



Prepared For:
City of Chandler, Arizona

Statement of Work Workday Deployment Services

Preparation Date: June 3, 2025

STATEMENT OF WORK FOR WORKDAY DEPLOYMENT SERVICES

This Statement of Work ("SOW") is made effective on the 27th day of October 2025 (the "SOW Effective Date") by and between **City of Chandler, Arizona** ("Client"), having its principal place of business at 175 South Arizona Avenue, Chandler, AZ 85225 and **Collaborative Solutions, LLC**, a limited liability company ("CSLLC"), an Affiliate of Cognizant Worldwide Limited ("Cognizant"), having its principal place of business at 300 Frank W Burr Boulevard, Suite 36, 6th Floor, Teaneck, NJ 07666 for Services scheduled to begin on October 27, 2025 ("Start Date") and expected to end on September 3, 2027.

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

1.0 Scope of Work ("Scope")

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

1.1 Organization Scope

1.1.1 Person Population

Population Type	Count
Active Employees	Six thousand eight hundred forty-nine (6,849)
Contingent Workers	Active at time of Go-Live
Terminated Workers	Active in current year
Retirees	Two thousand and twenty-eight (2,028)

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

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

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

1.2 Functionality Scope

The following functional areas will be configured within the Workday application. Client understands this project is being deployed using Launch deployment approach.

Reference table only – Workday Stock Keeping Units (“SKUs”) contracted for Client.

Core Human Capital Management - LDP	LDPHCM
Help - LDP	LDPHLP
Journeys - LDP	LDPJRNY
Cloud Connect for Benefits - LDP	LDPCCB
Benefits - LDP	LDPBEN
Payroll for United States - LDP	LDPUSP
Media Cloud - No Fee	MCNF
Messaging - LDP	LDPMMSG
Grants Management - LDP	LDPPGM
Core Financials - LDP	LDPPFIN
Workforce Planning - LDP	LDPPPLNW
People Analytics - LDP	LDPPPLA
Prism Analytics Essentials - LDP	LDPPRA
Projects - LDP	LDPPRJT
Time Tracking - LDP	LDPTT
Absence Management - LDP	LDPAM
Scheduling - LDP	LDPSC
Expenses - LDP	LDPEXP
Procurement - LDP	LDPPRO
Inventory - LDP	LDPINV
Strategic Sourcing Expert - LDP	LDPSRCEXP
Contract Lifecycle Management - LDP	LDPCLM
Extend Essentials	XTND
Workday Success Plan	WSP

The following functional areas will be configured within the Workday application.

Functional Area	Location Scope
HUMAN CAPITAL MANAGEMENT (“HCM”)	
HCM: Core, including Core Compensation & Messaging	United States of America
Benefits (including Cloud Connect for Benefits)	United States of America
Absence Management	United States of America
Time Tracking	United States of America
Payroll	United States of America
Scheduling	United States of America
People Experience (Help & Journeys)	United States of America
People Analytics	United States of America
FINANCIALS (“FIN”)	
Core Financial Management, Accounting, and Finance	United States of America
Financial Accounting	United States of America
Banking and Settlement	United States of America
Revenue Management	United States of America
Supplier Accounts	United States of America
Procurement	United States of America
Capital Assets	United States of America
Expenses	United States of America
Grants	United States of America
Budgets	United States of America
Projects	United States of America
Workforce Planning (Adaptive Insights)	United States of America
Inventory	United States of America
Strategic Sourcing	United States of America
Contract Lifecycle Management	United States of America
CROSS-FUNCTIONAL	
Prism	United States of America
Extend	United States of America
Mobile Solutions	United States of America
Employee Self-Service	United States of America
Manager Self-Service	United States of America

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

1.3 Data Conversion Scope

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

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

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

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

The data conversion Scope is further detailed in Appendix D.

1.4 Interfaces/Integrations Scope

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

Integrations	Owner	Cloud Connect	Enterprise Interface Builder/Document Transformation Service	Workday Studio	Other
	CSLLC	Twenty-two (22)	Fourteen (14)	Twenty-two (22)	Eight (8)
	Client	Zero (0)	Eighteen (18)	Zero (0)	Zero (0)

1.5 Report Scope

All Workday delivered standard reports associated with the Scope listed in Section 1.2 are included in the Scope of the project. If CSLLC has included a set number of hours of assistance for additional custom reporting support and training as part of CSLLC's estimate, it will be identified in the Pricing section of this SOW.

Any specific custom reports listed in Appendix B are included in the Scope of the project.

1.6 Advisory Services Scope

As they relate to the applications, areas, and events specified in Sections 1.1 and 1.2 above, CSLLC will complete Strategy and Organizational Change & Training ("OC&T") Services. Specific Services and tasks to be performed by CSLLC and Client are detailed in Section 2.0 below. All Strategy and OC&T activities, communication, materials, and Deliverables will be conducted and/or produced in English.

1.7 Out-of-Scope

The following application components are out-of-Scope for this project:

- Advanced compensation
- Peakon – Employee Voice
- Accounting center
- Endowments

2.0 Services and Responsibilities

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

Stage	CSLLC Services	Client Responsibilities
Strategy	- Assemble the CSLLC project team for Strategy stage - Conduct Strategy planning sessions - Jointly schedule Strategy workshops and provide status reporting - Participate in weekly project meetings - Conduct Strategy map workshops and deliver outputs - Conduct project governance and decision-making model workshops and deliver outputs - Conduct foundation data readiness workshops and deliver outputs	- Assemble the Client project team for Strategy stage - Attend weekly project meetings - Jointly schedule Strategy workshops - Provide current state documentation as requested and available - Participate in Strategy workshops - Complete recommended action items resulting from workshops - Provide input into the executive readout - Sign off on stage

Stage	CSLLC Services	Client Responsibilities
	• Conduct data conversion readiness workshop and deliver outputs • Conduct Workday technology and enterprise architecture readiness workshop(s) and deliver outputs • Conduct service delivery model – production governance workshops and deliver outputs • Document actions and decisions in the Risks, Actions, Issues, and Decisions (RAID) log • Transition knowledge and Deliverables to implementation team for ongoing use • Create executive summary with findings and recommendations and conduct readout session • Provide stage sign-off document	
Plan	• Assemble the CSLLC project team and introduce to Client counterpart • Review Launch approach, Scope, and integration discovery document with Client • Schedule recurring project meetings and status reporting • Jointly schedule planning sessions • Establish a regular cadence of meetings including attending the monthly steering committee meetings • Create the integration tracker (dashboard) • Conduct project planning sessions • Create the project plan • Conduct catalyst workshops • Provide data conversion and configuration workbooks • Assist with questions regarding mapping of data to Workday data model • Conduct Foundation Data Model (“FDM”) sessions • Jointly schedule alignment workshops (SMEs planning for design) • Jointly create the executive presentation for project kickoff meeting • Receive Foundation tenant from Workday	• Identify and provide project team and project Subject Matter Experts (“SMEs”) • Identify stakeholders, sponsors, and system administrators • Establish and attend monthly steering committee meetings including the CSLLC Engagement Manager (“CSLLC EM”) • Participate in planning sessions • Provide input into the project plan • Provide integration requirements and existing sample files • Notify third-party vendors for integrations and obtain consensus to the Timeline (as defined herein) • Provide third-party vendor contact information and confirm third-party vendors agree to the Timeline • Develop data conversion strategy and plan • Complete data gathering and configuration workbooks and submit to CSLLC’s secure transfer site • Identify initial risks and recommendations to reduce risk • Initiate process of receiving requirements to third-party vendors • Receive integration requirements from third-party vendors • Confirm Client named support contact

Stage	CSLLC Services	Client Responsibilities
	• Participate and support the project kickoff meeting • Work with Client to set up CSLLC's secure transfer site for sharing confidential/private employee data • Load Client data for Foundation tenant • Schedule and conduct project initiation checkpoint Workday Delivery Assurance review • Provide stage sign-off document	• Develop training plan for project resources • Identify key resources to complete Workday training • Complete Workday training including workbook, integration and functional training • Jointly create the executive presentation for project kickoff meeting • Lead project kickoff meeting • Provide plan and policy documents • Work with CSLLC to set up CSLLC's secure transfer site for sharing confidential/private employee data • Provide required data for build of Foundation tenant and submit to CSLLC's secure transfer site • Jointly schedule alignment workshops (SMEs planning for design) • Sign off on stage
Architect & Configure	• Manage the project plan • Participate in weekly project meetings • Provide status report and attend monthly steering committee status meetings • Conduct weekly workstream meetings • Gather interface requirements • Conduct foundation alignment sessions • Deliver the CSLLC assigned integration design documents • Add configuration approved from alignment workshops to complete the Configuration tenant • Provide validation reports for the Foundation tenant • Finalize tenant management plan • Provide stage sign-off document • Complete configuration based on specifications gathered in the foundation alignment sessions • Build integrations • Jointly conduct Workday Customer Confirmation Sessions ("CCS")	• Provide input and support management of the project plan • Participate in weekly project and workstream meetings • Hold monthly steering committee meetings • Provide project SMEs for alignment workshops • Assist in clarifying configuration requirements • Complete Workday training • Participate in architect workshops • Conduct integrations architect workshop (design sessions) for Client assigned integrations • If Client assigned integrations are included herein, design documents will need to be provided by Client to CSLLC during this stage • Review and sign off on integration design documents (after detailed design review sessions) • Validation of Foundation tenant build • Review existing reports and confirm which Workday report will meet these needs and identify any necessary

Stage	CSLLC Services	Client Responsibilities
	• Conduct Unit Testing of integrations developed by CSLLC • Create integrations operations instructions guides for CSLLC assigned integrations • Assist with questions regarding mapping of data to Workday data model. Provide recommendations and Workday best practice. • Build of End-to-End tenant • Provide exception reports/issues log from End-to-End tenant build • Provide validation reports and support validation efforts of End-to-End tenant • Advise on test scenarios • Design and develop any custom reports which are in Scope • Conduct smoke test for functional configuration of End-to-End tenant • Provide a sample defect tracking log	custom reports as part of the alignment stage • Define and document test plan and test scenarios (End-to-End, User Readiness and Regression) • Jointly conduct CCS • Build Client assigned integrations • Create integration operations guides for all Client assigned integrations • Finalize test scenarios, test scenario assignments and detailed daily test plan • Update and sign off on configuration as a result of CCS • Provide required data for End-to-End tenant and submit to CSLLC's secure transfer site • Update data gathering workbooks for End-to-End tenant • Validation of End-to-End tenant build • Review and resolve issues from exception reports • Sign off on stage
Test	• Manage the project plan and participate in weekly project meetings • Create integrations schedule recurrence tracker • Participate in Test stage kickoff session • Support integration defect resolution for CSLLC assigned integrations • Provide Knowledge Transfer ("KT"), operations guides, and validated & tested integration systems for Client testing of CSLLC built integrations • Provide testing oversight and support • Copy End-to-End Test tenant for payroll Parallel Testing • Provide parallel variance reports and support variance analysis • Provide sample deployment cutover plan • Schedule and conduct Workday Delivery Assurance reviews • Provide Workday Go-Live Checklist	• Provide input to the project plan and participate in weekly project meetings • Lead Test stage kickoff session • Execution of all test scenarios (End-to-End, Parallel, User Readiness and Regression) • Manage and sign off on all test results (End-to-End, User Readiness and Regression) • Prepare for User Readiness review • Provide person data for Parallel tenant and submit to CSLLC's secure transfer site • Validation of Parallel tenant build • Create/maintain Parallel Testing defect tracking log • Review and resolve issues from exception reports • Complete catch-up data transaction entry for each parallel cycle as defined by Parallel Testing strategy

Stage	CSLLC Services	Client Responsibilities
	• Provide stage sign-off document • Train end users	• Execution of parallel per Client defined Parallel Testing strategy and success criteria • Review parallel variance reports and conduct root cause analysis • Provide cutover schedule for legacy systems • Provide functioning Client assigned interfaces per the test plan • Develop deployment cutover plan • Train end users • Complete and sign the Workday Go-Live Checklist • Sign off on stage
Deploy	• Manage the project plan and participate in weekly project meetings • Provide the Workday Go-Live Authorization • Update integration schedule and recurrences tracker • Build Gold tenant • Verify migration of CSLLC assigned integrations • Schedule integrations according to the integrations schedule recurrence tracker • Guide Client to register for the “Transition to Production” support meeting with Workday • Jointly complete the Workday Go-Live announcement • Provide stage sign-off document • If CVS is selected, complete Continuous Value Service (“CVS”) Client support workbook • If CVS is selected, initiate CVS Post-Production support introduction six (6) to (8) weeks prior to the Move-to-Production date	• Provide input to the project plan and participate in weekly project meetings • Manage and execute on cutover plan • Deliver Production quality data for the Gold tenant • Verify migration of Client assigned integrations • Perform/sign off on tenant validation for Pre-Production tenant • Jointly complete the Workday Go-Live announcement • Approve and sign off on the Workday Go-Live Authorization • Create and distribute the organizational Workday Go-Live announcement • Complete catch-up data transaction entry • Sign off on stage
Implementation Team Post-Production Support (“Hypercare”)	• Provide standby support after the Move-to-Production. This support will encompass all functionality that was deployed by CSLLC during the project. CSLLC will support all functional areas for eight (8) weeks from the Move-to-Production date except for payroll or financial accounting functionality (if they are in Scope) as well as integrations deployed by CSLLC	• Staff and manage help desk • Make any updates to Production, including final load of transactional conversion data • Sign off on stage

Stage	CSLLC Services	Client Responsibilities
	- Payroll functionality will be supported for up to twelve (12) weeks in support of two (2) Production payroll cycles if the pay cycle is weekly, bi-weekly, semi-monthly or one (1) Production payroll for monthly pay cycle. (both will be supported remotely) - Integrations will be supported for one (1) successful Production run of integrations, or ninety (90) days from Move-to-Production, whichever comes first - Financial accounting will be supported for up to twelve (12) weeks in order to support the first period end close processing (e.g., month, quarter, etc.) - Conduct KT sessions for CSLLC developed integrations - Provide stage sign-off document	

Organizational Change & Training Services (OC&T)

	CSLLC Services	Client Responsibilities
Strategy	- Develop the initial OC&T project timeframe - Advise on the preliminary list of stakeholders for HCM/FIN implementation	- Provide organizational change counterpart to regularly interface with the CSLLC OC&T team - Provide input and approval of the OC&T project timeframe
Organizational Change	- Conduct OC&T kickoff call - Attend and participate in the project kickoff meeting - Establish and facilitate weekly workstream meetings for the remainder of the project - Conduct OC&T Discovery and Strategy workshop - Provide the Change Impact Analysis template and advise on the capturing of change impacts - Advise on the continued identification of stakeholders, sponsors and change champions for HCM/FIN implementation	- Provide organizational change counterpart to regularly interface with the CSLLC OC&T team - Participate in organizational change Discovery and Strategy workshop - Identify stakeholders, sponsors and change champions for HCM/FIN implementation - Provide input and approval of overall Change Management Strategy - Establish and execute project branding

