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City Clerk Document No. _____

City Council Meeting Date: October 15, 2026

AMENDMENT TO CITY OF CHANDLER AGREEMENT
ALIGHT SUBSCRIPTION AND SERVICES AGREEMENT

THIS AMENDMENT NO. 2 (Amendment No. 2) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and ("City"), and Alight Solutions LLC. ("Contractor" or "Alight") (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2026 (Effective Date).

RECITALS

WHEREAS, City and Contractor executed a Professional Services and Subscription Agreement on November 7, 2023, under which Contractor agreed to provide health and wellness program subscription services and professional services (hereinafter "the Agreement"); and

WHEREAS, the initial term of the Agreement was November 8, 2023, through November 7, 2026, with the option of up to two extensions of two-years each; and

WHEREAS, because of changes to City's internal systems and processes, the Parties wish to extend the Agreement for less than a full two-year term; and

WHEREAS, the Parties wish to exercise the first option through this Amendment to extend the Agreement through December 31, 2027, with some services terminating earlier on June 30, 2027.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. The Agreement, Section 6.1., Term; Effect of Termination, is amended to state: This SSA shall be renewed for a term that begins on November 8, 2026, and shall continue through December 31, 2027.

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

3. Attachment C to the Agreement, the Alight Well Order Form, is hereby deleted in its entirety and replaced with the Amended Alight Well Order Form attached as Exhibit 1 and incorporated herein by this reference. All references in the Agreement to "Attachment C" or the "Alight Well Order Form" shall be deemed to refer to the Amended Alight Well Order Form.

4. The renewal term of the Amended Alight Well Order Form shall commence on November 8, 2026, and shall continue through June 30, 2027.

5. Attachment D to the Agreement, the Alight Health and Wellness Order Form, is hereby deleted in its entirety and replaced with the Amended Health and Wellness Order Form attached as Exhibit 2 to this Amendment, which is incorporated herein by this reference. All references in the Agreement to "Attachment D" or the "Alight Health and Wellness Order Form" shall be deemed to refer to the Amended Alight Health and Wellness Order Form.

6. The renewal term of the Amended Alight Health and Wellness Order Form shall commence on November 8, 2026, and shall continue through December 31, 2027.

7. Notwithstanding any other provision of the Agreement or this Amendment, designated services under the Amended Alight Health and Wellness Order Form shall terminate as of June 30, 2027, as reflected in the Service Level Agreement (SLA) Service Schedules of the Amended Alight Health and Wellness Order Form. In the event of a conflict between a termination date specified in the SLA Service Schedules and any other term of the Agreement or this Amendment, the termination date in the SLA Service Schedules shall control.

8. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 2 and the Agreement, the terms and conditions in this Amendment No. 2 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY	**FOR THE CONTRACTOR**
By: _____	By: Nadine Reynolds
Its: _____	Its: SVP Commercial Operations

APPROVED AS TO FORM:

By: _____
City Attorney RSL

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

EXHIBIT 1

Amended Attachment C
ALIGHT WELL ORDER FORM

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

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

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

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

Section 4. **Term**.

4.1. **Renewal Term**. **Renewal Term**. The renewal term of this Order Form (the "**Renewal Term**") shall commence on November 8, 2026, and continue through June 30, 2027.

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

4.3. **Cure Period.** If a breach cannot reasonably be cured within the cure period set forth in section 6.3 of the Service Agreement (Termination for Cause) and the breaching party promptly commences diligent

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

efforts to cure such breach, then such cure period shall continue as long as such diligent efforts to cure continue, but not beyond the date that is 90 days after the delivery of the applicable breach notice.

Section 5. Additional Terms.

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

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

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

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

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

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

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

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

* * * * *

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

FOR THE CITY	**FOR THE CONTRACTOR**
By: _____	By: _____
Its: _____	Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney RSL

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

Service Schedule

Covered Population

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

Alight Well Platform

Overview

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

Alight Worklife Web Portal and Mobile App

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

User Engagement

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

User Access to Client Benefits Information

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

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

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

Alight Well Platform Modules

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

Notification Center

Provides User access to Alight Well system-generated communications.

