alight
Customer Care Training		
13.	Design, develop and deliver training initially and ongoing to customer care representatives on in-scope Services and Client culture.	Alight
14.	Provide all required information and documentation to enable Alight to develop and deliver this training; participate in optional Client culture training for customer care staff.	Client
Customer Care Quality		
15.	Provide ongoing quality monitoring and evaluation of customer care representatives as part of the performance management process.	Alight
Interaction Handling		
16.	Track all interactions by topic.	Alight
17.	Record all inbound and outbound customer care representative calls and retain call recordings for 24 months.	Alight



Line item #	Description	Responsible
18.	Retain web chat transcripts for 24 months.	Alight
19.	Provide electronic copies of recorded calls [for centers where call recording is in place] to designated Client contacts upon request, for escalations and dispute resolution.	Alight
Case Management		
20.	Provide Alight-owned case management system that maintains all follow-up documentation from interactions and includes ability to route cases, attach correspondence, and provide reporting capabilities. Provide appropriate user access.	Alight
21.	Allow employees to initiate cases via the case management system accessible via [Portal/Client Owned System]	Alight
22.	Establish electronic case for each interaction that requires follow-up within Alight, third parties and/or Client.	Alight
23.	Route cases to Client via case management for resolution per criteria and process as set forth in the Business Requirements Document.	Alight
24.	Use case management to initiate and respond to escalated interactions requiring Client input based on workgroups and assignees defined in the Business Requirements Document.	Client
25.	Track all cases until resolved and closed using case management system.	Alight
26.	When a case is created and closed, notify the customer initiating the request via the appropriate channel.	Alight
Correspondence and Documentation		
27.	Mailing address will be provided as needed.	Alight
Referrals and Transfers		
28.	Provide Client and third-party contact information (phone numbers, URL's and/or email addresses, as applicable).	Client
29.	Coordinate referrals to Client and third parties as outlined in the Business Requirements Document.	Alight
U.S. Legal Document		
30.	Review and approve legal documents as set forth in the Business Requirements Document, such as power of attorney, legal guardianship, representatives of the estate, and subpoenas.	Client
31.	Provide available information to Client to complete legal document requests as set forth in the Business Requirements Document	Alight
Plan Sponsor Support		
32.	Provide analytics and reports, in standard Alight format, that include: – Quarterly stewardship meetings and ongoing operational meetings. Updates on trends, strategies, solutions, and regulatory developments. – Monthly and quarterly summary interaction and analytics data (topics and volumes). – Service levels (as defined in the SLA Schedule).	Alight
Customer Satisfaction Survey		
33.	Perform employee customer satisfaction survey according to Alight's standard online survey methodology and questionnaire.	Alight

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Service Schedule
Professional Services: Smart-Choice Accounts

Section 1. Introduction. This Service Schedule describes the processes, responsibilities, assumptions, and deliverables in connection with the provision of ongoing Smart-Choice Accounts Services to Client.

Section 2. Service Description and Responsibility Matrix.

2.1. The table below sets forth the applicable tasks and the responsible Party. Alight is not responsible for any services, tasks, or functions not described and included in the Alight responsibilities below. Unless otherwise noted, the hours of operation for the Services are defined as Alight's standard office hours in the delivery location. In connection with the Services, Alight may implement quality improvements or increase efficiency using automation tools and analytics. Unless otherwise noted, all Services will be delivered in English.

2.2. Any variance information not called out in this Service Schedule which is required to administer the Services shall be documented and provided in the Business Requirements Documents. All work associated with rationalization of policy differences or any other standardization items not specifically set forth in the Agreement shall be subject to the Change Order process.

Legend: Client = Client responsibility Alight = Alight responsibility N/A = Not Applicable		
Line Item #	Description	Responsible
Data and Payroll Processing		
1.	Receive/load a single participant's conversion, eligibility and payroll data (as applicable by plan)	Alight
2.	Convert in account balances from prior administrator (as needed)	Alight
3.	Track employee/employer contributions to goal amounts based on plan design and IRS limits (as applicable by plan)	Alight
4.	Conversion, eligibility and payroll data (as applicable by plan) provided in Alight standard format through a single electronic file transfer (no duplication of data feeds if already provided for other Alight services)	Client
5.	Set up, test and send a single HRIS/census file to Alight (no duplication of data feeds if already provided for other Alight services)	Client
Implementation/Account Management		
6.	Responsible for implementation activities including agendas, documenting Business Requirements Document, website development, risk mitigation and overall project plan	Alight
7.	Implement and manage all plans based on final Business Requirements Document	Alight
8.	Review/Sign-off of Business Requirements Document by mutually agreed upon deadline	Client
9.	Assign client manager to receive any Client directions and address any operational issues that may arise from time to time in connection with the Services	Alight