	CSLLC Services	Client Responsibilities
	• Develop overall Change Management Strategy readout Deliverable • Advise on branding best practices and how to establish for effective project branding • Advise on the development of the end-user communications plan • Advise on the development of a change champion network plan • Advise on the planning and execution of User Experience Sessions • Advise on change sustainment best practices • Recommend end user adoption measurement activities	• Provide OC&T resources to attend and engage in functional architect workshops • Provide OC&T resources to attend and engage in functional CCS • Develop and maintain Change Impact Analysis • Develop end-user communications plan • Develop and deliver all end-user communications • Design, manage and implement change champion network • Design, manage, and execute User Experience Sessions • Develop, manage, and implement change sustainment strategy & plan • Measure and report on end user adoption
End User Training	• Develop end user training strategy as part of overall organizational change strategy • Develop initial end user training needs assessment and curriculum plan • Advise on best practices for training development and delivery • Provide training prototypes for formatting decisions • Lead the development of training materials, as defined in the training needs assessment and curriculum plan, up to three hundred (300) hours of effort • Lead the delivery of training, as defined in the Training Needs Assessment and Curriculum Plan, up to one hundred fifty (150) hours of effort • Advise on staging data for training activities • Recommend evaluation methods • Recommend additional reinforcement activities to increase adoption	• Provide end user training counterpart to regularly interface with the CSLLC OC&T team • Provide input on the end user training strategy • Review and approve the training needs assessment and curriculum plan • Review and approve all training materials developed by CSLLC • Lead all training development beyond CSLLC's effort allowance • Assist with all training delivery • Provide SMEs to participate in all trainings as defined in the training curriculum plan • Register training participants and track training completion; coordinate all training logistics • Execute all training evaluation activities • Implement all reinforcement activities

3.0 Project Approach

3.1 Methodology

The implementation will be completed by following the Launch deployment approach which consists of the following stages: Plan, Architect & Configure, Test, Deploy and Hypercare. In parallel to the Architect & Configure stage, the project team will also conduct integration design and integration development (in the same tenant). The specific content of the Deliverables and duration to complete these Deliverables is detailed in the project plan which is to be developed jointly by the CSLLC EM and the Client Project Manager.

3.2 Governance

Project Management

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

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

Change Control Process for Implementation Services

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

- **Step 1:** CSLLC will prepare a description of the necessary change including Scope, process, cost, impact to the Timeline, impact to resources along with a list of alternative solutions.
- **Step 2:** The Client Project Manager will review and approve or reject within his or her authority or escalate to the executive sponsor for review and approval or rejection.
- **Step 3:** Client will review and approve or deny the request for the additional or modified Services within five (5) business days so as not to cause any unnecessary delay in the Timeline.
- **Step 4:** Any approved additions or modifications to the Scope of Services will be documented pursuant to a Change Order and become an addendum to this SOW.

Status Reporting

During the Plan stage of the project, the CSLLC EM will coordinate with the Client Project Manager to establish a set of regularly scheduled meetings to present project

status and risks. These will include, but are not limited to, a monthly steering committee meeting, a weekly project core team status meeting, weekly workstream meetings, a weekly project management meeting, and additional meetings, as needed. The CSLLC EM will report out at the steering committee and team status meetings on the status, activities, issues and other relevant project information.

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

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

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

Knowledge Transfer

Over the course of the project, functional and technical knowledge transfer occurs organically during alignment sessions, CCS, weekly workstream meetings and during the Configuration and Test stages. Additional knowledge transfer will occur during the Post-Production stage as needed. Up to five (5) formal two (2) hour knowledge transfer sessions per functional area as listed in Section 1.2 Functional Area table with additional sessions available upon mutual agreement. The agenda will be determined prior to each session. Upon Client request, the session may be recorded. If Client requires additional knowledge transfer, this may result in a Change Order. Process documentation (e.g., operational guides and process flow diagrams) is not in Scope for knowledge transfer, with the exception of the integration's operations guide for CSLLC owned integrations.

Communication and Issue Escalation

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

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

3.3 Project Schedule

The time required to complete the project (the “Project Schedule” or “Timeline”) is based on the contents of this SOW. Based on a projected Start Date of October 27, 2025, the estimated duration and estimated start dates of each project stage are listed below, pending timely execution of this SOW, and availability of resources and training. The Client payroll schedule may require an adjustment on the estimated start date for the Deploy and Post Go-Live stages.

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

The project will be completed in one (1) phase – as presented below. The Timeline for the project is as follows:

Project Timeline								
	Strategy	Plan	Architect & Configure	Test	Parallel	Deploy	Hypercare	Total Weeks
Weeks	6	11	29	26	9	6	12	97
Start	10/27/2025	11/24/2025	2/9/2026	8/31/2026	3/1/2027	5/3/2027	6/14/2027	
Finish	12/5/2025	2/6/2026	8/28/2026	2/26/2027	4/30/2027	6/11/2027	9/3/2027	

Note:

- Integrations will be developed based on a timeframe dependent on the batches defined in the integrations planning sessions and third-party vendor availability.
- CSLLC has accounted for blackout weeks for the holidays and spring break.
- Exact dates for build, move to production and go-live will be determined during the Plan Stage.

4.0 Assumptions & Dependencies

The Services, labor estimates, and Pricing presented in this SOW are dependent on the following assumptions being true:

Client will:

- Timely complete each item listed as a Client responsibility in Section 2.0.
- Have the necessary project and executive management support to review and make timely decisions as well as coordinate the activities of this project with other Client projects which may be occurring simultaneously.
- Have the necessary resources available in each stage, according to how they are identified in the staffing and project plans. Resources will be empowered and capable of making decisions on behalf of Client. Resources will include, but are not to be limited to, functional and technical leads, and applicable business process and SMEs. If resource and/or priority conflicts occur, they will be discussed and resolved with the project steering committee.
- If CSLLC is able to travel in accordance with its internal policies and procedures, Client will provide the necessary hardware for the deployment, a desk, access to office space, and an internet connection.
- Provide all required technology needs, connectivity, and network access to all relevant Client applications necessary for the deployment. The CSLLC consultants will have access

to software including security rights and passwords where required in order to complete the deployment. CSLLC resources will provide their own laptops. If Client owned laptops or virtual machines are required to be used, this may result in a Change Order.

- f. Be responsible for workstation compliance to Workday's minimum requirements. Client has determined their technical needs will be met, and internal systems and policies, as well as third-party vendors, are compatible with Workday. Any technical issues which may arise during implementation are to be resolved by Client.
- g. Lead the coordination with any Client's third-party vendor involvement required to complete the Services. Client understands that some of their third-party vendors may charge fees for the completion of Services and such fees are the sole responsibility of Client.
- h. Unless otherwise agreed by CSLLC's internal security organization, the Client shall use CSLLC's secure transfer site for the secure exchange of sensitive employee data with the CSLLC support personnel. Client will agree to limit use for data conversion or production support purposes only for the duration of the activities required. CSLLC will inactivate the secure transfer site within thirty (30) days after the support activities are completed. Client will not use CSLLC's site for the transmission of any integration files for third-party vendors. CSLLC is not responsible for back up, archiving, or maintenance of files stored on the secure transfer site. In the event CSLLC utilizes its internal "Daytona" tool for data conversion ("Daytona"), Daytona and all of its components must be installed on the CSLLC secure cloud server and utilized solely within CSLLC's secure transfer site. Further, Daytona IP addresses must be added to the tenant whitelist. Daytona uses its own implementer account that must be excluded from multi-factor authentication.
- i. Use CSLLC provided central repository solution for non-sensitive project document sharing and CSLLC's secure transfer site for the secure exchange of sensitive Client employee data with the CSLLC project team.
- j. Be responsible for any job catalog and/or compensation restructuring efforts, with initial draft of restructure completed by the start of project. If support is needed from the CSLLC project team and/or these milestones are not met, this may result in a Change Order and potentially impact the Timeline.
- k. Seek to minimize the amount of plan and/or Client changes during the course of the project, with any changes finalized by the end of the Architect & Configure stage. If this milestone is not met, this may result in a Change Order and potentially impact the Timeline.
- l. Perform all of the Client responsibilities in the stages identified, and per the project plan including, but not limited to, sign off at the completion of each stage, provision of data files, provision of test scenarios, execution of test scenarios and integration testing.
- m. Be solely responsible for testing, which shall include configuration, business processes, data, reports and integrations. Client will provide written acceptance of test results to CSLLC prior to any Move-to-Production.
- n. In the event CSLLC is required to assist Client with Production updates Client will provide written approval if CSLLC's assistance is required during Client's Hypercare activities. Upon completion of Production updates, Client will verify Production results and shall be solely responsible for Production accuracy. Client shall provide written acceptance to CSLLC after such Production updates have been completed.
- o. Adhere to the outlined meeting schedules defined in the Section 2.0 Services and Responsibilities table; any variation could result in an impact to cost and the Timeline.
- p. Coordinate participation from key stakeholders and project team to attend a CSLLC led alignment workshop and CCS per functional area. If additional workshops or sessions are needed, the Client Project Manager will work with the CSLLC EM to determine impact to project hours and the Timeline.

- q. Use CSLLC tools and templates. If Client requires CSLLC to utilize Client specific/owned tools and templates, the Client Project Manager will work with the CSLLC EM to determine impact to project hours.
- r. Tax filing will be handled by the Client. Workday does not currently support tax filing as part of the core Workday payroll module and only provides basic tax balancing reports as part of the delivered payroll module.
- s. If 1099 tax elections and payroll processing are required, those will be handled by the Client. Workday does not currently support 1099 tax elections or processing as part of the core Workday payroll module.

Integration Assumptions

- a. Project integration estimates will be reviewed at the completion of the Architect & Configure stage. Adjustments may be required after further analysis and any possible changes to Scope. If a configured integrations template does not satisfy Client's unique requirements, a custom integration will be a viable solution and can be built at an additional cost.
- b. Client integration functional owners are available for integration discovery and design sessions throughout the Plan and Architect & Configure stages.
- c. Inbound integrations are scoped using Workday standard fields. If Workday custom objects are needed to store data, the integration effort may need to be revised.
- d. Workday required performance testing is not in Scope.
- e. Requirements and specifications for all in Scope integrations will be available at the start of the Plan stage.
- f. Integrations (both CSLLC and Client owned) may be separated into batches depending on priority, critical and Timeline impacts; the Timeline could be adjusted due to delays in requirements or Client accessibility. Batches will have varying timeframes to accommodate prioritization and architect workshop schedules to reduce rework. Wherever possible, integrations which directly impact payroll results should be given priority in order to ensure applicable integrations are ready prior to the start of Parallel Testing.
- g. Integrations dependent upon FDM may follow separate milestones and testing cycles.

Authentication Assumptions

- a. CSLLC will advise Client of the Workday options for a single sign-on solution and will perform the applicable authentication setup within the Workday tenant.
- b. Client is responsible for all implementation work outside of the Workday tenant (e.g., Security Assertion Markup Language ("SAML") setup, identity server). Client will provide the appropriate resource commitments and skill sets depending on the single sign-on option selected during design.

Testing Assumptions

- a. Client will provide a Test Lead unless otherwise stated in this SOW who is responsible for overseeing test scenario creation and consolidating scenarios to be used for End-to-End, User Readiness review, Parallel and Regression Testing, managing testers, and reporting out testing metrics.
- b. Client and CSLLC will implement a Change Control Process to review and approve proposed enhancements coming out of testing to identify the priority and potential impact to the Timeline, resources and level of effort prior to changes being made.

- c. Client will finalize and sign off on End-to-End Testing prior to entering Parallel Testing. Exceptions must be agreed upon by CSLLC if additional End-to-End Testing is required prior to entering Parallel Testing.
- d. If testing is not complete within the time specified in the Timeline, a Change Order may be required.
- e. Client will coordinate participation from project testers to be co-located together on a remote basis, or at a mutually agreed upon shared site if CSLLC is able to travel in accordance with its internal policies and procedures. If additional support locations are needed for testing, the Client Project Manager will work with the CSLLC EM to determine impact to project hours and the Timeline.
- f. When a Workday update occurs, the only additional changes which will be included in the project are those which are automatically required by Workday. Any additional functionality is out-of-Scope.
- g. End to end payroll testing will include representation across bargaining groups, and inclusion of examples for all pay codes and deduction types. This includes those that only happen once or a few times per year.

Launch Deployment Approach Assumptions

- a. CSLLC team will utilize Workday's leading practice pre-configured recipes to build the Foundation tenant and conduct the alignment sessions in the Architect & Configure stage. The approach for the alignment sessions will be to review pre-configuration and then align areas which are in Scope but are not part of the pre-configuration.
- b. Client agrees to utilize Workday's delivered business processes across the enterprise with only limited changes to the listed modifiable business processes noted in the Scope of this SOW until after Hypercare has completed. Limited changes are defined only as removing process steps, adding approval or review steps (limited to three (3) per modifiable business process), adding "To-Do" steps (limited to five (5) total), low complexity condition rules (defined as three (3) or less lines of logic), or changing approvers or removing initiating Workday security groups. Limited changes do not include creating rule-based business process definitions (alternate workflows), calculated fields, custom notifications, changing Workday security (other than what is defined above), adding additional process action steps, or complex conditional rules necessary to meet Client's unique requirements. Client may acquire additional Services to make such changes or may make such changes themselves in the Production tenant.
- c. The Workday pre-configured content will be leveraged as the basis for design and configuration within the Scope of this project. CSLLC will not be performing a traditional fit gap on Client business requirements. If the pre-configured tenant is not appropriate for Client, as determined by Client, a Change Order for additional Services may be required. Client is ultimately responsible for verifying that the pre-configured content is appropriate.
- d. Integrations to be designed to current-state requirements and not reformatted during the Timeline unless Workday delivered templates are available for deployment or current-state is no longer supported.

CSLLC Accelerated Data Services Assumptions

- a. Client project members should start building a plan to extract data from current systems as soon as this SOW is executed.
- b. Client is responsible for extracting data from the Client's current system(s).
- c. Client must participate in mapping conversations and a knowledgeable resource on the Client team must be available in the first four (4) weeks of the project to speak to legacy data definitions.
- d. Client extracted data will be loaded/entered into applicable workbooks for data cleansing and validation by Client.
- e. Client is responsible for validation that data is mapped to the correct fields through validation and testing.
- f. CSLLC's Data Conversion Team is responsible for loading applicable Client data into Workday for the builds outlined in this SOW.
- g. CSLLC's Data Conversion Team is not responsible for data catchup or other conversion activities to correct and/or make current data that was provided by the Client. The Client owns catch up transactions.
- h. CSLLC will notify the Client when best practice is not being followed for data conversion and mapping. CSLLC is not responsible for Clients not following best practice recommendations.