Ongoing Communications

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

Health Assessment

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

Digital Health Coaching

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

Wellbeing Journeys

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

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

Challenges

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

Incentives

General

- Participation in Client's wellbeing program can be incentivized by granting rewards for completing certain tasks
- Rewards may include items fulfilled by Alight (see below) or rewards fulfilled by Client or its other vendors (e.g., HSA contributions, premium credits, payroll contributions, charity contributions or vacation days)
- As between Client and Alight, all rewards will be funded by Client regardless of who fulfills the reward
- For rewards that are to be fulfilled by Client or its other vendors, Alight will provide a data file on a mutually agreed frequency identifying the rewards and the recipients thereof, but Client is otherwise responsible for establishing and maintaining any processes necessary to support the fulfillment of such awards
- For tasks completed outside the Alight Well platform, Alight can determine completion through either User self-reporting or data provided by Client or its vendors (which may be subject to additional charges)
- Configuration of Client-specific incentive program elements is subject to current platform capabilities
- Support of outcomes-based incentive programs are not within the scope of the Services

Points Engine

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

Rewards Fulfilled by Alight

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

Prize Drawings

- Prize drawings are available to provide Users with a chance to win one or more prizes
- Up to 4 prize drawings can be included per year with up to 3 available prizes per drawing

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

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

Store

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

LabCorp Services

Overview

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

Onsite Biometric Screening Services

Implementation

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

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

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

Staffing

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

Logistics

- Standard Clinic hours are Monday through Friday, 7:00am-5:00pm. Clinics held outside of these hours, or on Federal Holidays, will incur an out of hours surcharge, as defined in the Fee Schedule. "Federal Holidays" are defined as the following days: New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.
- If a Clinic is more than one hundred and twenty (120) miles of city limits with a population of fifty thousand (50,000) or greater, hotel fees may be incurred. Hotels will be booked with two (2) screeners to a room (when gender permits) and one hundred and eighty dollars ($180) maximum per night guidelines.
- Travel costs are included for all Clinic locations within fifty (50) miles of city limits with a population of fifty thousand (50,000) or greater. Any Clinic location that does not meet this criteria is considered a "remote location" and will incur travel fees. A travel quote will be provided upon request.
- If travel fees include mileage, mileage will be billed at the current Federal Mileage Reimbursement Rate, as provided by the IRS.
- All travel will be billed to Client at cost.
- Supplies will be shipped to Clinic location, unless otherwise directed by Client.

State Specific Compliance

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

Minimums

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

Cancellations and Rescheduling

- Changes made to the Clinic date, time, and/or location seven (7) business days after a Clinic is scheduled, will incur a Clinic change fee, as provided in the Fee Schedule.

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

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

Offsite Biometric Screening Services

Vouchers

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

PCP Forms

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

Home Test Kits

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

Biometric Screening Reporting

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

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

Health Coaching

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

Telephonic Health Coaching

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

Secure Email Health Coaching

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

Communication and Engagement Plan

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

Coaching Appointment Scheduler

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

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

Health Coaching Reporting

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

Hours

- Health Coaching: 8:00 AM to 11:00 PM EST Monday through Friday.
- Customer Service: 9:00 AM to 5:00 PM EST Monday through Friday.

Client Reporting and Client Manager

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

* * * * *

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

Rewards Schedule

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

Gift Card Budget

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

Gift Card Funds

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

Use of Gift Card Funds

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

Administrative Fee

As compensation for administering the Gift Card Funds, Client shall pay Alight an administrative fee equal to 5% of the total amount of Gift Card Funds (i.e., 10% of the amount initially advanced and 5% of each subsequent replenishment).