**Legend:**

Client = Client responsibility

Alight = Alight responsibility

N/A = Not Applicable

Line Item #	Description	Responsible
10.	Provide case management for events that require follow-up	Alight
11.	Implement ongoing plan changes leveraging the Change Order process	Alight/Client
Reporting Administrator Tool		
12.	Provide employer portal to access data analytics, view-only participant account information, monthly or ad hoc activity reports	Alight
13.	Provide training to key Client reporting contacts	Alight
Participant Portal		
14.	Provide a participant portal with the following functionality (as applicable based on account type): • account balances and other information, including claim status, transaction details and account history • alerts and message center • educational materials such as eligible expense list, plan descriptions, FAQs, and videos • ability to submit claims, save receipts for future use, sign-up for text alerts, manage direct deposit, order additional debit card, conduct investment transactions, print statements, and access tax forms	Alight
15.	Portal is provided in English (website is compatible with on-line translation apps if foreign language needed)	Alight
16.	Provide participant portal via mobile app or website with mobile responsive design for Android and iPhone devices	Alight
17.	Support participant access to website via Alight Worklife platform	Alight
18.	Portal is available 24/7, except for short periods of down time for routine maintenance	Alight
Customer Care		
19.	Provide Client specific phone number (or a prompt on Alight customer care phone line provided for other Alight services where applicable)	Alight
20.	Provide Customer care support Monday – Friday from 6:00 a.m. – 6:00 p.m. MST year-round except for Alight observed holidays. Support provided by Customer care includes navigational assistance, inquiry/issue resolution support, and website/mobile app navigation assistance	Alight
21.	Identify and authenticate employees according to Alight's customer identity management policy and procedures, as reviewed and approved by Client	Alight
22.	Design, develop and deliver training initially and ongoing to customer care representatives on: – Client programs, transaction policies, and procedures – Customer care tools and Client applications – Client culture	Alight

**Legend:**

Client = Client responsibility

Alight = Alight responsibility

N/A = Not Applicable

Line Item #	Description	Responsible
23.	Provide all required information and documentation to enable Alight to develop and deliver this training; optional participation in Client culture training for customer care staff	Client
24.	Conduct standard cross client customer satisfaction survey driven by calls to the center	Alight
25.	Customer care provides support in English; access to translation services available as needed	Alight
26.	Provide support for hearing impaired customers through industry-standard relay service	Alight
Claims and Settlement Processing		
27.	Process claims daily via debit card, online submission, paper form (faxed/mailed), or via mobile/tablet (as applicable based on account type and plan design)	Alight
28.	Reimbursement available via carrier files (if applicable, based on account type, plan design and availability of carrier files) and/or carrier files being used to substantiate debit card transactions	Alight
29.	Non-debit card claims are reimbursed via direct deposit, check (no check minimum) or payroll (as applicable based on account type and plan design)	Alight
30.	Credit Client's settlement account with uncashed checks post expiration period	Alight
31.	Perform research and claim adjustment requests due to an appeal decision will be made within 12 months from plan year close; or calendar year, depending on plan type	Alight
32.	Maintain claims history visible on the website for 3 active plan year years and then archived offline and available for a period of 7 years	Alight
33.	Claims must be presented in English and US currency	Alight
34.	For non-payroll claim reimbursements (if applicable based on account type and plan design), request claim funding based on Client's settlement choice: - ACH draw-down: Alight submits ACH debits and credits for daily settlement requests from Client's account daily (an imprest balance of 2% of the total goal amount is required for debit card transactions); or - Prefunding: Client prefunds 5% of total participant elections into an external account (daily or weekly)	Alight
35.	For non-payroll claim reimbursements (if applicable based on account type and plan design), timely claim funding based on Client's settlement choice (it being understood that Alight will have no responsibility to fund any claims out of its own assets)	Client
Communications		
36.	Provide standard written materials which includes educational materials, on-line videos, and FAQs	Alight

**Legend:**

Client = Client responsibility

Alight = Alight responsibility

N/A = Not Applicable

Line Item #	Description	Responsible
37.	Ongoing, send system generated communications relevant by plan type	Alight
38.	Provide employees selection options on how notifications will be delivered (i.e. mobile, email, or both)	Alight
39.	Communications are provided in English	Alight
Compliance		
40.	Consult with Client and update administration processes based on Client direction in response to major federal legislative and regulatory changes impacting current reimbursement account administration practices	Alight
41.	Provide standard reimbursement account information required for Form 5500 creation (if applicable based on account type)	Alight
42.	Provide HIPAA Detailed Coverage Notice upon request (if applicable based on account type)	Alight
43.	Provide Client with tool access to run one preliminary Section 129 testing report following annual enrollment (55% average benefits test) (if applicable based on account type)	Alight
44.	Responds to survey for preliminary base-line discrimination test (if applicable based on account type)	Client
45.	Determines action steps based on discrimination test results (if applicable based on account type)	Client
46.	Adjust coverage on Alight reimbursement account system as directed by Client based on nondiscrimination testing results (if applicable based on account type)	Alight
47.	Provide level one non-fiduciary claim appeals processing (FSA and HRA Plans only) - Generate claim review form for all plans covered under the ERISA appeals guidance with instructions on documentation requirements and mailing address to Alight's claims and appeals management team (CAM) - CAM provides independent determination (level 1 claim) based on Client requirements - Provides Client with level one claim details/documentation if level two appeals is initiated - Alight adjusts claim(s) based on claim outcome (if applicable)	Alight
48.	Fiduciary / level two claim appeals processing	Client
49.	Responsible for filing any necessary reporting on state/city mandates that detail the Client offering, enrollment, and participation (if applicable)	Client
Debit Card (FSA Plans only)		