Parallel History Assumptions

- a. Payroll history that is loaded into Workday will include all earnings, deductions, taxes, and employer paid contributions and/or benefits.
- b. A subset of the employee population will be used for the purposes of balance limit testing, based on payroll history loaded, during Parallel Testing. This subset should include representation across each federal/state/locality the Client currently processes payroll for
- c. All payroll history will need to be provided in CSLLC's Microsoft Excel payroll history workbook.
- d. CSLLC's tools have functionality that will assist the Client with balancing by a unique company Federal Employer Identification Number (FEIN).

Reporting Assumptions

- a. CSLLC will enable Workday delivered security for all Workday delivered standard reports related to the in Scope functionality.
- b. CSLLC defines a custom report as "a Workday delivered report that needs to be modified or enhanced and that modification or enhancement replaces the Workday delivered report, or a report that requires building from scratch."
- c. Reports are limited to then-available report data sources and custom report fields.
- d. If custom reports are in Scope, CSLLC will review the requirements and work with Client to assist with the design and configuration of custom reports as identified during the Architect & Configure stage. If additional assistance is required from CSLLC above the effort and resources allocated in this SOW to build the reports, this will result in a Change Order. CSLLC will provide KT to the Client of any CSLLC assigned custom developed reports to help prepare the Client for any future reporting requirements. Client will attend Workday report writer training prior to developing any custom reports.

Workday Security Assumptions

- a. Client will utilize the Workday security roles in the delivered Workday tenant, with no changes to existing Workday security roles or creation of custom Workday security roles until after Move-to-Production occurs. Client may acquire additional Services to make such changes, or the Client may make such changes.

Financial Planning Assumptions

- a. Financial data and hierarchy data must reside in Workday.
- b. Client must complete the *Getting Started: Introduction to Modeling, and Operational Modeling Basics*, course in the Adaptive Insights LMS prior to the project kickoff.
- c. Client is expected to login to their Adaptive instance to validate access.
- d. Client will specify the processes, formats, formulas, data flows and logic required in the form of a Microsoft Excel file and other documented examples for all in Scope processes.
- e. Client will provide data for the initial imports in the appropriate Adaptive Insights workbook format.
- f. If Client uses an outside data source and an integration must be developed, the following assumptions apply:
 - i. Complete the *Integration Framework Fundamentals* course in the Adaptive Insights LMS prior to the project kickoff.
 - ii. A technical resource with understanding of the source system data model and extract technology must be available during the project to develop or enhance the source system extracts (i.e.: review Structured Query Language (SQL) queries or web service calls).
 - iii. Provide business rules for extraction and transformation of source data for the software.
 - iv. Provide a SME with knowledge of the planning model to provide information on data expected by the sheets and to assist in data validation.
 - v. On premise integration (on premise data source(s)):
 - Provide server/virtual machine/other for integration configuration, testing and Production.
 - Ensure that server complies with the data agent requirements defined in the document provided.
 - Provide remote access to integration during the project.
 - vii. Non-Workday hosted integration (hosted service data source(s)):
 - Ensure source system Application Programming Interfaces (“APIs”) are licensed and available to Adaptive (hosted data source(s)).
 - Provide access to and credentials for database or API access to the source.
 - Active cyber physical system supports Client during data validation phase validating three (3) months of history.

6.0 Term and Termination

- a. This SOW shall commence on the Start Date identified above and shall continue through September 3, 2027 (the "Term"), unless terminated sooner pursuant to the Agreement.

7.0 Pricing

- a. CSLLC will invoice and Client shall compensate CSLLC on a Fixed Fee basis as set forth herein for Services rendered. This price is inclusive of any and all associated charges and fees which CSLLC may experience during the fulfillment of this SOW, with the exception of Section 8.0 Expenses. Pricing is based on the Project Schedule defined in this SOW; any changes to the Project Schedule will require a modification in price. Invoices will be paid subject to the terms and conditions of the Agreement. Total cost of the engagement is listed in the Milestones and Events table below.
- b. Payments will be made according to the following schedule:

Fixed Fee and Invoicing				
Milestone / Event	Invoice Date	Invoice Amount	CSLLC Investment	Total Invoice Amount
Project Commencement	10/27/2025	\$ 596,708	-\$60,000	\$ 536,708
Strategy Stage: Strategy	12/5/2025	\$ 596,708	-\$45,000	\$ 551,708
Plan Stage: Delivery of Plan Artifacts	2/6/2026	\$ 596,708	-\$45,000	\$ 551,708
Architect & Configure Stage: Delivery of Design Artifacts	5/21/2026	\$ 596,708	-\$45,000	\$ 551,708
Architect & Configure Stage: Delivery of End-to-End Tenant	8/28/2026	\$ 596,708	-\$30,000	\$ 566,708
Test Stage: Completion of End-to-End Test	2/26/2027	\$ 596,708	-\$30,000	\$ 566,708
Test Stage: Completion of Parallel Test	4/30/2027	\$ 596,708	-\$15,000	\$ 581,708
Deploy Stage: Completion of Move-to-Production (Go-Live)	6/11/2027	\$ 596,708	-\$15,000	\$ 581,708
Hypercare support: Completion of Project	9/3/2027	\$ 596,708	-\$15,000	\$ 581,708
Project Total		\$ 5,370,372	-\$300,000	\$ 5,070,372
Estimated Expenses				\$200,768
Grand Total				\$ 5,271,140

CSLLC has included 400 hours as a contingency for Integrations and Reports that may be needed. If these are not needed, a negative Change Order can be created to have these removed prior to the last invoice.

- c. Invoices will be emailed to the following address(es): kristen.poe@chandleraz.gov, traci.tenkely@chandleraz.gov. Any other mailed correspondence will be delivered as follows below:

Information Technology, City of Chandler, Arizona
PO Box 4008MS 301, Attn: Kristen Poe, Traci Tenkely
Chandler, AZ 85244

- d. Any additional Services rendered in addition to the implementation Scope as defined in this SOW will only be performed after the Parties agree to a Change Order utilizing the rate table to build the cost as identified below:

Rate Card	
Executive	\$380
Strategy Architect	\$352
Portfolio Director	\$320
Strategy Manager	\$312
Senior Functional Architect	\$328
Functional Architect	\$284
Engagement Manager	\$264
Senior Principal Consultant	\$232
Principal Consultant	\$204
Consultant	\$168
Project Associate	\$156
Associate	\$152

- e. Any and all fees associated with Client's e-invoicing, portal, or payment solution will be the responsibility of Client, without dispute. CSLLC will provide all necessary documents or invoices to confirm the fees, if such fees are incurred.
- f. Confirmation will allow for timely and accurate invoice submission. If Client requires a PO#, Client will send a copy of the PO# to accounts-receivable@collaborativesolutions.com.

Milestone/Event Definitions

Project Commencement: This milestone is achieved on the signing of this SOW by Client.

Strategy Stage: Strategy:

- a. Delivery of Executive Readout

Plan Stage: Delivery of Plan Artifacts: This milestone is achieved after the following is complete:

- b. Draft Project Schedule and plan
- c. Foundation tenant build complete

Architect & Configure Stage: Delivery of Design Artifacts - This milestone is achieved after the following is complete:

- a. Foundation alignment sessions
- b. Configuration based on foundation alignment sessions
- c. CCS conducted

Architect & Configure Stage: Delivery of End-to-End Tenant: This milestone is achieved after the following is complete:

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

Test Stage: Completion of End-to-End Test: This milestone is achieved after the following is complete:

- a. Execution of test scenarios or timeframe for End-to-End Testing has lapsed
- b. Cutover-plan drafted

Test Stage: Completion of Parallel Test: This milestone is achieved after the following is complete:

- a. Timeframe for Parallel Testing has lapsed
- b. Any issues reasonably identified as preventing progress to Production have been addressed or mitigated. Start of any Services in the Deploy stage will be deemed as completion of this milestone
- c. Cutover-plan finalized

Deploy Stage: Completion of Move-to-Production (Go-Live): This milestone is achieved after the following is complete:

- a. Production Workday system is available to any Client employees

Hypercare: Completion of Project: This milestone is achieved after the following is complete:

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

CSLLC will present the applicable Deliverables to Client and Client will have Five (5) business days to provide a specific list of reasonable issues to be remedied. CSLLC will address issues and resubmit the deficient Deliverables. After five (5) business days, should Client not provide a list of issues, the Deliverables will be deemed complete. Use of the Deliverables by Client will deem the Deliverables as completed.

8.0 Expenses

Client will reimburse CSLLC for its reasonable out-of-pocket travel expenses incurred in connection with the provision of the Services in accordance with then applicable GSA schedule and rates, which shall be made available to Client upon request. This will include CSLLC's management personnel for purposes of project oversight. Specific travel recommendations will be planned and discussed between the CSLLC EM and the Client Project Manager. Such agreed to travel recommendations shall not require additional Client pre-approval. All fees or penalties incurred due to cancellations or changes of travel at Client's request shall be invoiced to Client. The Expense Estimate provided in Section 7.0 is a budgetary estimate only.

9.0 Signatures

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

Collaborative Solutions, LLC

City of Chandler, Arizona

Antonia Plazibat

Authorized Signature

Authorized Signature

Antonia Plazibat

Name

Name

Chief Legal Officer

Job Title

Job Title

October 6, 2025

Date

Date

Approved as to Form:

City Attorney

JMB

Attest:

City Clerk

Appendix A – Description of Roles

Client Roles

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

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

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

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

Client Team Member	Description of Role
	• Champion adoption and use of Workday Launch delivered business processes • Identify critical changes needed to Workday Launch delivered business processes due to compliance/regulation or business need and provide feedback to CSLLC consultants • Work with CSLLC consultants to help map and load data into Workday • Actively participate in all testing activities • Pre-validate extracted data files prior to providing it to CSLLC; then validate data after it has been converted into Workday solution • Contribute to identifying and executing test scenarios for functional areas • Perform end user training • Participate in all sessions to facilitate organic KT
Technical Team (Integration Lead, Integration Engineers/Developers, and Data Conversion Specialist)	Technical resources perform the following: • Support the conversion and loading of data contained in existing systems • Design and develop custom integrations as outlined within the Scope of this SOW • Develop custom reports • Manage Client communications • Participate in KT • Actively participate in testing activities <i>Note: Resource experience, data quality and the amount of transformation required could impact the actual resources needed to support the data conversion efforts.</i>
Internal Auditor	The internal auditor is responsible for providing compliance-related guidance and expertise to the project team.
Test Lead	The Client Test Lead develops and manages the overall Client test strategy and plan. Responsibilities include: • Establish an approach to testing • Define resource requirements for testing • Establish the test schedule • Conduct overall execution of the Client prescribed Unit, End-to-End (including integrations), User Readiness review, Parallel Test process for Workday payroll and Pre-Production tenant validation • Facilitate testing coordination and progress meetings • Successfully manage defect resolutions • Resolve test issues via coordination of Client and CSLLC teams as required to complete testing for successful completion of Workday test • Define the overall test strategy

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

Appendix B – Integrations and Custom Reports

Integrations

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

ID#	Integration Name	Third-Party Vendor	Functional Area	Integration Data Type	Tool	Owner	Cloud Connector Name	Notes
INT001	Basic SSO/SAML Setup	TBD	Security	Basic SSO SAML Setup Outbound Custom	Setup	CSLLC		
INT002	Active Directory Outbound	Azure	HCM	Active Directory Outbound Cloud Connect	CC	CSLLC	Directory Service	
INT003	Active Directory Inbound	Azure	HCM	Active Directory Inbound Custom	Studio	CSLLC		
INT004	E-Verify	E-Verify	HCM	eVerify Outbound Cloud Connect	CC	CSLLC	E-Verify - Employment Verification	
INT005	Medical/Rx Outbound	Blue Cross Blue Shield of Arizona	Benefits	Medical Or Dental Or Vision Or Rx Outbound Cloud Connect	CC	CSLLC	ANSI X12 834	
INT006	Dental Outbound	Delta Dental of Arizona	Benefits	Medical Or Dental Or Vision Or Rx Outbound Cloud Connect	CC	CSLLC	ANSI X12 834	
INT007	Vision Outbound	Vision Service Plan (VSP)	Benefits	Medical Or Dental Or Vision Or Rx Outbound Cloud Connect	CC	CSLLC	VSP: Vision	
INT008	Life & AD&D Insurance Outbound	Voya	Benefits	Life Or ADandD Outbound Custom	EIB/DTS	CSLLC		
INT009	STD & FMLA	TriStar	Benefits	STD Or LTD Outbound Custom	EIB/DTS	Client		
INT010	Flexible Benefits Administration FSA Outbound	Flexible Benefit	Benefits	FSA Or HSA Or Transit Or Parking Outbound Custom	EIB/DTS	CSLLC		

		Administrators (FBA)						
INT011	Deferred Compensation 457(b) Employee Census	Nation wide		Retirement Savings Financials Outbound Custom	EIB/DTS	Client		
INT012	Corvel Workers Comp Outbound	Corvel	HCM	Demographic Outbound Custom	EIB/DTS	Client		
INT013	SABA (LEAF) Learning Outbound	SABA (LEAF)	HCM	Demographic Outbound Custom	EIB/DTS	Client		
INT014	Work Number Outbound	Work Number	HCM	Demographic Outbound Custom	EIB/DTS	Client		
INT015	VOYA Evidence of Insurability	VOYA	Benefits	Outbound EOI Custom	EIB/DTS	Client		
INT016	ACA Outbound	IRS	Benefits	ACA Outbound Cloud Connect	CC	CSLLC	ACA Information Returns	
INT017	Retirement Savings Demographic Outbound	Public Safety Personnel Retirement System (PSPRS)	Benefits	Demographic Outbound Custom	EIB/DTS	CSLLC		
INT018	Retirement Savings Health Insurance Information (outbound)	Public Safety Personnel Retirement System (PSPRS)	Benefits	Health insurance elections (outbound)	Studio	CSLLC		
INT019	Retirement Savings Contributions Outbound	Arizona State Retirement System (ASRS)	Payroll	Retirement Savings Financials Outbound Custom	EIB/DTS	CSLLC		