Invoicing

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

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

Termination

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

* * * * *

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

Fee Schedule

Alight Well Platform Fees

Implementation Fees: Waived

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

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

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

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

LabCorp Service Fees

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

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

Service Category	Fees
PSA (fingerstick)	$35/LabCorp Participant *30 LabCorp Participant minimum per Clinic*
Onsite Biometric Screening Services – Extras (Optional)	
Additional Registration Coordinator(s)	$60/hour/staff
Additional Screener(s)	$90/hour/staff
Additional Health Educator	$125/hour/staff
Pre-Clinic Setup If staff is required for setup more than 1 hour prior to Clinic start time	$150/setup for Clinics with 1-4 screeners $300/setup for Clinics with 5+ screeners
Additional Privacy Screens	$15/screen
Onsite Biometric Screening Services – Admin Fees	
Short Notice Fee Clinics requested less than six (6) weeks in advance	$500
Clinic Change Fee Changes to a Clinic date, time, or location seven (7) business days after scheduling	$600
Cancellation or Rescheduling Fee Cancelling or rescheduling a Clinic less than ten (10) business days prior to a Clinic	50% of estimated screenings
Cancellation or Reduction of Additional Staff Reducing additional staff for schedule Clinics less than ten (10) business days prior to a Clinic	75% of additional staff rates provided above
Out of Hours Surcharge Clinics held outside of normal business hours and Federal Holidays	12% of Clinic cost
Offsite Biometric Screening Services	
PCP Forms	$14/PCP form processed *50 LabCorp Participant minimum*
CVS Vouchers Total cholesterol, HDL, LDL, triglycerides, glucose, height, weight, BMI, waist circumference, blood pressure	$75/LabCorp Participant
LabCorp Vouchers Total cholesterol, HDL, LDL, VLDL, triglycerides, glucose	$60/LabCorp Participant
LabCorp Vouchers Total cholesterol, HDL, LDL, VLDL, triglycerides, glucose, height, weight, BMI, waist circumference, blood pressure	$75/LabCorp Participant
Home Test Kits Total cholesterol, HDL, LDL, triglycerides, glucose	$60/Kit ordered and returned OR $30/Kit ordered and NOT returned
Health Coaching and Tobacco Cessation Services	
Implementation Fee Covers weekly meetings to set up coaching program, eligibility, trainings, communications, and program details. Typically a 45 to 60 day process.	$2,500

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

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

Other Charges

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

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

Expenses

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

Payment Terms

Ongoing fees for the Alight Well platform will be invoiced in the month prior to the applicable service period (e.g., January for February services and shall be payable within 30 days of the invoice date). Fees for LabCorp Services will be invoiced in arrears on a monthly basis and shall be payable within 30 days of the invoice date. Implementation fees (if any) will be included on the first invoice for ongoing fees and payable on the same

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

terms. Fees for additional services, reimbursable expenses and other charges (if any) will be invoiced to Client on a monthly basis and shall be payable within 30 days of the invoice date. All payments by Client shall be made by wire transfer or Automated Clearing House (ACH) payment. Interest at 9% per year will accrue on all past due amounts from the corresponding due date until payment is received.

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

* * * * *

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

EXHIBIT 2

Amended Attachment D
ALIGHT HEALTH AND WELLNESS ORDER FORM

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

Sections 1-5 Not in original.

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

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

Section 8. Term.

8.1. Renewal Term. The renewal term of this Order Form (the "**Renewal Term**") shall commence on November 8, 2026, and continue through December 31, 2027.

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

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

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

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

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

Section 10. Additional Terms.

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

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

10.3. Audit Rights. During the Term, Client may, at its own expense and upon reasonable advance notice to Alight, audit Alight's books, records and other documents to the extent necessary to verify Alight's compliance with the terms of this Agreement (including the accuracy of any invoices delivered by Alight); provided that Client may not exercise its audit rights hereunder more than one time in any calendar year (unless otherwise required in connection with any audit initiated by a governmental entity having jurisdiction over Client). Each such audit shall occur during normal business hours and shall not unreasonably interfere with Alight's normal business operations, and Alight shall not be required to disclose or otherwise provide access to any information the disclosure of which would cause Alight to violate any confidentiality obligation or applicable law. Client may engage a third party to conduct any such audit so long as such third party is not a competitor of Alight and enters into a confidentiality agreement with Alight that is consistent in all material respects with Client's confidentiality obligations to Alight hereunder. Except as otherwise provided in the Fee Schedule, any Alight work to support Client's audit rights shall be provided on a time and materials basis.

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

* * * * *

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

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

FOR THE CITY	**FOR THE CONTRACTOR**
By: _____	By: _____
Its: _____	Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney REL

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

Service Schedule
Subscription Services: Alight WorkLife Portal/App

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

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

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

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

Legend: Client = Client responsibility Alight = Alight responsibility N/A = Not Applicable			
Line Item #	**Description**	**Responsible**	**Service Termination Date**
Common functionality			
1.	iOS and Android apps	Alight	12/31/27
2.	Web portal with responsive design	Alight	12/31/27
3.	App and portal provided in standard design framework to Alight client base (enable continuous enhancements) - configured for Client plans and branded with one version of Client logo.	Alight	12/31/27
4.	Provide Portal branding and configuration decisions	Client	12/31/27
5.	App and web portal are available 24 hours a day, 7 days a week, excluding regularly scheduled maintenance windows	Alight	12/31/27
6.	“Lisa”, 24/7 AI virtual assistant (Alight standard content and ongoing enhancements)	Alight	N/A
7.	Hosting of client-provided service specific benefit content (e.g., SPDs, Summary of Benefits and Coverage and communication materials) in Alight standard design framework	Alight	12/31/27
8.	Search content on the Alight portal	Alight	12/31/27
9.	Secure mailbox	Alight	12/31/27
10.	Provide non-SSO links to Client or third-party applications	Alight	06/30/27
11.	Administer configuration and content changes within the portal and app	Alight	12/31/27
12.	Provide and validate Client or third-party website or application URLs to Alight	Client	12/31/27