**Legend:**

Client = Client responsibility

Alight = Alight responsibility

N/A = Not Applicable

Line Item #	Description	Responsible
50.	Provide debit card with merchant code restrictions based on each plan's eligible expense list. Debit card has standard design with Alight's logo, account number, participant's name, Client name and expiration date. Employees are mailed one debit card (valid for 5 years) with user agreement and additional disclosures and can request up to 5 additional cards for eligible dependents at no additional fee	Alight
51.	Provide a one card solution with multiple purses for clients offering multiple carded accounts	Alight
52.	Auto-substantiation for Health Care FSA/HRA card claims occurs automatically through IIAS-certified merchants, copay matching, recurring expenses, select preapproved merchants and carrier files	Alight
53.	Alight requests paper documentation to substantiate any claim not automatically validated	Alight
54.	Update debit card transactions to an outstanding balance status if participants fail to provide documentation by communicated deadline	Alight
55.	Recover overpayments resulting from non-substantiated claims from future approved claims or via check repayment and credit Client's account monthly with recovered funds	Alight
56.	Manage process for reporting and investigating fraud – lost/stolen cards are reissued with new account number	Alight
57.	Provide Client with overpayment reports monthly	Alight
Flexible Spending Account Administration		
58.	Provide reimbursement account administration services for health, limited use, and dependent care FSAs	Alight
59.	Client chooses debit card, auto-reimbursement (EOB rollover), choice model (card or EOB rollover preference at the participant level with default). All models include manual submission of claims	Client
60.	Administer grace period and/or carryover provision (if applicable)	Alight
61.	Apply standard run-out period to file claims for prior plan year uniformly for all accounts	Alight
62.	Deliver year-end reports including forfeitures and remaining overpayments 45 days after end of run-out period	Alight

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Fee Schedule

Section 1. Subscription Services.

1.1. Fee Table.

Service	Fee Type	User Type*	Baseline User Count	Minimum User Count	Per User Rate	Targeted Live Date**	Fee Commencement Date
Alight Worklife Core Platform							
Alight Worklife Essentials	Monthly	H&W Eligible Participant	1,697	1,527	\$1.00	April 1, 2024	April 1, 2024
Alight Worklife Administration							
Health & Welfare Benefits Administration	Monthly	H&W Eligible Participant	1,697	1,527	\$1.40	April 1, 2024	April 1, 2024
Health Subscription Services: Flexible Spending Account Administration Technology	Monthly	FSA Participant	328	See Per User Rate	\$1.28 The minimum monthly fee will equal \$210 regardless of the applicable Baseline Unit Count.	April 1, 2024	April 1, 2024

* For purposes hereof, a “User” means any of the types of users listed in this column (as defined herein).

** The targeted Live Date for these Subscription Services reflects the month in which Client’s health and welfare benefits annual enrollment period begins. Due to their nature, certain elements of these Subscription Services may not be effective until the beginning of the benefit plan year following the initial enrollment period.

1.1. Monthly Subscription Fees. This Section applies to all subscription fees paid on a monthly basis pursuant to the table above.

1.1.1. The subscription fee for each Subscription Service will commence on the applicable Fee Commencement Date. If the Fee Commencement Date for any Subscription Service is its Live Date, and such Live Date is delayed by Client, the subscription fee for such Subscription Service will commence as originally scheduled.

1.1.2. The subscription fee for each month will be invoiced on or after the first day of such month.

1.1.3. The subscription fee for each month will equal (a) the number of Users for such month, multiplied by (b) the applicable Per User Rate. If the Fee Commencement Date for any Subscription Service occurs prior to its Live Date, then, for purposes of determining such fee for each month prior to such Live Date, the number of Users will equal the applicable Baseline User Count.



1.1.4. The minimum subscription fee for each month will equal (a) the applicable Minimum User Count, multiplied by (b) the applicable Per User Rate.

Section 2. Professional Services: Implementation Services.

2.1. H&W Implementation

2.1.1. Fee Table.

Service	Fee
Alight Worklife Platform and Health and Welfare Benefits Administration Ongoing Services	\$50,000

2.1.2 Invoicing. Implementation fees will be invoiced on or after the Effective Date.

Section 3. Professional Services: Managed Services and Customer Care Services

3.1. Health & Welfare Benefits.

3.1.1. Live Dates.

Service Category	Targeted Live Date
Health & Welfare Benefits Managed Services – Annual Enrollment	Fall, 2024
Health & Welfare Benefits Managed Services – Ongoing Services	April 1, 2024

3.1.2. Fee Table.

Service Category	Unit	Baseline Unit Count	Minimum Unit Count	Frequency	Fees
Health & Welfare Benefits Administration Solutions					
Standard Health & Welfare Benefits Administration	Per H&W Eligible Participant	2,550	2,295	Monthly	\$1.44
Comprehensive COBRA Services	Per H&W Eligible Participant	2,550	2,295	Monthly	\$0.42
Direct Billing Services or non-COBRA enrollees	Per Direct Bill Participant	N/A	N/A	Monthly	\$5.00
Health Professional Services: Flexible Spending	FSA Participant	328	See Fees	Monthly	\$2.97