INT020	Payroll ACH Outbound	JP Morgan Chase	Payroll	ACH NACHA Payment Outbound Cloud Connect	CC	CSLLC	WPN - ACH PPD Payment (Enhanced Performance)	
INT021	Payroll Positive Pay without Voids Outbound	JP Morgan Chase	Payroll	Positive Pay without Voids Outbound Custom	EIB/DTS	CSLLC		
INT022	Payroll Check Layout	JP Morgan Chase	Birt	Payroll Check Custom Check Layout_Low	BIRT	CSLLC		
INT023	Time Tracking Outbound - PD	Telestaff	HCM	Demographic Outbound Custom	EIB/DTS	Client		
INT024	Time Tracking Inbound - PD	Telestaff	Time_Tracking	Time Tracking Inbound Custom	Studio	CSLLC		
INT025	New Hire employment record Inbound	NeoGov	Recruiting	ATS Hires and Job Changes Inbound Custom	Studio	CSLLC		
INT026	Financials (AP) Check Layout	Workday	Birt	Financials Custom Check Layout_Low	BIRT	CSLLC		
INT027	Financials Positive Pay without Voids Outbound	JP Morgan Chase	Financials	Positive Pay without Voids Outbound Custom	EIB/DTS	CSLLC		
INT028	Financials ACH Outbound	JP Morgan Chase	Financials	ACH NACHA Payment Outbound Cloud Connect	CC	CSLLC	WPN - ACH CCD Payment (Enhanced Performance)	
INT029	Bank Statement Inbound	JP Morgan Chase	Financials	Bank Statement Inbound Cloud Connect	CC	CSLLC	Import BAI2 Bank Statement	
INT030	1099 Filing Outbound	IRS	Financials	Electronic Filing 1099 Outbound Cloud Connect	CC	CSLLC	Electronic Filing 1099	
INT031	Accela Journals Inbound	Accela	Financials	Accounting Journals Inbound Custom	Studio	CSLLC		
INT032	Ad Hoc Bank Transactions Inbound	Criminal Justice Information System	Financials	Adhoc Bank Transaction Inbound Cloud Connect	CC	CSLLC	Core Connector: Ad Hoc Bank Transactions Inbound (Enhanced Performance)	
INT033	Procurement Cards Inbound	Bank of America	Financials	Credit Cards Masked Inbound Cloud Connect	CC	CSLLC	Import Visa VCF4 File (Scrubbed)	Assumes Visa or MC program
INT034	Purchase Order Layout	Workday	Birt	Purchase Order Custom Layout_Low	BIRT	CSLLC		

INT035	Customer Invoice Layout	Workday	Birt	Customer Invoice Custom Layout Low	BIRT	CSLLC		
INT036	Customer Statement Layout	Workday	Birt	Customer Statement Custom Layout Low	BIRT	CSLLC		
INT037	DocuSign	DocuSign	Security	DocuSign Cloud Connect	CC	CSLLC	DocuSign Integration Template	
INT038	Capital Projects Management Outbound	TBD (Capital Projects Management)	Financials	Suppliers Outbound Custom	EIB/DTS	CSLLC		
INT039	ActiveNet Journals Inbound	Active Net	Financials	Accounting Journals Inbound Cloud Connect	CC	CSLLC	Core Connector: Accounting Journal Inbound	
INT040	CIS Infinity Utility Billing Inbound	CIS Infinity	Financials	Customer Invoices Inbound Custom	Studio	CSLLC		
INT041	Business Registration (CLASS) Inbound	Business Registration (CLASS)	Financials	Other Inbound Custom	Studio	CSLLC		
INT042	Energy CAP	Energy CAP	Financials	Suppliers Invoice Inbound Custom	Studio	CSLLC		
INT043	FASTER	FASTER	Financials	Suppliers Invoice Inbound Custom	Studio	CSLLC		Incoming for fleet invoices and purchase orders
INT044	Lucity – Inventory Management Sales Tax (inbound)	Lucity	Financials	Inventory Transactions Inbound Custom	Studio	CSLLC		
INT045	Invoice Cloud	Invoice Cloud Store	Financials	Adhoc Bank Transaction Inbound Custom	Studio	CSLLC		
INT046	Yardi Outbound	Yardi	Financials	Suppliers Invoice Outbound Custom	EIB/DTS	CSLLC		
INT047	Yardi Inbound	Yardi	Financials	Suppliers Invoice Inbound Custom	Studio	CSLLC		
INT048	Questica outbound	Questica	Financials	Budgets Outbound Custom	EIB/DTS	Client		

INT049	Questica inbound	Questica	Financials	Budgets Inbound Custom	Studio	CSLLC		
INT050	Deferred Compensation 457(b) Contribution & Loan Changes (inbound)	Nation wide	Benefits	Retirement Savings Inbound Custom	Studio	CSLLC		
INT051	Deferred Compensation 457(b) Contributions Outbound	Nation wide	Payroll	Deductions Outbound Custom	EIB/DTS	CSLLC		
INT052	Job classifications and positions Outbound	NeoGov	Recruiting	ATS Positions Outbound Custom	EIB/DTS	Client		
INT053	Time Tracking Outbound - Fire	Telestaff	HCM	Demographic Outbound Custom	EIB/DTS	Client		
INT054	Time Tracking Inbound – Fire	Telestaff	Time Tracking	Time Tracking Inbound Custom	Studio	CSLLC		
INT055	Lucity Update Warehouse Outbound	Lucity	Financials	Inventory Item Master Outbound Custom	EIB/DTS	CSLLC		
INT056	Lucity Printing Services Inbound	Lucity	Financials	Inventory Transactions Inbound Custom	Studio	CSLLC		
INT057	Risk Management – Origami (outbound)	Origami	HCM	Demographic Outbound Custom	EIB/DTS	Client		
INT058	Fleet Commander Employee data for Motorpool vehicles (outbound)	Fleet Commander	HCM	Demographic Outbound Custom	EIB/DTS	Client		
INT059	Access Badge System	Lenel	HCM	Demographic Outbound Custom	EIB/DTS	Client		
INT060	Receipt Processing – DEI	Square	Financials	Adhoc Bank Transactions Inbound Cloud Connect	CC	CSLLC	Core Connector: Ad Hoc Bank Transactions Inbound (Enhanced Performance)	
INT061	Receipt Processing – City Clerk Inbound	Square	Financials	Adhoc Bank Transactions Inbound Cloud Connect	CC	CSLLC	Core Connector: Ad Hoc Bank Transactions Inbound (Enhanced Performance)	
INT062	State Property Tax Payments Inbound	AZ State Treasury	Financials	Adhoc Payments Inbound Custom	Studio	CSLLC		This is manual today.
INT063	Library Receipts Inbound	Envisionware	Financials	Accounting Journals Inbound Cloud Connect	CC	CSLLC	Core Connector: Accounting Journal Inbound	This is manual today.

INT064	ACFR reporting Outbound	Workiva	Financials	OutboundExport financial data on demand	Security	CSLLC		This may only be a report.
INT065	Inventory Label Printing - Locations	TBD (Bartender or NiceLabel Pro)	Financials	Inventory Label Printing Cloud Connect	CC	CSLLC	Inventory Label Printing Locations Template	
INT066	Inventory Label Printing/scanning Outbound	TBD (Bartender or NiceLabel Pro)	Warehouse	Inventory Management	CC	CSLLC	Inventory Label Printing Goods Delivery Groups Template	
INT067	ActiveNet Employee Census Outbound	ActiveNet	HCM	Demographic Outbound Custom	EIB/DTS	CSLLC		
INT068	ActiveNet Payroll Deduction Inbound	ActiveNet	Payroll	Deductions Inbound Custom	Studio	CSLLC		
INT069	W-2 Tax filing Outbound	IRS & State of AZ	Payroll	Tax Filing Outbound Custom	EIB/DTS	CSLLC		
INT070	Timekeeping – Digiaquatics inbound	Digiaquatics	Time tracking	Time tracking inbound custom	Studio	CSLLC		
INT071	Timekeeping – Digiaquatics outbound	Digiaquatics	HCM	Demographic Outbound Custom	EIB/DTS	Client		
INT072	Wellness Administration outbound	TBD	HCM	Demographic Outbound Custom	EIB/DTS	Client		
INT073	Splunk	Splunk	Security		Setup	CSLLC		
INT074	Vertex	Vertex	Financials	Third -Party Tax	CC	CSLLC		
INT075	Contingency Placeholder 1					CSLLC		
INT076	Contingency Placeholder 2					CSLLC		

INT077	Contingency Placeholder 3					CSLLC		
INT078	Fire Re-Inspection Fees, HazMat Billing & Ambulatory Services	ImageTrend	Financials	Customer Invoices Inbound Custom	Studio	CSLLC		
INT079	Customers Landlord Payment Outbound	Yardi	Financials	Customer Payments Outbound Custom	EIB/DTS	Client		
INT080	Customer Invoice Landlord Processing Inbound	Yardi	Financials	Customer Invoices Inbound Custom	Studio	CSLLC		
INT081	Smartsheet Outbound	Smartsheet	Financials	Project/Project Plan/Task/Resource Maintenance Outbound Custom	EIB/DTS	CSLLC		
INT082	COBRA Initial Rights Outbound	TBD	Benefits	COBRA initial rights outbound cloud connect	CC	CSLLC	WEX COBRApont: COBRA (Initial Rights)	
INT083	COBRA Qualifying Events Outbound	TBD	Benefits	COBRA qualifying events outbound cloud connect	CC	CSLLC	WEX COBRApont: COBRA (qualifying events)	

CoC Required Reports and/or EIB Imports - no Vendor Integration Capability

- Quarterly IRS/state tax filing information; CoC will populate form
- Retiree Insurance Subsidy Accounts Receivable - ASRS
- Retiree Insurance Subsidy Accounts Receivable – PSPRS
- Employee Wellness Incentive – Annual \$350 to eligible employee HSA/FSA
- Public Safety Personnel Retirement System (PSPRS) Contribution File
- Elected Official Retirement Plan (EORP) Contribution File
- Airport Billing

Integration Type Key:

- EIB/DTS = Enterprise Interface Builder/Document Transformation Service
- CC = Cloud Connect
- Studio = Workday Studio
- Other = Web services or integration system user setup

The interfaces/integrations required for this project include:

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

Reports

Three (3) specific custom reports are in Scope for this project. The hours identified for custom reporting support is inclusive of design discussions, requirements gathering, configuration, testing and KT.

Prism

The Prism use cases(s) below are included in the Scope of this SOW:

- Up to four (4) Source System Tables
- Use of Existing Security
- Low Transformation Complexity
- One (1) Discovery Board
- One (1) Low Complexity Report
- One (1) Medium Complexity Report
- Two (2) DA Reviews
- Two (2) Migrations

Workday Extend

CSLLC has included up to three hundred (300) hours for the identification, configuration and testing of one (1) use case for Extend.

Appendix C – Sample Change Order Form

Project Change Order

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

Summary

Client:	XYZ Client
SOW/Project Name:	Project ID # / Project Name as it exists in Workday
Change Order #:	C01 (adjust as appropriate)
Project Manager (Client):	Project Manager Name, XYZ Client
Project Sponsor (Client):	Project Sponsor Name, Title
Engagement Manager (CSLLC):	Engagement Manager Name, Collaborative Solutions, LLC ("CSLLC")
Acceptance Due Date:	The date by which Client will need this approved in order to avoid negative Project Schedule impact.
Change Type:	Type of change. For example: <i>integration change, request for additional functionality, change in SOW estimate based on design sessions, etc. (usually more applicable to Phase One (1) or Phase Two (2) projects.)</i> Select one (1): Term Extension (zero (0) budget add)

	Term Extension (additional hours added) Change in Scope (additional hours added) Change in Scope (no additional hours added) Other (detail in request description)
Impact Assessed by:	List those assessing the impact. Normally the CSLLC EM, Functional or Integrations Consultant, and possibly someone on the Client side.
Priority:	High, medium, or low based on need for the change.
Billing:	Select one (1): Bill under current project Bill separately under current project Bill separately under new project
Contract Line Type:	Describe the billing basis. For example: <i>Time & Materials, Fixed Fee, Installment/Milestone, Prepaid, Subscription.</i> For "Bill under current project," the billing basis of this Change Order MUST match the applicable SOW's billing basis.
Is new PO# required?	Select one (1): New PO# (insert PO#) PO# to be created after receiving countersigned documents No new PO# needed

Request Description

<<Describe the change and why it is needed. It is important to describe why this was not estimated correctly in the SOW or where the change occurred. For example:
Adding a new integration for Aetna, COBRA, Qualifying Event. Original integration listed on the SOW addressed only Aetna PPO/HMO, did not specify COBRA. Additional forty (40) hours added to cover COBRA QE.>>
If this CO is for an extension, please include the number of hours and budget remaining on current project.

Business Purpose / Reason for Change

<<Describe the purpose/reason for change and be sure to explain the impact to NOT doing the change. For example:
Client offers COBRA coverage for any employees eligible for a COBRA Qualifying Event; this was not included in the original SOW estimate. If Client does not approve this change Client will not be able to provide COBRA coverage.>>

Impact Assessment

Project Activities Affected:	Describe the additional work that needs to be done. For example: <i>Create one (1) additional integration or three (3) new performance templates need to be configured, etc.</i>			
Deliverables Affected:	Describe Deliverables affected. For example: <i>One (1) additional interface file to be delivered to Aetna will be produced.</i>			
Project Schedule Impact:	Describe schedule impact, if any. For example: <i>Architect & Configure stage will be extended by one (1) week to complete all integrations.</i> Include the original end date and new end date, if extending the term of the SOW.			
Pricing Modifications	Modifications to the Pricing are as follows:			
	Role	Rate	Hours	Cost
	Executive			
	Strategy Manager			
	Senior Functional Architect (Consulting Director)			
	Engagement Director (Portfolio Director)			
	Engagement Manager			
	Functional Architect			
	Senior Principal Consultant			
	Principal Consultant			
	Consultant			
	Analyst			

	Total		<<total>>	
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Payment Terms – If Client is adding hours

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

Assumptions

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

Authorization

Client Authorization Signature	Collaborative Solutions, LLC Authorization Signature
Name	Name
Job Title	Job Title
Date	Date

SAMPLE – Do Not Sign

Appendix D – Detailed Functionality and Data Conversion Scope

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

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

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

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

Foundation

Product	Description	Scope
Foundation	Foundation Features	Payment Elections & Associated Rules
		Pre-Packaged Business Processes
		Workday Assistant (With ISA Opt In). Excludes custom security groups.
		Standard Notification Templates
		Delivered notifications
	Organizations	Organizational Management
		Staffing Management
		Up To fifteen (15) Legal Entities (Companies and Company Hierarchies)
		Up to three hundred (300) Supervisory Organization and Hierarchy
		Up to three hundred (300) Cost Centers and Cost Center Hierarchy
		Up to four (4) Custom Organization Types and Hierarchy
		Locations and Location Hierarchy