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

Legend: Client = Client responsibility Alight = Alight responsibility N/A = Not Applicable			
Line Item #	**Description**	**Responsible**	**Service Termination Date**
13.	Provide the Portal and app in English and Spanish language	Alight	N/A
14.	Support ability to display or hide delivered Portal components based upon available data elements for a specific employee	Alight	12/31/27
Authentication			
15.	Support Client participant access to Portal via single sign on (SSO), using SAML 2.0 or mutually agreed upon technology	Alight	06/30/27
16.	Provide SSO, using SAML 2.0 or mutually agreed upon technology, authentication across all channels for Client employees, and pass assertion to Alight for portal access	Client	06/30/27
17.	User-defined ID, password and security questions (if participant is not using SSO); device registration	Alight	12/31/27
18.	Biometric authentication via mobile device – utilized for mobile app and web portal	Alight	12/31/27
19.	One-time codes (via text or phone call) for forgotten passwords	Alight	12/31/27
20.	Provide outbound single sign-on links to client partners, using SAML 2.0 or mutually agreed upon technology, where Alight has established connection, plus up to 2 additional links	Alight	06/30/27
Employer Portal – integrated with Alight WorkLife Portal			
21.	Identify users to be provided with access to Employer Portal	Client	12/31/27
22.	Client self-publishing: Update content (e.g., upload documents) and create general and targeted messages and journeys.	Client	12/31/27
23.	Analytics dashboards – customer interactions, annual enrollment, plans and demographics	Alight	12/31/27
24.	Ad-hoc reporting	Alight	12/31/27
25.	View a participant's website in inquiry mode	Alight	12/31/27
26.	Manager self-service (view detailed participant account information and perform transactions)	Alight	12/31/27
Health & Welfare			
27.	Enrollment support (newly eligible, life events, status changes, annual enrollment) and confirmations for active benefit eligible employees	Alight	06/30/27

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

Legend: Client = Client responsibility Alight = Alight responsibility N/A = Not Applicable			
Line Item #	**Description**	**Responsible**	**Service Termination Date**
28.	Enrollment support (life events, status changes, annual enrollment) and confirmations for Legacy Alight retirees	Alight	12/31/27
29.	Decision support: • Health plan comparisons (side-by-side view of plan design) • Medical Expense Estimator – modeling of total out-of-pocket cost based on anticipated need and geographically adjusted average health costs. • Plan recommendations • Provider search – search for in-network providers in Client plans	Alight	12/31/27
30.	Display FSA/HSA, 457(b)(k) balances, bi-weekly, with link to administrator	Alight	N/A
31.	Coverage inquiry, beneficiary updates, direct billing inquiry, direct debit updates	Alight	12/31/27

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Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

Service Schedule
Professional Services: Implementation

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

Section 2. Alight Implementation Service Description and Responsibility Matrix.

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

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

Legend: Client = Client responsibility Alight = Alight responsibility N/A = Not Applicable			
Line Item #	**Description**	**Responsible**	**Service Termination Date**
US Conversion and Transition			
1.	Perform implementation Services in accordance with the terms of the Statement of Work and the Live Dates set forth in Fee Schedule.	Alight	12/31/27
2.	Affordable Care Act solutions – transition approach Employer Mandate "look back" administration • Alight implements ongoing ACA hours data feed from Client HCM/Payroll prior to Fall 2024 annual enrollment Live Date • Alight performs the Standard Measurement Period evaluation (determining FTE status and eligibility for Fall 2024 annual enrollment (1/1 coverage) • Alight converts in-process Initial Measurement and Stability period (those that extend past 1/1/24) and accrued hours and administers these periods on the Alight system. Affordable Care Act Section 6055/6056 reporting solution Live Date for the 2024 calendar year (Form 1095-Cs generated in January 2025 for 2024).	Alight	06/30/27
3.	The following data will be converted: • Snapshot of current H&W elections, covered dependents and beneficiaries • Election history (if applicable) – archive for future reference Note that a "fresh start" approach will be utilized related to direct billing (no conversion of credits, payments, direct debit information or amounts owed).	Alight	12/31/27