Service Category	Unit	Baseline Unit Count	Minimum Unit Count	Frequency	Fees
Account Administration Services					The minimum monthly fee will equal \$490 regardless of the applicable Baseline Unit Count.
Affordable Care Act – Section 6055/6056 Employer Reporting Solutions <i>Comprehensive Solution (includes code derivation, form delivery, tax filing, and customer service per Services Schedule)</i>	Flat Fee	N/A	N/A	Annually	\$12,000 for the first 1,000 H&W Eligible Participants; \$2,000 annually for each additional 1,000 H&W Eligible Participants. Service is effective 4/1/2024 for 2024 tax year, coincident with ongoing H&W administration services. The full 12 months of the annual fee should be paid prior to the first delivery of the tax forms. Federal Filings in the last year of the Agreement are not included. The fee for each year will be invoiced 40% in October, 40% in November and 20% in December. Annual fee includes 3 EINs; each additional EIN will cost \$500. Fees assume that the entire population requiring reporting is administered on the Alight Worklife platform (third party data sources are not included). Annual fee includes 5% annual allocation for corrected forms or paper reprint requests and \$1.25 fee per form above 5%. Postage is a pass-through expense. Estimated postage costs will be included on the October invoice each year. After forms are mailed, additional charges (or credits) will be invoiced based on actual costs.



Service Category	Unit	Baseline Unit Count	Minimum Unit Count	Frequency	Fees
ACA Individual State Mandate Filing	Flat Fee	N/A	N/A	Annually	\$4,500 per state filing Includes CA, DC, NJ, and RI. assuming Federal 1095-C data is utilized.
Alight Care					
Health & Welfare Benefits Customer Care Services	Per H&W Eligible Participant	2,550	2,295	Monthly	\$2.16
Additional Items					
Single Sign-On ("SSO") Integration	Per SSO	N/A	N/A	Per Transaction	2 SSOs included If additional SSOs requested by Client, Alight will establish single sign-on ("SSO") integration with Client's or its third party vendors' systems for a one-time fee equal to \$2,000 per SSO integration if Alight has other SSO integrations with the applicable party, and \$5,000 per SSO integration with any other party.
Change Orders	N/A	N/A	N/A	N/A	Alight Worklife Platform configuration changes are included at no additional cost, with exception of: • New development/changes to 3rd party/carrier integrations • New development/changes to HR/Payroll system integrations • Merger & Acquisition activity All other changes to the Services will be subject to the Change Order provisions of the FSA and priced based on project size and scope. • The billing rate used for Time and Materials (non-fixed fee) projects will be \$289 per hour.
Audit Support and Data Cleanup	N/A	N/A	N/A	N/A	For no additional charge, Alight will provide up to 100 hours each year that can be used at Client's



Service Category	Unit	Baseline Unit Count	Minimum Unit Count	Frequency	Fees
					discretion for audit support and data cleanup or other manual processing. Additional charges may apply for any additional support.

3.2. Monthly or Other Periodic Fees. Unless otherwise expressly provided in the table above, monthly or other periodic fees shall be invoiced and paid in accordance with this Section.

3.2.1.1. The fees for each Service will commence on their respective fee commencement dates.

3.2.1.2. The fee for each applicable period will be invoiced in the month prior to the applicable service period (e.g., January for February services).

3.2.1.3. The fee for each period is subject to a minimum fee calculated using the applicable Minimum Unit Count.

3.2.2. Per Transaction and Other Fees. Unless otherwise expressly provided in the table above, per transaction fees and other fees shall be invoiced and paid in accordance with this Section.

3.2.2.1. Fees will be invoiced monthly in arrears.

3.2.2.2. Any fee adjustments or reconciliations will be included on the invoices as applicable.

3.3. Additional Terms for Health & Welfare Benefits Managed Services.

3.3.1.1. Fees assume a passive annual enrollment each year, with exception of plans and retirees requiring an annual election (e.g., Flexible Spending Accounts, vacation buy sell).

3.3.1.2. Alight will not support Client's annual benefit enrollment period during the final year of the Services unless otherwise mutually agreed.

3.3.1.3. In connection with COBRA Services, Alight retains the administrative fees collected from COBRA continuants, which equal 2% of the applicable premiums.

Section 4. Definitions.

4.1. "H&W Eligible Participants" means individuals with independent eligibility rights for 1 or more of Client's health and welfare plans and COBRA continuants.

4.2. "FSA Participant" means an individual that has an active FSA; provided that, if an individual has both a health care and dependent care FSA, only one monthly fee will be charged for that individual. The monthly fees commence the month the FSA Participant's FSA is opened and will continue throughout the applicable plan year (including any applicable grace or carry over period) and the run-out period thereafter during which Alight will continue to process claims. The monthly fee attributable to any applicable grace, carryover or run-out period for an FSA Participant is waived if such FSA Participant establishes the same type



of FSA for the following plan year. Otherwise, the fee will apply for so long as the FSA carries a balance during such grace, carryover or run-out period.

Section 5. Fee Offsets.