Product	Description	Scope
		Region and Region Hierarchy
		Up to three (3) Pay Groups
	Security	Multi-Factor Authentication
		Delivered User and Role Based Security Groups
	Setup	English Language Support
		Global Address Localization
		Mobile
		Currency
		Duplicate Management
	Worker Data	Contingent Worker Types
		Personal Information
		Contact Information
		Position and Job Profile Assignment
		Employee Types
	Reporting	Standard Dashboards & Analytics
		500+ Delivered Reports

HCM

Product	Description	Scope
HCM	Compensation	Basic Compensation Management
		Grade and up to one hundred (100) Grade Profiles
		Single Compensation Package
		Up to one (1) Salary Plan
		Up to one (1) Hourly Plan

Product	Description	Scope
		Up to fifteen (15) Allowance Plans - excluding Reimbursable Allowance Plans
		Up to fifteen (15) One Time Payment Plans
		Delivered Compensation Basis
	Jobs and Positions	Job Catalog (Job Family Groups, Job Families, Job Profiles)
		Position Management Staffing Model
		Management Types & Management Level Hierarchy
	Onboarding	Up to fifteen (15) static documents for Onboarding Review
		Up to two (2) Custom Onboarding Templates
		Up to one (1) Announcements for onboarding
		I-9 Functionality
	Organization	Organizations (Supervisory, Cost Center, Company, Region, Location, Custom) and Associated Hierarchies
		Up to one (1) Exit Survey questionnaire with up to twenty (20) questions, routed to existing security group. Excludes custom reporting of responses
	Security Groups	Up to three (3) Regulatory Required Custom Security Groups
	Setup	Event Categories and Reasons
		Multiple Jobs
		Employee and Manager Self-Service
		Worker Types
		Tenant Branding
		Skills Cloud (With ISA Opt In)

Product	Description	Scope
		Messaging
		Union Tracking (Worker Data Only)
		Delivered Probation Periods
		Contingent Worker Types
		Up to four (4) Funds Associated to Worker / Position as Custom Organizations/Worktags
		Up to four (4) Grants Associated to Worker / Position as Custom Organizations/Worktags
		US Operations Only
	Worker Data	Personal Data, Contact Information, ID Information
		Emergency Contact Information
		Employee Photos
		Delivered Service Dates
		Shifts
	Reporting	Review Delivered Reports
		Enable Delivered Dashboards (Workforce Composition, Report Auditor)
	Modifiable Business Processes	Hire Employee
		Create Position
		Request One Time Payment
		Contract Contingent Worker
		Onboarding (New Hires)
		Termination
		Change Job
		Request Compensation Change
		End Contingent Worker Contract

Product	Description	Scope
		Onboarding Setup
		Edit Position Restrictions
		Add Additional Job
		Edit Position
	Data Conversion	Up to six thousand eight hundred forty-nine (6,849) Active FSE Employees or Contingent Workers Including Current Personal Data, Current Contact Data, and Current Job Record
		Terminated employees who received payment in the current year, and contingent workers with contracts ended in the current year (Using Worker Object)
		Up to three thousand (3,000) Additional Terminated Workers (Using Former Worker Object)
		Attachment of Third-Party Documents
		Compensation – Current Compensation Data and Compensation effective as of Benefits effective date
		Unlimited Job and Compensation History (Using "Previous System History")
		Transactional History excluded

Benefits

Product	Description	Scope
Benefits	Setup	Benefits configured for up to one (1) country
		Plan Year Definition; one (1) for Program Year, one (1) for Ongoing
		Up to five (5) Benefit Groups

Product	Description	Scope
	Plans	Benefit Defaults
		Administer Benefits for most commonly offered plan types, including Health Care (Medical, Dental, Vision), Insurance (Life, Disability), Spending Accounts (Dependent, Health Care), Health Savings Accounts, Retirement Savings, and Additional Benefits Plans (Pet Insurance, Gym Membership, EAP, Critical Illness, and Long term Care)
		Up to thirty (30) Benefit Plans (including Eligibility Rules, Coverage Tiers, Rates, and other components)
		Individual Rates
		Benefit Annual Rates
		Up to three (3) Plan Year Definitions (current year, subsequent year, ongoing plans)
		Healthcare Election Guidance - Configure expanded plan details for up to five (5) Healthcare Plans
	Enrollment	Cross Plan Enrollment Rules
		Enrollment Event Types (including Eligibility Changes, Life Events, and Reinstatement Events)
		Up to one (1) Enrollment Event Rule
		Passive Event Rules
		Up to one (2) Open Enrollments
	Evidence of Insurability	Manage Evidence of Insurability
	Affordable Care Act	Core ACA Functionality: ACA Measurement Periods and Eligibility, Setup for 1094-C and 1095-C Reports

Product	Description	Scope
	COBRA	Manage COBRA Eligibility Designations for Participants Who Lose Coverage
	Modifiable Business Processes	Change Benefits for Life Events
		Change Benefits
		Dependent Event
		Add Retiree Status
		Change Beneficiary
		Change Retirement Savings
		Remove Retiree Status
		Passive Event
	Data Conversion	Current Benefit Elections
		Medical History for Current Year for ACA Reporting
	Retiree Benefits	Up to one (1) Retiree benefit group utilizing a shared plan (does not include Medicare or a surviving spouse plan)
		Up to one (1) Retiree Organization
	Data Conversion	ACA Worker Hours and Wages
		Dependents & Beneficiaries
		Benefit Annual Rates
		Worker Wellness and Tobacco Usage
		Current Compensation Data and Compensation effective as of Benefits effective date

Absence

Product	Description	Scope
Absence	Holiday Calendars	Up to five (5) Holiday Calendars

Product	Description	Scope
		Up to five (5) Holiday Calendar Rules
	Leave of Absence Types	Up to ten (10) Leave Types with up to five (5) with Leave Entitlements limited to Primary Position
	Time Off Plans	Up to ten (10) Accruing Time Off Plans On Primary Position
		Up to 6 (6) Non-Accruing Time Off Plans On Primary Position
	Third-Party Calendar	Absence Third-Party Calendar (Microsoft Outlook or Google Calendar) - Functional Configuration Only
	Modifiable BPs	Correct Time Off
		Request Leave of Absence
		Request Return Leave of Absence
		Request Time Off
	Data Conversion	Time off Balance Conversion Included
		Active Leaves for the Previous twelve (12) Months (balance as of go-live date, not daily conversion). Leave History will be converted for FMLA (12 months) and for Military (2 years rolling)
		Time Off Events are included for Sick SSL and Sick Conversion history; all future dated time offs will be converted at go live

Time Tracking

Product	Description	Scope
Time Tracking	Alerts and Validations	Up to three (3) Alerts
		Up to five (5) Time Entry Validations

Product	Description	Scope
	Schedules and Calendars	Up to three (3) Period Schedules (a.k.a. Pay Schedule)
		Up to twenty (20) Work Schedule Calendars
	Security	Up to two (2) Security Groups to Support Employee Self Service and Manager Self Service
		Up to two (2) security groups to support security requirements related to Web Clocks
	Time Calculations	Up to thirty (30) Time Calculations
		Up to ten (10) Time Calculation Groups
		Up to five (5) Worktags
	Time Entry	Up to six (6) Time Entry Templates
		Up to twenty (20) Time Entry Codes
		Up to ten (10) Time Code Groups
	Reporting	Time and Absence Dashboard
		Review Time Task
	Modifiable Business Processes	Assign Work Schedule
		Enter Time
		Reported Time Batch Event
	Data Conversion	In Scope for Go-Live for specific data.

Payroll (United States)

Product	Description	Scope
Payroll (United States)	Banking	Payment Election Rules
		Up to two (2) Bank Accounts with up to two (2) Routing Rules, Delivered Check Layout

Product	Description	Scope
		Financial Institutions
	Checks and Payslips	Delivered Check and Payslip Layouts
	Costing Allocations	Up to eighty (80) worker costing allocations including: Configuration & Conversion of employee costing allocations across multiple accounting dimensions Testing/Validation of allocations from BP approval through Payroll to the General Ledger
	General Ledger	Fiscal Posting Intervals, Schedules, Summary Schedules, Fiscal Years
		Journal Sources, Ledger, Ledger Types, Account Sets, Account Posting Rules
	Pay Components	Up to one hundred and fifty (150) Pay Components (Earnings and Deductions)
		Net Pay Validation and Arrears
		Pay Accumulations, Pay Balances, Pay Component Groups, Tax Authority
	Payroll Processing	Up to three (3) Pay Groups
		Commitment Accounting to allow for the tracking and control of payroll costs associated with filled and unfilled positions.
		Up to one (1) Run Category
		Off-Cycle Payments
		Retro Processing
		Audit Report Configuration
		Payroll Involuntary Withholding Orders and Deduction Recipients Processing
	Period Schedules	Up to three (3) Period Schedules for Payroll

Product	Description	Scope
		Generate Period Schedule Periods
		FLSA Work Period Calendar Rules
	Tax Reporting	Up to three (3) Companies for Payroll
		Company Federal, State and Local Payroll Tax Reporting (not to exceed 4 states)
		Workday Delivered W-2 Configuration
		Payroll Tax Filing Configuration (Workday Delivered Payroll Tax Period Reporting)
	Modifiable Business Processes	Settlement Run Event
		Assign Pay Group
		Payment Release Event
	Data Conversion	Payroll Balances for Current Year
		Worker Tax Elections
		Withholding Orders Excluded (Manual Data Entry Required)
		Worker Payment Elections
		Current Costing Allocations
		Worker Tax Treaties

Scheduling

Product	Description	Scope
Scheduling	Product Scope	Customer is on Workday HCM.
	Regions	The Countries in Scope are United States
		Up to one (1) time zones in Scope.
	Worker Count	Up to two thousand (2,000) workers in Scope

Product	Description	Scope
	Organizations	A re-organization of the Supervisory Organization structure, and/or Custom Organization structure is not in Scope for this deployment.
	Eligibility	There are 1 Schedule Tag Types in Scope for this deployment.
	Business Processes	Workers will track their availability in Workday.
		Workers will track their Preferences in Workday.
		Workers will leverage the Open Shift/Take Back Shift/Cover Shift and/or Swap Shift Business Processes.
	User Experience	Employee Self service is in Scope.
		Manager Self Service is in Scope.
	Mobile	Workday Mobile is in Scope.
	Data Conversion	Worker Availability will be loaded prior to Go-Live.
		Worker Preferences will be loaded prior to Go-Live.
		Worker Overrides will be loaded prior to Go-Live.

Workday Journey

Product	Description	Scope
Workday Journey	Journey Path	Delivered Transition to New Manager Journey
	Journey Builders	Up to three (3) Journey Builders deployed to all populations
		Up to four (4) Journey Step Groups per Journey Builder
		Up to ten (10) Journey Steps within each step Group
	Journey Setup	Mass Operation Management preparation, including up to one (1) audience custom report

Product	Description	Scope
	Modifiable BP	Business Process Action Step configuration
		Journey Distribution Business Process (ad hoc distribution)
	Data Conversion	Not Applicable

Workday Help

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

People Analytics

Product	Description	Scope
People Analytics	Setup	Workday shall deploy the People Analytics functionality in Customer's implementation tenant.
		Workday shall migrate the People Analytics functionality to Customer's Production tenant.

Accounting

Product	Description	Scope
Accounting	Allocations	Up to five (5) Allocation Definitions
	Book Codes and Books	Multi-Book Accounting (GAAP and non-GAAP)
	Financial Accounting Structure	Ledgers to Track Actuals, Pre-Encumbrances, and Encumbrances
		Balancing by Company and Fund
		Single Primary Chart of Accounts for All Companies
		Two Fiscal Schedules YE 6/30 and YE 12/31
		USD only
	Journals	Import Journals via Spreadsheet
		Up to ten (10) Custom Validations
	Statistics	Up to two (2) Statistics definitions
	Modifiable Business Processes	Accounting Journal Event
		Accounting Adjustment Event
		Accounting Journal Unpost Event
	Data Conversion	Single Summarized Journal for Each Company Per Period with a Maximum of One Fiscal Year Plus Current YTD

Product	Description	Scope
		Transactional Journals Not Converted

Banking & Settlements

Product	Description	Scope
Banking & Settlements	Bank Reconciliation	Bank Reconciliation (automated and manual)
		Foundation Delivered Bank Reconciliation Matching Rules (2) and First Notice Rules (3) only (Parsing Rules Excluded)
	Banking Setup	Bank Account Management
		Financial Institutions to Correlate with Bank Accounts
		Up to 10 Bank Accounts
	Settlement	Settlement
		Bank Routing Rules
		Bank Account Transfer / Bank Account Transfer for Settlement
		Positive Pay
		Settlement Event
		Bank Account Transfer for Settlement
		Bank Account Event
		Ad Hoc Payment Event
	Modifiable Business Processes	Ad Hoc Bank Transaction
		Beginning Bank Statement Balance
		Unreconciled Open items

Budgets

Product	Description	Scope
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Budgets	Loading Plans	Import Budget via Spreadsheet
		Up to ten (10) Custom Validations
	Plan Setup	Financial Budget only
		Up to 2 Plan Structures (One for Summary, One for Detail)
	Plan Templates	Up to 4 Plan Templates (Two for Adopted Detail/Summary, Two for Amended Detail/Summary)
	Modifiable Business Processes	Plan Event
		Budget Amendment Event
	Data Conversion	Current Year Budget Data

Capital Assets

Product	Description	Scope
Capital Assets	Asset Accounting	Asset Sharing
		Asset Book Rules
		Asset Adjustments
		Multi Book Asset Accounting
	Asset Maintenance	Asset Reclassification
	Capital Assets Tracking	Asset Custodianship
		Pooled Assets
		Asset Transfer
	Modifiable Business Processes	Asset Registration
	Data Conversion	Active Capitalized Assets
		Tracked Expensed Assets (No Cost)

Customer Accounts

Product	Description	Scope
Customer Accounts	Cash Sales	Cash Sale
	Customer Collections	Customer Invoice Maintenance
		Customer Statement
		Receivable Write Off
		Receivable Aging
		Collections and Dispute Activities
		Customer Portal
		Interest and Late Fees
	Customer Invoices	Customer Invoice (Delivered Template, not custom)
		Up to ten (10) Custom Validations
		Dunning Letters (Delivered Template, not custom)
	Customer Payments	Customer Payment Processing
		Delivered Auto-Apply Payment Rules Only
		Customer Deposit
	Customer Refunds	Customer Refund
	Modifiable Business Processes	Bad Debt Write off Event
		Customer Event
		Customer Invoice Event
		Customer Refund Event
	Data Conversion	Open Account Receivables Items
		Customers With Activity Within 6 Months Prior to Go-Live