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

Legend: Client = Client responsibility Alight = Alight responsibility N/A = Not Applicable			
Line Item #	**Description**	**Responsible**	**Service Termination Date**
4.	COBRA enrollee data, including data on individuals who have experienced a qualifying event but have not yet enrolled in COBRA coverage	Alight	06/30/27

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Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

Service Schedule
Professional Services: Health & Welfare Services

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

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

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

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

Legend: Client = Client responsibility Alight = Alight responsibility N/A = Not Applicable			
Line Item #	**Description**	**Responsible**	**Service Termination Date**
Covered Populations			
1.	Provide administration for the following US benefits eligible populations, and their benefits-eligible dependents: • Full-time employees • Appointed Employees • Part-time employees • Temporary employees • Employees on leave of absence • Disabled employees • COBRA	Alight	06/30/27
2.	Provide administration for the following US benefits eligible populations, and their benefits-eligible dependents: • Retirees and survivors		12/31/27
Plans			
3.	Active employees: provide full administration (e.g., enrollment, reporting to carriers/third-party administrators, premium reporting and payroll deduction reporting) for the following plans: • Medical • Dental • Vision	Alight	06/30/27

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

Legend: Client = Client responsibility Alight = Alight responsibility N/A = Not Applicable			
Line Item #	**Description**	**Responsible**	**Service Termination Date**
	• Health Savings Account • Health Care and Dependent Care Flexible Spending Account • Basic and supplemental employee life insurance • Dependent life insurance • Employee basic and supplemental AD&D • Dependent AD&D		
4.	Retirees: provide full administration (e.g., enrollment, reporting to carriers/third-party administrators, premium reporting and pension payroll deduction reporting/direct billing) for the following plans: • Medical. The "split family" approach is utilized if Medicare plans (e.g., Medicare Advantage) are offered. This enables Medicare and non-Medicare eligible members of the same family to be enrolled in different plans. • Dental • Vision • Life insurance	Alight	12/31/27
Eligibility and Service			
5.	Provide adjusted service date that Alight will use for service-related calculations	Client	12/31/27
6.	Determine benefits eligibility based on data elements received via HCM integration and apply rules related to waiting period and benefit start date (e.g., 1st of month following hire date)	Alight	06/30/27
Annual Enrollment			
7.	Planning and project management	Alight	12/31/27
8.	Update configuration for existing plan options and rate structures: • Contributions, premiums, premium equivalents and ASO fees • ZIP Code service areas • FSA and HSA maximums • Part D creditable coverage status (received from Client) • Post SPDs, Summary of Benefits and Coverage (SBC), and communication material received from client.	Alight	06/30/27
9.	Testing with carriers, third parties and payroll	Alight	06/30/27
10.	Annual enrollment notification and reminder emails including print (Alight standard)	Alight	06/30/27
11.	Assign default coverage to those who do not enroll	Alight	06/30/27
12.	Provide confirmation email notice including print (Alight standard)	Alight	06/30/27
13.	Provide annual enrollment analytics and debrief	Alight	06/30/27
Ongoing Events			