5.1. Technology Credits. If and to the extent Alight receives technology credits from Voya in respect of the insurance products listed below offered by Client to its employees, Alight agrees to apply any such technology credits it receives from the applicable carrier to offset and reduce the fees payable hereunder (but not below zero); provided that such technology credits may not be applied to offset or otherwise reduce fees associated with ACA and other compliance services, reimbursement account services (e.g., FSAs/HSAs), COBRA/direct billing services, postage or any other costs which Alight determines would not be permissible to offset. The applicable insurance products are Accident Insurance, Critical Illness Insurance, Hospital Indemnity, and any other insurance products mutually agreed by the Parties. Actual technology credits received may vary. If and to the extent such technology credits do not cover all or any portion of the applicable fees, Client remains responsible for payment of all fees when due. In order for Alight to receive such technology credits, Client may be required to execute certain documentation requested by the applicable carrier to approve payment of the technology credits to Alight.

Section 6. Additional Terms.

6.1. Ongoing fees include cost efficiencies and productivity gains we plan to achieve during the term of the agreement through re-engineering, global sourcing, and cost reduction initiatives.

6.2. Yearly annual renewals include rate changes to existing plan structure, and updates to effective dates and zip code tables. Other yearly annual renewal changes such as carriers, eligibility groups, plan types and enrollment content will be handled through Change Order provisions.

6.3. An annual enrollment budget is developed each year to support an active or passive enrollment based on the scope of the enrollment effort (e.g., type of enrollment, plan changes, provider changes, contribution rate changes, etc.). The annual enrollment budget will include the effort to support requirements definition, setup, testing, documentation, additional staffing, and training, managing annual enrollment waves, and computer processing.

6.4. Supporting administrative changes requested by Client, (e.g., plan changes, data file changes, plan amendments, new plan offerings, work related to acquisitions and divestitures) may result in additional one-time fees and/or changes to ongoing fees. Such changes shall be subject to the Change Order provisions.

6.5. Certain of the Services may involve the temporary deposit of Client or participant funds in an Alight account until the funds are transferred to another party and/or until a check is cashed. Alight may invest the balances in interest bearing accounts or other short-term investments and retain the earnings. To the extent funds are held in demand deposit accounts, they may serve as compensating balances and reduce bank fees otherwise payable by Alight. If checks are not presented for payment, funds will be notionally credited back to the participants account balance and will appear as a credit on Client's next funding notice within a reasonable time following the 90-day presentment period. Any participant payments held by Alight that are to be transferred to the Client will be transferred monthly. ACH transaction services are subject to the rules of National Automated Clearinghouse Association ("NACHA Rules"). In accordance with the NACHA Rules, if Client breaches such rules with respect to the ACH services, such services may be suspended until such breach is cured. From time to time, Alight may review certain procedures regarding the ACH services as mandated by the NACHA Rules.



Section 7. Fee Adjustment. All fees set forth in the table(s) above are subject to a 3% annual increase on each anniversary of the applicable Fee Start Date.

Section 8. Pass-Through Expenses.

8.1. Except as otherwise expressly provided in this Schedule or in the applicable Service Schedule, Client will reimburse Alight for the following pass-through expenses that are paid by Alight, specific to the Services:

- 8.1.1.** Travel-related expenses.
 - 8.1.2.** Postage, shipping, express mail and messenger services.
 - 8.1.3.** Fulfillment, printing and related supplies.
 - 8.1.4.** Additional employee communications.
 - 8.1.5.** Translation and employee location services.
 - 8.1.6.** Non-electronic records, paper files and outside records management suppliers.
 - 8.1.7.** Third party invoicing and billing portals.
 - 8.1.8.** Time and materials expenses incurred responding to requests for litigation support and research.
- 8.2.** All pass-through expenses will be invoiced monthly in arrears.

Section 9. Payment Terms.

- 9.1.** Client shall pay Alight all fees and expenses within 30 days from date of invoice.
- 9.2.** Interest at 0.75% per month will accrue on all past due amounts from the corresponding due date until payment is received.
- 9.3.** Unless otherwise expressly provided in this Schedule, all payments shall be made in US Dollars (USD).

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Attachment D-1 SLA Schedule

Section 1. General. The performance measures contained in this document apply to the Health & Welfare Ongoing Services that Alight provides under the Agreement. All measures are reported monthly unless noted otherwise. All financial calculations (fees at risk) are calculated quarterly, unless noted otherwise, using a weighted average of the three months during the calendar quarter for quarterly calculations. Any credits shall be applied toward outstanding and/or current month Ongoing Fees.

Section 2. Definitions. Capitalized terms used but not defined in this Schedule shall have the meanings ascribed thereto in the Agreement. The following terms shall have the meanings set forth below solely for purposes of this Schedule:

2.1. "At-Risk Amount" means, for any given quarter during the Term, 15% of the Ongoing Fees for such quarter.

2.2. "Measurement Period" means the period against which Alight will measure and report on its performance against such Service Level. All Service Levels are reported monthly unless noted otherwise. All financial calculations (fees at risk) are calculated quarterly.

2.3. "Performance Credit" means the monetary credit owed to Client by Alight for any Service Level Default.

2.4. "Performance Credit Calculation" means the calculation of the Performance Credit, as set forth below, based on the difference between the Performance Target and the actual result of the Service Level where the actual result of the Service Level is less than the Performance Target of the same Service Level.

2.5. "Performance Credit Maximum" has the meaning set forth below.

2.6. "Performance Target" means the minimum level for a Service Level as set forth herein.

2.7. "Service Level(s)" means the performance standards set forth herein.

2.8. "Service Level Default" means failure to meet the Performance Target for the same Service Level.