Supplier Accounts

Product	Description	Scope
Supplier Accounts	1099 Reporting	1099 Adjustment
		1099 Suppliers
	Supplier Contracts	Supplier Contracts (Scheduled or Manual Invoice Contract Types Only) Leased Supplier Contracts not included
	Supplier Invoices	Recurring Supplier Invoice
		Supplier Invoice Attributes
		Supplier Invoice Retention
		Prepaid Spend Amortization
		Up to ten (10) Custom Validations
		Remittance Advice (Standard Format CSV File)
		Supplier Invoice Matching Rules (5)
	Suppliers	Purge Supplier Information
		Supplier Connections
		Supplier Request
		Supplier Portal configured in Strategic Sourcing
	Modifiable Business Processes	Supplier Invoice
		Supplier Change Event
		Recurring Supplier Invoice
		Supplier Event
		Supplier Request Event
	Data Conversion	No open Accounts Payable conversion
		Up to one hundred (100) Open Supplier Contracts

Product	Description	Scope
		Current year to date 1099 balance
		Up to one thousand (1000) Suppliers and Supplier Connections for those suppliers within 6 months prior to Go-Live

Customer Contracts

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

Expenses

Product	Description	Scope
Expenses	Expense Credit Cards	Spend Authorization

Product	Description	Scope
	Expense Rate Tables	If Corporate Liability card exists, then you must purchase related integration
		Up to fifteen (15) Expense Items
	Expense Reports	Per Diem and Mileage Rate Tables Based on Standard GSA Rates
		Processing of Expenses Reports for Workers
		Up to ten (10) Custom Validations
		Up to five (5) Custom Expense Item Attributes
		Expense Report Instructions
		Mobile Enablement
		Note: If Credit Card Integration(s) is included In Scope, it will be for Expenses related to Worker T&E Expenses Only
	Modifiable Business Processes	Expense Report Event
	Data Conversion	Worker Payment Elections for Expense Payments

Inventory

Product	Description	Scope
Inventory	Inventory	Inventory for internal consumption only, not for retail or resale
		Perpetual average cost valuation method
		Inventory fulfillment
		Sourcing requisitions from inventory
		Inventory replenishment
		Put-Away rules

Product	Description	Scope
	Inventory Counting	Ad-hoc and Cycle inventory counts
	Inventory Setup	Up to two (2) inventory sites and up to one thousand five hundred (1,500) stocking locations
		Up to one thousand five hundred (1,500) purchase items, stock and non-stock, including item identifiers, stocking units of measure, and unit of measure conversion factors
		Inventory adjustment reasons, ad hoc adjustment reasons
	Modifiable Business Processes	Quick Issue
		Inventory Stock Request Event
		Inventory Pick List Event
	Data Conversion	Data conversion of inventory balances

Procurement

Product	Description	Scope
Procurement	Procurement Setup	Punchout Configuration – up to 1 Punchout Vendors
	Purchase Orders	Purchase Order (Delivered Template, not custom)
	Receipts	Receipt
	Requisitions	Configure up to 5 requisition types
	Supplier Contracts	Supplier Contract (Excludes Lease Supplier Contracts)
	Suppliers	Supplier Invoice Matching Rules (5)
		Matching Override
		Supplier Retention
		No Supplier Portal
	Modifiable Business Processes	Requisition Event

Product	Description	Scope
		Change Order Event
		Supplier Contract
		Purchase Order Event
		Supplier Accounts Match Event
		Supplier Contract Amendment
		Supplier Accounts Match Exception Override Event
		Receipt Event
	Data Conversion	Up to one hundred (100) Open Approved Purchase Orders
		Up to three hundred (300) Open Supplier contracts

Projects

Product	Description	Scope
Projects	Project Setup	Capital Projects only
		Up to ten (10) Custom Validations
		No Project Budgets
	Modifiable Business Processes	Create Project
		Edit Project
	Data Conversion	CIP – Construction in Progress
		Active Projects & Project Assets at Time of Go-Live

Workforce Planning

Product	Description	Scope
Workforce Planning	Metrics	Start / Hire and End dates Headcount FTE Attrition, Grade salary range

Product	Description	Scope
	Compensation Calculations	Tenure, Leave of Absence Cost per headcount / Revenue per headcount, etc. Average time to hire
		Up to two (2) Personnel Expense models (current roster and open positions) - With up to three (3) Employee Groups: Salary, Hourly and Contingent Labor. - Up to five (5) Labor Unions included in scope
		Manual Data Entry for Transfers, Splits, Planning Allocations by Level (Single-Step, Not Sourced from Workday Payroll) Manual changes made in one version do not persist upon a refresh of data from source.
		Fringe Benefits and Tax Rates: - Fringe Benefits are calculated as a percent of total pay or flat amount based on location. - Taxes are calculated as a percent of total pay. - No caps on benefits or taxes.
		Merit and Bonuses are calculated as a percent of total pay based on role, worker or total company.
	Structure	Budget and Forecast up to one (1) year out. All planning periods will use a common / single methodology.
		Top Down (by level and two (2) dimensions) and Bottoms Up. Trended Workers for historical reporting by headcount
		Planning occurs in time periods of months, quarters or years

Product	Description	Scope
		Consistent Calendar and HR Metrics across the organization
		Supervisory Organization is required as a structural element either as a dimension or level
		Up to twenty (20) Legal Entities and 20 Entity Currencies (Single Currency per Entity, Single Currency per Worker)
	Security	Enable security on Levels and configure Dimensional Access Control for up to one additional dimension
	Reporting	Conduct up to 6 remote hands-on workshops (up to two hours each) to walk-through building reports/dials/dashboards. - Provide best practice guidance around design - Consult with Customer on specific dial design challenges; - Help Customer with how-to questions. - Reports and Dashboards to be completed by Customer prior to End to End Testing.
	Training and Enablement	Admin training: includes training for up to 10 power users on administrative responsibilities and maintenance of the system for up to 4 hours.
		End-user documentation and end user training
		Final review & testing: Support of Customer UAT scripts development

Product	Description	Scope
	Workday Data Management	Workday shall configure the automation synchronization of the following metadata and data: - Metadata: Accounts - Metadata: Levels - Metadata: Dimensions & Attributes (up to twenty (20)) - User Sync
		Workday shall define and configure required advanced reports and Workday Data Source for the following sources of data within the Customer's Workday Tenant: - Import current personnel roster - Import open positions / requisitions - Import Fx Rates
	Not Included	Payroll or Payroll Costing Allocations as a source General Ledger as a source Advanced Compensation Eligibility Rules as a source Action Events as a source

Grants

Product	Description	Scope
Grants	Awards	Award Contracts and required attributes
		Award Schedules
		ALN Assistance Listing Number
		No Award Plan Structure and Award Budgets
	Sponsor Billing	Award Billing for Cost Reimbursable and Fixed Cost Awards
		Sponsors

Product	Description	Scope
	Sponsor Payment Processing and Application	Sponsor Payment Processing
	Modifiable Business Processes	Award Event
		Award Correction
		Award Amendment
		Security Roles and Assignments for Award and Grant reporting and routing
	Data Conversion	Grants/Grant Hierarchies, Roles Assignments
		Open Sponsor Invoice Balances
		Sponsors associated to Active Awards
		Award Contracts active at Go-Live
		No Award Life to Date Conversion. Balances will be included in GL Conversion

Strategic Sourcing

Product	Description	Scope
Strategic Sourcing	System Configuration	Configure global settings
		Configuration of Single Sign-On access. Workday will be primarily responsible for configuration of Single Sign-On (SSO) access
		Configuration of API Tokens for Supplier Connector.
	Suppliers	Configure custom field groups and custom fields required for the Supplier Profile
		Provide Supplier import template.
		Import up to thirty thousand (30,000) Suppliers. Supplier import is only in Scope if the Supplier Connector is out of Scope

Product	Description	Scope
	Strategic Sourcing	Configure RFx Template(s), including the description, questionnaires & worksheets
		Configure up to two (2) RFx templates
	Pipeline Projects	Edit default fields and configure custom fields & custom field groups
		Configure up to three (3) Pipeline Project Types
		Customize Project layouts
		Configure Financial Details settings
		Provide Project import template
		Data must be formatted per Workday's import template requirements & data validations
		Import up to five thousand (5000) Pipeline Projects. Workday will be primarily responsible for loading Pipeline Projects

Product	Description	Scope
Contract Lifecycle Management	Workflow Intake Configuration	Configure up to 5 workflows total to support up to 5 contract types
		Configure up to 50 workflow dynamic fields per contract type
	Folder Structure and Security	Establish segmented user security for up to 5 document folders
		Support migration of up to 5,000 contract document files (maximum contracts under management dependent on separate agreement with Workday)
	Dashboards	Configure up to 10 dashboards
	Contract Intelligence	Configure up to 15 AI models (maximum number available)

Product	Description	Scope
		dependent on separate agreement with Workday)
		Assist workstream leads in AI model training



MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”), dated as of October 27, 2025, is made by and between **City of Chandler, Arizona**, a municipal corporation with its principal office located at 175 South Arizona Avenue, Chandler, Arizona 85225, United States of America (“Client”), and **Cognizant Worldwide Limited**, a United Kingdom limited liability company with its principal office located at 280 Bishopsgate, Liverpool Street, London EC2M 4AG, United Kingdom (“CWW” or “Cognizant”). In addition, **Cognizant Technology Solutions U.S. Corporation** (“CTS US”) shall execute this Agreement together with Cognizant solely for the purpose of acknowledging that CTS US is authorized to perform for Cognizant any Services to be provided to Client in the United States of America pursuant to a relevant Statement of Work (as defined below), which CTS US or another U.S. Affiliate may also execute for such purpose as provided in Section 1.1. For the purposes of this Agreement, Client and Cognizant may each be referred to as “Party” or, collectively, as the “Parties.” The Parties, intending to be legally bound, hereby agree as follows:

1. SERVICES.

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



management, policies and operations of such entity, whether through ownership of voting securities, by contract or otherwise.

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

2. PROJECT SCHEDULE; CHANGES.

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

2.2 Excusable Delays and Failures. Cognizant will be excused from delays in performing, or from a failure to perform, hereunder to the extent that such delays or failures result from causes beyond Cognizant's reasonable control (collectively "Unforeseen Delay Event") if Cognizant provides Client with written notice within ten (10) days of the Unforeseen Delay Event and the period of time that Cognizant's performance will be delayed, to the extent known. Cognizant's performance will be excused solely for the amount of time specified in the Cognizant's written notice. Without limiting the generality of the foregoing and Cognizant's duty to provide notice of Unforeseen Delay Event to Client, Client acknowledges that Client's failure or delay in furnishing necessary information, equipment or access to facilities, delays or failure by Client in completing tasks required of Client or in otherwise performing Client's obligations hereunder or under any Statement of Work and any assumption contained in a Statement of Work which is untrue or incorrect may constitute an excusable delay or excusable failure to perform hereunder and may impede or delay completion of the Services



3. PAYMENT.

3.1 Project Charges and Reimbursable Items. Client shall pay to Cognizant the Charges set forth in each Statement of Work, which such Charges shall be subject to adjustment by Cognizant annually unless otherwise expressly agreed in the applicable Statement of Work. Client will also reimburse Cognizant for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by Cognizant in connection with the Services and any other reimbursable items set forth in each Statement of Work, in accordance with then-current GSA rates. Cognizant will have no obligation to perform any Services when an undisputed amount required to be paid beyond the date such amount is due. Any suspension of Services by Cognizant as a result of Client's failure to make payment as required may extend the due dates of Deliverables and other Services if the due dates are critical to satisfy the Services deadlines under the relevant SOW.

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

3.3 Applicable Taxes. Cognizant will pay all applicable taxes based on Cognizant's net income or net worth. Client 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 Cognizant's responsibility to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.4 Tax Indemnification. Cognizant and all Affiliates will pay all Federal, state, and local taxes applicable to its operation and any persons employed by Cognizant. Where Cognizant has acted with gross negligence or willful misconduct in the collection of taxes from Client, Cognizant will and require all Affiliates to hold Client harmless from any penalty or interest assessed on Client that directly result from such act; provided, however Cognizant shall not be liable for Client's taxes, attorney fees and other related costs.

4. OBLIGATIONS OF THE PARTIES.

4.1 Working Environment. For any Services to be provided by Cognizant at any of Client's sites, Client shall provide Cognizant's personnel with (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including software, hardware and documentation; (iii) provision and maintenance of personal computer ("PC") workstations for such personnel's use; (iv) assistance to such personnel in a timely manner by promptly correcting any hardware or software problems that would affect the performance of Services; and (v) any other items set forth in each Statement of Work.

4.2 Client's Personnel Commitment. Client will ensure that all Client personnel who may be necessary or appropriate for the successful implementation of the Services will, on reasonable



notice, (i) be available to assist Cognizant's personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as outlined in the Statement of Work; (iii) participate in progress and other Service related meetings; (iv) contribute to software and system testing; and (v) be available to assist Cognizant with any other activities or tasks required to complete the Services in accordance with the Statement of Work.

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

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

4.5 Work Authorization/HR Compliance/Relationship Matters. In the event that it is necessary for Cognizant to obtain visas or work permits for Cognizant personnel, Client will cooperate with Cognizant by taking all reasonably necessary actions to facilitate Cognizant's efforts, including, but not limited to, providing, and hereby consents to Cognizant providing to immigration authorities, documentation indicating the nature and location of the work to be performed, the necessity of the work to be performed, and other documentation as may be reasonably required and related to this Agreement (including the existence and terms of this Agreement and the identity of the Parties hereto), and posting such notices as may be legally required (including any legally required notice posting at Client sites from which the parties contemplate services being provided by Cognizant personnel who are foreign skilled workers). Notwithstanding anything herein to the contrary, subject to Client's prior written consent which Client may withhold in its sole discretion, Client hereby authorizes Cognizant to use Client's name and/or logo to internally (within Cognizant) or externally reference to Client as a Cognizant customer and to describe the services provided to Client.



5. OWNERSHIP.

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

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

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

5.4 Client Provided IP and Third Party Items. Client grants Cognizant and its Subcontractors a non-exclusive, paid-up license to use, execute, reproduce, distribute, and prepare derivative works of Client software and third party software licensed to Client as reasonably required to perform Services. Cognizant shall obtain Client's prior written consent before embedding in Deliverables or installing in Client's environment any proprietary third party tools or applications. If any third party tools, applications, utilities and cloud infrastructure are distributed, resold, or provided to Client in connection with this Agreement (collectively, "Third



Party Items”), such Third Party Items shall be provided AS-IS and may be made available to Client under a separate agreement between Client and the licensor of the Third Party Item or made available to Client by Cognizant under a separate agreement or pass-through terms set forth in an SOW, which shall apply to the relevant Third Party Item(s) in lieu of any of the terms of this Agreement. Notwithstanding anything to the contrary herein, Client’s use of each open-source component incorporated by Cognizant into a Deliverable will be governed by, and is subject to the terms and conditions of the applicable open-source license.