2.9. "Service Level Matrix" means the chart in this Schedule that sets forth the specific Service Level metrics.

Section 3. Service Level Methodology. Alight will measure and report its performance of the Services against the Service Levels as set forth herein.

3.1. Commencement of Obligations

Customer Care Center Availability, Voice Response Availability, and Portal Availability will commence immediately. The remaining Service Levels will commence in three phases. For an initial three-month transition period after the applicable Live Date, there are no Performance Credits. Thereafter, all Performance Credits are calculated at 100% of the full amounts.

3.2. Reporting and Measurement



3.2.1. Alight will provide to Client, as part of the monthly performance report, a soft-copy report describing Alight's performance against the applicable Service Levels. Such report will include notification to Client of any failure to meet a Service Level during the corresponding calendar month. Such report will also calculate the potential Performance Credit applicable to such Service Level Default. The Parties shall mutually agree to the timing and delivery of reports as set forth herein.

3.2.2. Alight will use its own tools for measuring Service Levels.

3.2.3. The monthly performance report, as well as the data and detailed supporting information, will be Alight Confidential Information.

3.2.4. For any Service Levels measured as a percentage where the measure is less than 100%, it is intended that the overall volumes of transactions or records measured will be large enough to reach a single occurrence threshold, meaning that a single failure by Alight during the Measurement Period would not cause Alight to fail to meet such Service Level. If during a Measurement Period, the volume measured is less than the single occurrence threshold, then the following methodology will be used to determine the number of transactions that Alight must successfully complete with the required performance to have achieved the Service Level concerned: (a) the number of transactions occurring during such Measurement Period shall be multiplied by the stated percentage; and (b) if the product of that multiplication is not a whole number, then such product shall be rounded down to the nearest whole number.

3.2.5. On an annual basis during the Term, Client may elect to reallocate Performance Credit Maximums using the Change Order Procedures. Any such reallocations require a minimum notice period of 60 days and would commence at the beginning of the subsequent quarter. For example, if Client provided notice of reallocations on January 15th, such reallocations would take effect on April 1st.

3.2.6. In quarters when the Customer Care Center does not receive at least 600 client-specific calls, the enterprise-wide results will be used when calculating the quarterly Performance Credit.

Section 4. Performance Credits

4.1. Of the Of the Service Levels listed below, Client may assign a "**Performance Credit Maximum**" between 0% and 2% in 0.5% increments for any one Service Level and in accordance with the maximums specified above. The sum of the Performance Credit Maximums across all Service Levels may not exceed 15%. Fees at risk for each measure are based on the quarterly Ongoing Fees.

The following is an example of calculation of calculation of a Performance Credit:

Performance Credit = A x B Where:

A =Ongoing Fees for such quarter

B =Performance Credit Calculation

For example, assume that Alight commits a Service Level Default, and the Ongoing Fees for the quarter in which the Service Level Default occurred are \$250,000. Additionally, assume that the applicable Performance Credit Calculation yields a result that is two percent (2%).



The Performance Credit due to Client for such Service Level Default would be computed as follows:

$\$250,000 (A) \times 2\% (B) = \$5,000$ (the amount of the Performance Credit)

4.2. If more than one Service Level Default has occurred in a single month, the sum of the corresponding Performance Credits will be credited to Client.

4.3. In no event will the amount of Performance Credits credited to Client with respect to all Service Level Defaults occurring in a single quarter exceed, in total, the At-Risk Amount.

4.4. The total amount of Performance Credits that Alight will be obligated to credit to Client will be reflected on the first invoice following the quarter which the Service Level Default giving rise to such credit occurred.

4.5. Alight acknowledges and agrees that the Performance Credits shall not be deemed or construed to be liquidated damages or a sole and exclusive remedy or in derogation of any other rights and remedies Client has hereunder or under the Agreement.

Section 5. Excused Performance

5.1. Alight will not be responsible for a failure to meet any Service Level to the extent such failure is substantially attributable to any of the following:

5.1.1. Circumstances that constitute a force majeure event under the MSA and/or Alight operating under its business continuity and disaster recovery plan;

5.1.2. Any failure by Client to comply with its obligations or perform its assigned tasks under the Agreement, Alight's reliance upon any Client direction or any information provided or otherwise made available to Alight by or on behalf of Client or any Service User in performing the Services, or any act or omission of any Client vendor or other Representative (other than Alight);

5.1.3. Events that are substantially outside the control of Alight;

5.1.4. Reductions in Services or resources requested or approved by Client and agreed to by the Parties through the Change Control Procedures; provided that Alight has previously notified Client in writing as part of such Change Control Procedures that the implementation of such request would result in such failure to meet the Service Level; or

5.1.5. Significant (i.e., more than 120% in a month) unplanned and uncommunicated volume increases that are not expected to continue for a sustained period.



Section 6. Service Level Matrix

Category	Service Level	Definition	Calculation	Reported Period	Measurement Period	Performance Target	Performance Credit Maximum	Fees-at-Risk Calculation
Customer Care	Customer Care Center Availability	Alight's Customer Care Center is defined to be available if Customer Care Representatives are able to take participant calls and chats, access the system and submit transactions.	Number of minutes the Customer Care Center is available to answer calls and chats divided by the number of minutes the Customer Care Center is scheduled to answer calls and chats.	Monthly	Quarterly	99.5%	1%	0.1% of quarterly Ongoing Fees for each 0.1% below 99.5%.
Customer Care	Customer Satisfaction - Representative	Percentage of Customer surveys indicating "overall satisfaction," using a 6-point scale where 6 represents "Completely Satisfied/Strongly Agree" and 1 represents "Completely Dissatisfied/Strongly Disagree" and "overall satisfaction" is defined as top 3 box responses. For purposes of this calculation, satisfaction measures satisfaction with the representative on the most recent call or chat. Client specific results will be used when 150 or more surveys are completed in a given quarter, otherwise measure will	Calculated as the number of respondents selecting boxes 4, 5, or 6 divided by the total number of respondents.	Quarterly	Quarterly	80%	1%	1% of quarterly Ongoing Fees if the actual result is less than 80.0% but greater or equal to 70.0%. 2% of quarterly Ongoing Fees if the actual result is below 70.0%.



Category	Service Level	Definition	Calculation	Reported Period	Measurement Period	Performance Target	Performance Credit Maximum	Fees-at-Risk Calculation
		default to the Customer Care Center wide survey result.						
Customer Care	Wait Time	Wait time is defined as the amount of time a Participant waits to speak with a service center representative after the call is transferred to the ACD system.	Calculated as the number of telephone calls to the service center that are answered within 30 seconds from time caller selected option to speak to representative divided by the total number of calls to the service center where caller selected option to speak to representative during the Measurement Period, expressed as a percentage.	Monthly	Quarterly	80% (70% during the quarter with annual enrollment)	2%	0.25% of quarterly Ongoing Fees for each 2% below 80.0% (70.0%).
Customer Care	Abandonment Rate	An abandoned call is defined as a call disconnected by the caller after the caller requests to be transferred to a Customer Care Representative.	Number of calls to the Customer Care Center disconnected by the caller after the caller requested to speak to a Customer Care Representative divided by the total number of calls where the caller requested to speak to a Customer Care Representative. Calls abandoned in less than 30 seconds are excluded.	Monthly	Quarterly	3.0% (5% during the quarter with annual enrollment)	N/A	N/A
Customer Care	First Contact Resolution—Call and Chat	A Participant's interaction is considered resolved on the first attempt when the Participant is provided with information from a service	Calculated as the total requests resolved and closed on first contact divided by the total requests closed during the Measurement Period, expressed as a percentage.	Monthly	Quarterly	90.0%	1%	0.25% of quarterly Ongoing Fees for each 1% below 90.0%.



Category	Service Level	Definition	Calculation	Reported Period	Measurement Period	Performance Target	Performance Credit Maximum	Fees-at-Risk Calculation
		center representative without the need for additional action at the end of the Participant interaction. Excludes: Requests with universal exclusions (exclusions applied to all teams), death requests, appointment requests, third party partner requests, cancelled requests, and requests created using the self-service portal channel. Includes: This measure includes interactions completed using assisted channels, call and chat.						
Case Management	Case Management - 5 Days	Measures the number of cases that were resolved on time. "On time" is defined as 5 business days. A case is considered to be each instance where follow up is required. Death and Document Processing cases that	Number of cases closed within 5 business days divided by the number of cases closed during the measurement period.	Monthly	Quarterly	90.0%	1%	0.25% of quarterly Ongoing Fees for each 1% below 90.0%.



Category	Service Level	Definition	Calculation	Reported Period	Measurement Period	Performance Target	Performance Credit Maximum	Fees-at-Risk Calculation
		require follow up outside Alight's control are excluded from any calculation of fees at risk.						
Case Management	Case Management - 20 Days	Measures the number of cases that were resolved on time. "On time" is defined as 20 business days. A case is considered to be each instance where follow up is required. Death and Document Processing cases that require follow up outside Alight's control are excluded from any calculation of fees at risk.	Number of cases closed within 20 business days divided by the number of cases closed during the measurement period.	Monthly	Quarterly	98.0%	1%	0.25% of quarterly Ongoing Fees for each 1% below 98.0%.
Client Satisfaction	Client Satisfaction	Alight Solutions will measure Client Satisfaction Semi-Annually via Alight Solutions standard Client Satisfaction Survey.	On a Semi-Annual basis, Alight Solutions will survey Client representatives utilizing Alight Solutions standard Client Satisfaction Survey. The performance measure requires at least 3 Client responses. The measure is calculated by taking the total number of actual points from survey responses	Quarterly	Quarterly	70%	1%	If score is less than 70%, Alight and Client will meet to discuss results of the survey and develop an action plan to address the cause(s) of the dissatisfaction. Such meeting should occur within 30 days of request. If all action items are not