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

6. CONFIDENTIAL INFORMATION.

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

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

6.3 Exceptions. The obligations of either Party under Section 6.1 will not apply to information (other than Personal Information) that (i) was in the receiving party’s possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the receiving party, (iii) has been received from a



third party without restriction on disclosure and without breach of agreement by the receiving party, or (iv) is independently developed by the receiving party without regard to the Confidential Information of the disclosing party. In addition, the receiving party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; *provided* that the receiving party (a) gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy and disclosing party will seek a protective order within a reasonable time of written notice, (b) discloses only such Confidential Information as is required by the governmental entity, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

7. DATA PROTECTION

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

8. INDEMNIFICATION.

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

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

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



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

8.5 Indemnification Procedures. The obligations to indemnify, defend and hold harmless set forth above in this Section 8 will not apply to the extent the indemnified party was responsible for giving rise to the matter upon which the claim for indemnification is based and will not apply unless the indemnified party (i) promptly notifies the indemnifying party of any matters in respect of which the indemnity may apply and of which the indemnified party has knowledge; (ii) gives the indemnifying party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof, provided that the indemnifying party shall not settle any such claim or action without the prior written consent of the indemnified party; and (iii) cooperates with the indemnifying party, at the indemnifying party's cost and expense in the defense or settlement thereof. The indemnified party may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice on a monitoring, non-controlling basis.

9. WARRANTY.

9.1 Limited Warranty. Cognizant warrants the following:

- 9.1.1** the applicable Services rendered hereunder will be performed by qualified personnel;
- 9.1.2** the Professional Services performed will substantially conform to any applicable requirements set forth in the Statement of Work for a period of ninety (90) days (the "Warranty Period") following performance of such Professional Services; and
- 9.1.3** during the Warranty Period, the Deliverable(s) will materially conform to the corresponding product specifications set forth in the applicable Statement of Work for such Deliverable.

9.2 Remedies. Cognizant does not warrant that any Deliverable will operate uninterrupted or error-free, provided that Cognizant shall remain obligated pursuant to this Section 9. In the event that any Deliverable or Service fails to conform to the foregoing warranty in any material respect, the sole and exclusive remedy of Client will be for Cognizant, at its expense, to promptly use commercially reasonable efforts to cure or correct such failure. The foregoing warranty is expressly conditioned upon (i) Client providing Cognizant with prompt written notice of any claim thereunder prior to the expiration of the applicable Warranty Period, which notice must identify with particularity the non-conformity; (ii) Client's full cooperation with Cognizant in all reasonable respects relating thereto, including, in the case of modified software, assisting Cognizant to locate and reproduce the non-conformity; and (iii) with respect to any Deliverable, the absence of any alteration or other modification of such Deliverable by any person or entity other than Cognizant.

9.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.1, COGNIZANT DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER SUCH REPRESENTATION, WARRANTY, OR CONDITION BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY,



OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION, WARRANTY OR CONDITION FROM COURSE OF DEALING OR USAGE OF TRADE.

9.4 Responsibility of Client. In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is determined not to be Cognizant's responsibility hereunder (including any problem with Client's third party vendors, Client's computer hardware or software that was not caused by any Services performed by Cognizant), Client will be responsible to pay Cognizant for all costs incurred for all evaluation, correction or other services performed by Cognizant relating to such claim on a time and materials basis at Cognizant's then standard billing rates.

10. LIMITATION OF LIABILITY AND REMEDIES.

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

10.2 Total Liability. In no event shall Cognizant's liability to Client or any other person or entity arising out of or in connection with this Agreement or the Services exceed, in the aggregate, the total fees paid by Client to Cognizant for the particular Service or Deliverable with respect to which such liability relates (or in the case of any liability not related to a particular portion of the Services, the total fees paid by Client to Cognizant under the applicable Statement of Work) in the eighteen (18) month period preceding the last act or omission giving rise to any such liability, whether such liability is based on an action in contract, warranty, strict liability or tort (including, without limitation, negligence) or otherwise. The limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. EMPLOYEES.

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

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

11.3 Subcontractors and Third-Party Providers. In addition to the right to engage Affiliates to provide Services as specified hereunder, Cognizant may engage non-Affiliate third parties which will be responsible for providing a portion of the Services that Cognizant provides to Client



(such as field services and end user support) where such services are not dependent on a product being provided by such third party ("Subcontractors"), provided that such Subcontractors have executed appropriate confidentiality agreements with Cognizant. Cognizant may also (i) engage vendors providing equipment or software (and services in support of such equipment or software) to support the provision of Services and/or (ii) subcontract for third party services or products that are not principally dedicated to performance of Services for the Client, which are not material to a function constituting a part of the Services, do not result in a material change in the way Cognizant conducts its business, or are composed of small scale temporary labor (collectively, "Third Party Providers"). For the avoidance of doubt, Third Party Providers shall not be deemed "Subcontractors" as such term is defined under this Section 11.3. Cognizant may engage such Third Party Providers pursuant to such Third Party Providers' standard terms and conditions. Client shall have an opportunity to review and may agree in writing to be bound by the Third Party Providers' standard terms and conditions to the extent necessary, if at all, for Client to (iii) be able to use of the relevant Third Party Provider's product or services in connection with its receipt of the Services and/or (iv) make use of any of the Services supported by such Third Party Provider's product/services. No engagement of Subcontractors or Third Party Providers hereunder will relieve Cognizant from any of its obligations under this Agreement

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

12. TERM AND TERMINATION.

12.1 Term. The Agreement is effective as of the date on the Agreement and shall continue in effect for an initial term ending three years thereafter. The Parties may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof upon written amendment to this Agreement. With respect to any Statement of Work for which the term set forth in such Statement of Work has not yet been completed at the conclusion of the initial or any extension term, that Statement of Work shall continue until expiration or termination).

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



advance until all payment disputes are resolved using the dispute resolution process set forth in this Agreement. If Client pays the Disputed Amount, Cognizant shall promptly recommence performance of the Services and all Cognizant timing obligations and delivery commitments under this Agreement and/or each applicable SOW shall be extended by the number of days between the date of suspension and the date Cognizant recommences performance of the relevant Services. Both Parties reserve all rights and remedies available at law or in equity to due termination for cause pursuant to Section 12.2.

12.3 Termination for Convenience. Client and Cognizant hereby agree to the full performance of the covenants contained herein, except that Client reserves the right, at its discretion and without cause, to terminate any Service provided for in this Agreement, or terminate any portion of the SOW for which Services have been performed by the Contractor without early termination penalty or liability (except as otherwise agreed in a SOW). In the event the City terminates or suspends the Services, or any part of the Services as provided in this Agreement, the Client will notify the Cognizant in writing at least sixty (60) days in advance of such termination or suspension, and after receiving such notice, Cognizant must discontinue advancing the work specified under this Agreement. Upon such termination, or suspension, Cognizant must deliver to the Client all Deliverables or partial Deliverables to which Client is entitled to own under this Agreement. Cognizant must appraise the work Cognizant has completed and submit Cognizant's appraisal to the Client for evaluation. The Client may inspect Cognizant's work to appraise the work completed in accordance with the provision in this Agreement and the SOW. If the Client is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

12.4 Payment upon Termination for Convenience. Upon termination, Cognizant will be entitled to recover payment for all Services rendered through the date of termination (including for work in progress), and pre-approved expenses, to the extent they cannot be eliminated. Cognizant will receive compensation in full for Services performed to the date of such termination. The fee shall be paid in accordance with this Agreement, and as mutually agreed upon by the Cognizant and the Client. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the fees set forth in the applicable SOW (as may be amended by a change order).

12.5 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

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

13. MISCELLANEOUS.

13.1 Governing Law. This Agreement will be governed by the laws of the State of Arizona, without reference to the principles of conflicts of law. The Parties acknowledge and agree that this Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code of any State having jurisdiction. In addition, the provisions of the Uniform Computerized Information Transaction Act and United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.



13.2 Dispute Resolution.

13.2.1 Informal Negotiations. In the event of any dispute, controversy, or claim of any kind arising out of or relating in any way to this Agreement or the breach thereof (each a "Dispute"), prior to filing a notice of Dispute, the Party claiming a Dispute shall send a written notice to the other Party describing the basis for the Dispute and the requested remedy, and inviting the other Party to have its executive confer with a named executive of the claiming party to attempt to negotiate a resolution. The claiming Party may file the notice of Dispute after the executive conference is completed, if the invitation to confer is declined, or if, within ten (10) business days after the Dispute notice is delivered, there is no response to the invitation or the Parties are unable to schedule the conference. To the fullest extent permitted by Law, each Party irrevocably waives all rights to a trial by jury.

13.2.2 Access to Courts. Either Party may at any time apply to a court with appropriate jurisdiction only to seek interim or provisional relief necessary to protect its rights or property pending the resolution of a Dispute in accordance with these procedures, including injunctive relief and specific performance.

13.3 Binding Effect and Assignment. Neither Party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, except either Party may, upon prior written notice to the other Party (but without any obligation to obtain the consent of such other Party), assign this Agreement or any of its rights hereunder to any Affiliate of such Party, or to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such Party, if such entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assignees.

13.4 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

13.5 Notices. All notices required by this Agreement will be given in writing to the other Party and delivered by registered mail, international air courier, facsimile, or the equivalent. Notices will be effective when received as indicated on the facsimile, registered mail, or other delivery receipt. All notices will be given by one Party to the other at its address stated on the first page of this Agreement unless a change thereof previously has been given to the Party giving the notice.

13.6 Amendments and Waivers. This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

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



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

13.9 Entire Agreement. This Agreement, the Exhibit, and all Statements of Work attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersede all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

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

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

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

13.13 Compliance with Laws. Cognizant understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989, as relevant to the performance of its Services. All Services performed by Cognizant must also comply with all applicable City of Chandler codes, ordinances, and requirements as communicated to Cognizant. Cognizant agrees to permit the Client to verify compliance in accordance with Cognizant's audit procedures, as follows: (i) Client audits shall not occur more than annually (unless required by applicable laws); (ii) Client shall give Cognizant at least thirty (30) days' prior notice of its intention to audit; (iii) Client's third party auditors (if applicable) shall be mutually agreed by the parties and, in any case, shall not be competitors of Cognizant; (iv) Client's third party auditors shall execute appropriate non-disclosure agreements; (v) Client audits shall be conducted during normal business hours; (vi) in no event shall Client's audit rights hereunder entitle Client or its auditors to access any information related to Cognizant costs, or Cognizant workforce management-related tools or activities (or any data generated in connection therewith) and (vii) Client or its third party auditors shall comply with any and all reasonable security and confidentiality guidelines and other policies of Cognizant with respect to the audit and shall take reasonable measures to prevent unnecessary disruption to Cognizant's operations.

13.14 No Israel Boycott. By entering into this Agreement, Cognizant certifies that Cognizant 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.

13.15 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the Client from awarding a contract to any Cognizant who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Cognizant agrees Cognizant and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their



employees who are performing Services under this Agreement and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. Client retains the legal right to request verification of compliance of this Section for any Cognizant's or subcontractor's employee who provides services under this Agreement to ensure that Cognizant and subcontractors comply with the warranty under this provision.

13.16 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Cognizant certifies and agrees, to the best of its knowledge and belief, Cognizant 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.

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

COGNIZANT WORLDWIDE LIMITED

CITY OF CHANDLER, ARIZONA

Signature: Elisa de Rocca-Serra

Signature: _____

Name: Elisa de Rocca-Serra

Name: _____

Title: Authorized Signatory

Title: _____

APPROVED AS TO FORM:

By: _____

City Attorney

JMB

ATTEST:

By: _____

City Clerk

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

COGNIZANT TECHNOLOGY SOLUTIONS U.S. CORPORATION

Signature: Douglas Jones

Print Name: Douglas Jones

Title: Authorized Signatory



EXHIBIT A

DATA PROTECTION AGREEMENT

This Data Protection Agreement (this “**DPA**”), is entered into by and between **Cognizant Worldwide Limited** (collectively with its Affiliates, “**Cognizant**”) and **City of Chandler, Arizona** (“**Client**”) (each a “**Party**” and collectively, “**Parties**”), pursuant to the terms and conditions of the Master Services Agreement (the “**Agreement**”) effective October 27, 2025 between the Parties.

General Data Protection Terms

1. Introduction.

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

2. Definitions.

- 2.1. In this DPA:

- a. “**Access**” or “**Accessing**” means to access, view, alter, use, process, transfer, store, host, disclose, erase, destroy, or dispose of Protected Data, and includes any operation or set of operations performed upon Protected Data, whether or not by automated means.
- b. “**Applicable Laws**” means the privacy, data security, and data protection laws, directives, regulations, orders, and rules in the jurisdiction(s) applicable to the Cognizant and/or the Services provided under the Agreement.
- c. “**Applicable Standards**” means government standards, industry standards, and commercially reasonable practices related to privacy, data security or data protection that are applicable to Cognizant and the Services provided under the Agreement, or such other standards as otherwise agreed to by the Parties and specifically set forth in an applicable Statement of Work or other written agreement.
- d. “**Authorized Person(s)**” means the individual(s) to whom Client or Cognizant has granted Access to Protected Data.
- e. “**Employee Personal Data**” means the Personal Information of the personnel of Cognizant, Cognizant’s Affiliates, or Cognizant subcontractors or other representatives.
- f. “**European Data Protection Legislation**” means: Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (“**General Data Protection Regulation**”), including any applicable delegated acts adopted by the European Commission and any applicable national legislation made under or otherwise adopted by member states of



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

- g. **"include"** or **"including"** means including but not limited to.
- h. **"Personal Data"** means: any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.
- i. **"Personal Information"** means: (i) information relating to an identified or identifiable individual in any form or medium; (ii) information related to an identified or identifiable individual that is protected under Applicable Law (including Personal Data); or (iii) information that is not specifically about an identified or identifiable individual but, when combined with other information, may identify an individual. In the event that the definition of Personal Information in this DPA is inconsistent with a definition of Personal Data, Personal Information, or similar concept under an Applicable Law, then the definition of such concept under the Applicable Law shall prevail solely to the extent of the inconsistency.
- j. **"Protected Data"** means the Personal Information to which Client has granted Cognizant access for the performance of Cognizant's obligations under the Agreement.
- k. **"Security Incident"** means the unauthorized or unlawful destruction, loss, alteration, or disclosure of Protected Data caused by Cognizant's breach of this DPA. Security Incidents will not include unsuccessful attempts to Access Protected Information or to interfere with system operations in an information system, such as "scans" or "pings" on a firewall.
- l. **"Security Standards"** has the meaning set forth in Section 5 of this DPA.

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

3. General Obligations.

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

3.2. **Purpose Limitation.** Cognizant agrees that it will Access Protected Data: (i) in accordance with the lawful, written instructions of Client (provided such instructions are



reasonable and provided that Client shall be responsible for any material costs incurred by Cognizant in order to comply with such documented instructions); (ii) for the proper management and administration of Cognizant or to carry out Cognizant's legal responsibilities under Applicable Laws; and (iii) to fulfill its obligations under the Agreement and the relevant Statement(s) of Work.

- 3.3. International Transfers of Personal Information. When applicable, and where required by Applicable Laws, the Parties agree to execute appropriate data transfer agreements to ensure the lawfulness of cross-border transfers of Personal Information.
- 3.4. Duty of Confidentiality. Cognizant agrees that Authorized Persons to whom Cognizant has granted Access to Protected Information will be subject to a duty of confidentiality (whether such duty is contractual, statutory, or otherwise).
- 3.5. Individual Rights. Cognizant will reasonably assist the Client to fulfill or resolve an individual's request for access to his or her Personal Information, including with respect to a request from a data subject to exercise any of his or her rights under Applicable Laws (including the rights of access, correction, blocking, objection, erasure and data portability, as applicable). If Cognizant receives such a request directly from the individual(s), Cognizant will promptly inform Client of the request.
- 3.6. Prohibited Personal Information. Client will not provide Cognizant with Access to Personal Information that contains any special categories of Personal Data or information related to criminal convictions and offenses that are not expressly disclosed in the relevant SOW(s).

4. Obligations for Special Categories of Personal Information.

- 4.1. European Data Protection Requirements. [RESERVED]
- 4.2. HIPAA. If and to the extent Cognizant has Access to Protected Health Information as defined at 45 C.F.R. §160.103 ("PHI") subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), then the Parties shall comply with the Business Associate Addendum set forth in Exhibit B and subject to the provisions of the Agreement.

5. Security Standards.

- 5.1. Minimum Security Standards. Cognizant agrees to implement and maintain commercially reasonable and appropriate administrative, technical, organizational, and physical controls designed to provide a level of security appropriate to the risk and to protect the confidentiality, integrity, and availability of Protected Data ("Security Standards"), including: (i) controls designed to secure facilities, infrastructure, data centers, servers, hard copy files, systems, equipment, applications, and devices used to Access Protected Data, including controls to monitor, prevent, detect, and respond to Security Incidents; (ii) policies and practices limiting Access to Protected Data only to Authorized Persons; and (iii) procedures to regularly assess and evaluate the effectiveness of the Security Standards.
- 5.2. Training. Cognizant will provide privacy and security training for all Authorized Persons who Access Protected Data.



- 5.3. Client Responsibility for Employee Personal Data.** To the extent that Client has Access to Employee Personal Data, Client shall implement and maintain, in compliance with Applicable laws, a data privacy and security program to protect Employee Personal Data to a standard materially the same as those required of Cognizant hereunder. Client shall collect only the minimum necessary amount of Employee Personal Data to comply with Client's obligations under Applicable Laws.
- 6. Return and Disposal of Protected Data.** Upon the earlier of Client's written request or termination or expiration of the Agreement, Cognizant will securely destroy or, at Client's expense, return the Protected Data in accordance with Client's reasonable written instructions. Cognizant agrees to return or destroy Protected Data within ninety (90) days of receipt of Client's written request or expiration or termination of the Agreement, as applicable; provided, however, that Cognizant may retain copies of Protected Information that Cognizant is legally required to retain, subject to a continued obligation to hold the same in confidence in accordance with this Agreement.
- 7. Security Incident Response.**
- 7.1. Security Incident Response Program.** Cognizant will maintain an incident response program in compliance with Applicable Laws to respond to Security Incidents.
- 7.2. Notice, Investigation, and Remediation.** In the event of a Security Incident, Cognizant will notify Client without undue delay (and in no event more than seventy-two (72) hours after confirmation of the Security Incident). This notification will include, to the extent known at the time notice is sent: (i) a description of the Security Incident; (ii) the categories and types of Protected Data affected; and (iii) if applicable, the categories and number of data subjects and individual records affected. Additionally, Cognizant will promptly investigate and remedy the Security Incident, take commercially reasonable steps to mitigate the effects of the Security Incident and to prevent further Security Incidents, and take other actions required of it by Applicable Laws.
- 7.3. No Unauthorized Statements.** Except as required by Applicable Laws, neither Party will make public statements concerning a Security Incident that references or identifies either Party, unless both Parties have provided express written consent for any such statement prior to its release.
- 8. Change in Law.** If an Applicable Law becomes effective after the execution of this DPA and is inconsistent with the terms of this DPA or otherwise requires the Parties to amend this DPA or change the Services, the Parties agree to enter into good faith negotiations to make required changes to the Security Standards, the Services, and/or to amend this DPA or the Agreement.
- 9. Survival.** Cognizant's obligations under this DPA will survive termination or expiration of the Agreement and/or completion of the Services solely to the extent Cognizant is required to Access Protected Data



Exhibit B
BUSINESS ASSOCIATE ADDENDUM

RECITALS:

WHEREAS, Cognizant Worldwide Limited (“Business Associate”) may use and/or disclose Protected Health Information (“**PHI**”) in its performance of the Services under the Agreement to which this Exhibit is attached;

WHEREAS, Business Associate and the **City of Chandler, Arizona** (“Covered Entity”) mutually desire to outline their individual responsibilities with respect to the use and/or disclosure of PHI as mandated by the Privacy Standards (45 C.F.R. Parts 160 and 164) and electronic PHI as mandated by the Security Standards (45 C.F.R. Parts 160, 162 and 164) promulgated under the Administrative Simplifications subtitle of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and as amended by the 2013 HIPAA Omnibus Final Rule (“**HIPAA**”);

WHEREAS, Business Associate and Covered Entity understand and agree that HIPAA requires that Covered Entity and Business Associate enter into a business associate addendum which shall govern the use and/or disclosure of PHI; and

WHEREAS, the parties hereto mutually agree that this Business Associate Addendum (“Addendum”) to the Agreement is intended to satisfy this requirement of HIPAA.

I. DEFINITIONS; INCORPORATION OF AGREEMENT

All capitalized terms used herein that are not otherwise defined shall have the same meaning as those terms are defined in HIPAA. To the extent that after the Effective Date of the Agreement any definition is amended, the amended definition shall apply to this Addendum. The terms and conditions of this Addendum shall be applicable to Business Associate and/or its affiliates or subsidiaries solely to the extent that Business Associate and/or its affiliates or subsidiaries create, use, disclose, store or maintain PHI on behalf of Covered Entity. The terms, conditions and limitations set forth in the Agreement are hereby incorporated in and made part of this Addendum.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

A. Privacy Regulations.

1. **General.** Business Associate acknowledges and agrees that to the extent that it uses and/or discloses PHI on behalf of Covered Entity, it may be considered a “business associate” of Covered Entity as that term is defined in 45 C.F.R. § 160.103. The parties understand and agree that PHI does not include (and the requirements of this Addendum do not apply to) any health information, received by Business Associate from Covered Entity, that has been de-identified in accordance with the standards set forth in 45 C.F.R. § 164.514(b). Business Associate shall comply with the following provisions with respect to an Individual’s PHI:

- (a) **Safeguards Against Misuse of Information.** In accordance with the Security Standards, Business Associate shall use



reasonable and appropriate safeguards designed to prevent use and/or disclosure of PHI other than as provided for in the Agreement, including this Addendum.

(b) **Use and Disclosure of PHI.** Business Associate shall not use or disclose PHI other than as permitted or required by the Agreement, including this Addendum, or as Required by Law.

(c) **Reporting of Violations.** Business Associate agrees to report to Covered Entity any use or disclosure of PHI in violation of the Agreement, including this Addendum, of which it becomes aware.

(d) **Disclosures to Third Parties.** Business Associate shall ensure that any representatives or agents (other than entities that are merely conduits), including subcontractors, to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agree to restrictions and conditions as stringent as those that apply to Business Associate with respect to such PHI.

(e) **Access to PHI.** To the extent applicable, Business Associate will comply with and reasonably cooperate with Covered Entity, at Covered Entity's expense, in compliance with 45 C.F.R. § 164.524 regarding an Individual's access to PHI.

(f) **Amendment of PHI.** To the extent applicable, Business Associate will comply with and reasonably cooperate with Covered Entity, at Covered Entity's expense, in compliance with 45 C.F.R. § 164.526 regarding an Individual's right to amend his or her PHI.

(g) **Accounting of Disclosures.** To the extent that Business Associate makes a disclosure of PHI other than disclosures excepted under 45 C.F.R. § 164.528(a)(1), Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Within thirty (30) days of receiving a written request, Business Associate will provide to Covered Entity the information necessary for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

(h) **Minimum Necessary Use and Disclosure.** Except as provided for in 45 C.F.R. § 164.502 (b)(2), in conducting functions and/or activities under the Agreement that involve the use and/or disclosure of PHI, Business Associate agrees to only disclose, to the extent practical, the minimum amount of information necessary to accomplish the intended purpose of the use or disclosure. To the extent applicable and commercially reasonable, such minimum necessary information shall be contained in a Limited Data Set.

(i) **Availability of Books and Records.** Business Associate shall make available its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary for purposes of the Secretary determining Covered Entity's or Business Associate's compliance with the HIPAA. Records requested that are not protected by an applicable legal privilege will



be made available in the time and manner reasonably specified by Covered Entity or the Secretary.

(j) Prohibition on Sale of PHI and use of PHI for Marketing.

Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI, except with prior written consent of Covered Entity and in accordance with HIPAA authorization requirements at 45 C.F.R. § 164.508. Business Associate may only use or disclose PHI for Fundraising or Marketing purposes in compliance with HIPAA.

(k) Mitigation. Business Associate agrees to take reasonable steps to mitigate, to the extent practicable, harmful effects known to Business Associate resulting from Business Associate's use or disclosure of PHI in violation of the Agreement.

(l) Compliance with Covered Entity's Obligations. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

2. Permitted Uses and Disclosures of PHI. Except as otherwise limited in the Agreement, including this Addendum, Business Associate may:

(a) use or disclose PHI to perform the Services in accordance with the Agreement. Notwithstanding the foregoing, Business Associate shall not, and shall ensure that its directors, officers, representatives, subcontractors, agents and employees do not, disclose PHI if such use or disclosure would violate the Privacy Standards if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity as made known to Business Associate in advance, in writing.

(b) use or disclose PHI as required by law.

(c) use PHI for its proper management and administration, or to carry out its legal responsibilities.

(d) disclose PHI to third parties: (i) for its proper management and administration; or (ii) to carry out its legal responsibilities, provided that: (A) the disclosures are Required by Law; or (B) Business Associate obtains reasonable assurances from the person or entity to whom the information is disclosed that such information will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and that such person or entity will promptly notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(e) use PHI to provide Covered Entity with data aggregation services, as permitted by 45 C.F.R. § 164.504 (e) (2) (i) (B) and as that term is defined by 45 C.F.R. § 164.501, as amended.

B. Security Standards. Business Associate agrees that it will comply, and cause all of its employees, agents, representatives, and subcontractors to comply, with the applicable requirements of the Security Standards, including, but not limited to the following:



1. Security Safeguards. Business Associate shall implement administrative, physical, and technical safeguards that are designed to reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by the Security Standards;

2. Disclosure to Third Parties. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides electronic PHI agrees to implement reasonable and appropriate safeguards designed to protect electronic PHI; and

3. Reporting Security Incidents. Business Associate shall promptly report to Covered Entity any successful Security Incident of which it becomes aware.

C. Violations. Business Associate shall first report to the Covered Entity any successful Security Incident or Breach as set forth in this Paragraph C. The term “breach” shall mean the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information (“**Breach**”). The Breach shall be considered “discovered” when the Business Associate knew or reasonably should have known when the Breach occurred. The Covered Entity and Business Associate acknowledge that it is the responsibility of the Covered Entity to ensure that individuals affected by a Breach are notified in accordance with HIPAA. Therefore, Business Associate agrees as follows:

1. Reporting of Violations. In the case of a Breach, Business Associate must promptly notify the Covered Entity of the Breach once the Business Associate becomes aware of the Breach. Business Associate must also, without unreasonable delay, identify each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired or disclosed as a result of the Breach, and provide such information to the Covered Entity as needed in order to meet the data breach notification requirements under HIPAA.

2. Assistance with Notification. Business Associate agrees to reasonably cooperate with the Covered Entity in gathering the information necessary to notify the affected individuals. Specifically, Business Associate agrees to reasonably cooperate with the Covered Entity to ensure that all such Breach notices are provided without unreasonable delay.

III. TERM AND TERMINATION

A. Term. The term of this Addendum shall be effective as of the Effective Date of the Agreement and shall terminate when Business Associate no longer performs the Services for Covered Entity.

B. Termination. In the event of either party's material breach of this Addendum, the non-breaching party shall provide a written notice of such breach to the breaching party. The non-breaching party may terminate this Addendum and the Agreement in the event the breaching party does not cure such material breach to the reasonable satisfaction of the non-breaching party within thirty (30) days following the non-breaching party's written notice of such material breach. In the event that cure of a breach under this Section III.B. is not reasonably possible, the non-breaching party



may immediately terminate this Addendum and the Agreement; or if neither termination nor cure is feasible, the non-breaching party may report the violation to the Secretary.

C. Effect of Termination of Services. Except as set forth in this **Section III.C.**, upon termination of the Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall not retain any copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. If the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

IV. OBLIGATIONS OF COVERED ENTITY

A. Covered Entity shall:

1. Provide Business Associate a copy of its Notice of Privacy Practices ("**Notice**") produced by Covered Entity in accordance with 45 C.F.R. § 164.520 as well as any changes to such notice that may effect Business Associate's use or disclosure of PHI;
2. Provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
3. Notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522;
4. Notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set, if any, maintained by Business Associate;
5. Not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity; and
6. Provide Business Associate with a Limited Data Set, if practical, and, otherwise, shall disclose to Business Associate only the minimum amount of PHI reasonably necessary for Business Associate to accomplish the intended purpose of such disclosure.
7. Be responsible for obtaining any authorizations or patient permission necessary under applicable state law to disclose PHI to Business Associate



and for Business Associate to use PHI for the purposes outlined in this Addendum and the Agreement.

V. CHANGES OR MODIFICATIONS TO HIPAA

A. If, following the Effective Date, HIPAA, the Privacy Standards and/or the Security Standards are modified, and/or additional federal or state regulations are issued pursuant to HIPAA, the parties agree to work together in good faith to amend this Addendum so that the parties remain in compliance with such laws and regulations.