Category	Service Level	Definition	Calculation	Reported Period	Measurement Period	Performance Target	Performance Credit Maximum	Fees-at-Risk Calculation
			divided by the total number of possible points. Measure is based on a 10-point scale with 1 is "Extremely Dissatisfied" and 10 is "Extremely Satisfied". Action items which are not solely within Alight's control are excluded from any calculation of fees-at-risk.					completed on time as agreed upon, the full fees-at-risk amount will be paid. Note: If Client does not fulfill its obligations in the action plan, fees-at-risk will not be paid.
System Availability	Portal Availability	Portal availability.	Calculated as the number of total number of minutes Alight's portal is accessible divided by the total number of minutes the portal is scheduled to be available.	Monthly	Quarterly	99.5%	1%	0.1% of quarterly Ongoing Fees for each 0.1% below 99.5%.
System Availability	Voice Response Availability	Alight's voice response system is defined to be available if a Participant can access the voice response system, enter a valid ID, and access Participant information. Voice Response Availability is measured against a 24 X 7 X 365 standard excluding periods of maintenance and systems upgrades, with prior notification.	Calculated as the total number of minutes Alight's voice response system is available divided by the total number of minutes it is scheduled for availability during the Measurement Period, expressed as a percentage.	Monthly	Quarterly	99.5%	1%	0.1% of quarterly Ongoing Fees for each 0.1% below 99.5%.
Transaction Timeliness	HR Data Timeliness	Percentage of incoming HR Data	The total number of HR events posted to the system	Monthly	Quarterly	95.0%	1%	0.25% of quarterly Ongoing Fees for each



Category	Service Level	Definition	Calculation	Reported Period	Measurement Period	Performance Target	Performance Credit Maximum	Fees-at-Risk Calculation
		posted within 24 hours.	within 24 hours compared to the total number of HR transactions received. Inaccurate data or data not posted for reasons outside of Alight's control are excluded from any calculation of fees at risk.					1% below 95%.
	Timely Transmission of Third-Party Interfaces: H&W Health Plan Eligibility Files	Percentage of outbound (from Alight) electronic interfaces sent within the agreed upon timeframe as defined in the Requirements Document.	Number of electronic interfaces sent within the agreed upon timeframe divided by the total number of electronic interfaces sent. Interfaces that are sent late for reasons outside of Alight's control are excluded from any calculation of fees at risk.	Monthly	Quarterly	95.0%	2%	0.25% of quarterly Ongoing Fees for each 1% below 95%.
	Timely Transmission of Third-Party Interfaces: H&W Payroll Deduction Files	Percentage of outbound (from Alight) electronic interfaces sent within the agreed upon timeframe as defined in the Requirements Document.	Number of electronic interfaces sent within the agreed upon timeframe divided by the total number of electronic interfaces sent. Interfaces that are sent late for reasons outside of Alight's control are excluded from any calculation of fees at risk.	Monthly	Quarterly	95.0%	2%	0.25% of quarterly Ongoing Fees for each 1% below 95%.

Issue Response and Resolution Time Requirements:

Alight will respond and resolve issues stemming from the Subscription Services according to the schedule below based on the severity of the issue as defined therein:



Severity	Response Time	Resolution Time
Severity 1 – High Impact Renders use of any critical function of the Subscription Services commercially unfeasible, impossible or seriously impractical and for which no workaround exists	1 hour; Status Update Time: As Required	1 Business Day
Severity 2 – Medium Impact Makes continued use of the Subscription Services materially inconvenient and substantially reduces its value for a significant number of users and for which no workaround exists	2 hours; Status Update Time: As Required	2 Business Days
Severity 3 – Low Impact Makes continued use of the Subscription Services difficult but for which a workaround exists	2 Business Days Status Update Time: As Required	5 Business Days
Severity 4 – Other Any issue with the Subscription Services that does not meet the definition of a Severity 1, Severity 2 or Severity 3 issue	5 Business Days Status Update Time: As Required	Next regular Subscription Service update

For the avoidance of doubt, the foregoing applies to issues stemming from the Subscription Services and not issues stemming from any Professional Services performed by Alight.

Root Cause Analysis (“RCA”): RCA will be created for any Severity Level 1 or 2 incident and will be provided to Client no more than 10 days after the resolution of the incident. Alight shall: (i) promptly investigate the root cause(s) of the failure and deliver to Client a written report identifying such root cause(s); (ii) mitigate the problem for future Services; and (iii) advise Client of the status of such corrective efforts within 30 days of the incident date. Alight shall not be required to correct problems for which Client is responsible and that prevent Alight from meeting any Service Level. In addition, Alight shall not be obligated to re-perform the foregoing RCA where the parties mutually agree that the problem is attributable to Client’s failure to correct a problem for which Client is responsible. When the root cause cannot be determined, the parties shall work together to resolve and correct problems to their mutual satisfaction.



Termination Assistance Services Schedule

Activity	Alight Responsibilities	Fee Provisions
Project Management	Participate in conference calls with the successor service provider to ensure coordination and fulfillment of transition responsibilities.	No charge for preparation or participation in conference calls of up to 2 hours bi-weekly.
Employee Data	Provide single consolidated feed of data in standard format via electronic media.	No charge for providing in Alight format. Fee-for-service for customization of format using Change Order process.
Dependent Data	Provide single consolidated feed of data in standard format via electronic media (if not in "Employee Data" above) including benefit start and end dates.	No charge for providing in Alight format. Fee-for-service for customization of format using Change Order process.
Beneficiary Data	Provide single consolidated feed of beneficiary election data in standard format via electronic media (if not in "Employee Data" above).	No charge for providing in Alight format. Fee-for-service for customization of format using Change Order process.
Case Tracking Data	Provide all current case tracking information in standard format via electronic media.	No charge for providing in Alight format. Fee-for-service for customization of format using Change Order process.