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

Legend: Client = Client responsibility Alight = Alight responsibility N/A = Not Applicable			
Line Item #	**Description**	**Responsible**	**Service Termination Date**
• Comprehensive support: notification (Alight standard notices), enrollment/default coverage, adjustments to coverage, payroll or direct billing updates, and eligibility/premium reporting • Assumes uniform plan rules (e.g., allowable changes for life events) across all populations			
14.	Newly eligible employee: email notification of enrollment opportunity; enrollment/default coverage assignment, and confirmation email	Alight	06/30/27
15.	Benefit Eligible employees - Life events (e.g., marriage): participant initiates, with permissible changes based on type of event. Provide confirmation email.	Alight	06/30/27
16.	Retirees - Life events (e.g., marriage): participant initiates, with permissible changes based on type of event. Provide confirmation email.	Alight	12/31/27
17.	Status changes (e.g., move to unpaid leave, retirement): Terminate coverage that is no longer available and assign coverage (or offer enrollment) for plans becoming available. Initiate direct billing or payroll deduction updates. Provide confirmation email.	Alight	12/31/27
18.	Evidence of Insurability (EOI): Assign highest level of coverage allowable without EOI and pend additional coverage while awaiting EOI. Link participant to carrier EOI site or trigger carrier provisioning of EOI form. Adjust coverage and deductions based on EOI approval and provide confirmation email.	Alight	06/30/27
19.	Change of address (e.g., move out of medical service area): Email notification of enrollment opportunity (choose new medical plan).	Alight	12/31/27
20.	Pay change: Recalculate coverage/deductions (e.g., life insurance) as applicable. Provide confirmation email.	Alight	06/30/27
21.	Benefit Eligible Employees: Dependent loss of eligibility (e.g., turning age 26): Terminate coverage and trigger COBRA.	Alight	06/30/27
22.	Retirees: Dependent loss of eligibility (e.g., turning age 26): Terminate coverage and trigger COBRA and send notification to Client.	Alight	12/31/27
23.	Attainment of Medicare eligibility (based on age of retiree and dependents): Offer enrollment for new plans, provide Notice of Creditable Coverage, and send enrollment notification. For active employees attaining Medicare eligibility (based on age of employee and dependents): provide Notice of Creditable Coverage.	Alight	06/30/27
24.	Age-related events (e.g., life insurance coverage reduction): Adjust coverage and deductions and provide email confirmation	Alight	06/30/27
25.	Apply waiver of premium rules based on notification from disability carrier or Client	Alight	12/31/27
26.	Beneficiary designation via web or customer care representative. Track approved absolute assignments received from carrier.	Alight	12/31/27
27.	Death: Receive notification of active employee death via HCM integration and receive notification of retiree or dependent death	Alight	12/31/27

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

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Line Item #	**Description**	**Responsible**	**Service Termination Date**
	from survivors. Terminate coverage, notify insurance carrier of current coverage and beneficiaries and trigger COBRA/survivor coverage as applicable. Carriers coordinate collection of death certificate and claim process.		
28.	Participant updates to preferred contact information (e.g., personal email, mobile number, opt-in to text message updates)	Alight	12/31/27
29.	Returned mail: Alight will use client's address as return address for any paper materials mailed to participants. Client is responsible for distributing returned mail to participants.	Alight	12/31/27
COBRA Administration			
30.	Comprehensive COBRA administration, including initial rights notification for new hires, qualifying event identification and personalized print notices (Alight standard): COBRA Rights, enrollment, confirmation and denial.	Alight	06/30/27
31.	Provide subsidy end date for participants eligible for subsidized COBRA due to severance	Client	06/30/27
32.	Apply subsidized COBRA rates for individuals on severance. COBRA can run concurrent with or consecutive to the severance period.	Alight	06/30/27
Direct Billing – COBRA Enrollees, Employees on Unpaid Leave, and Retirees/Survivors			
33.	Monthly personalized print billing notices (Alight standard)	Alight	12/31/27
34.	Payment via check, bill-pay service, or direct-debit. Credit card payment support is available via a surcharge approach (charged to participants for each payment) in states that permit use of surcharges.	Alight	12/31/27
35.	Deluxe lock box (Citibank account owned by Alight); monthly ACH transfer of funds to client-owned account.	Alight	12/31/27
36.	Delinquency management – terminate all coverage due to non-payment after 31-day grace period	Alight	12/31/27
37.	Special COBRA processing: imaging of postmark, 45-day initial payment period, additional grace period if short by "insignificant amount"	Alight	06/30/27
38.	Comprehensive reporting: payments received, payment allocation, delinquency, and drop coverage	Alight	12/31/27
HCM/Payroll Integration			
39.	Provide one ongoing HCM data integration to Alight (up to daily frequency - weekdays)	Client	06/30/27
40.	Calculate deductions and imputed income for plans administered by Alight	Alight	06/30/27
41.	Provide one ongoing deduction/imputed income file to active employee payroll. Frequency matched up to pay cycles. • Calculate retroactive deduction adjustments based on full-pay periods only	Alight	06/30/27

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

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Line Item #	**Description**	**Responsible**	**Service Termination Date**
	• "Closed loop" payroll (e.g., adjustments based on comparison of actual vs. expected deductions) is not included.		
42.	Manage deduction arrears (e.g., where full deduction cannot be taken)	Client	06/30/27
43.	Provide monthly deduction file to pension payroll (if applicable)	Alight	06/30/27
44.	Provide end-of-year retiree and unpaid LOA imputed income file to Client or pension payroll (if applicable)	Alight	06/30/27
Carrier Eligibility and Benefit Financial Reporting (Plans Administered by Alight)			
45.	Benefit Eligible Active Employees: Eligibility reporting to carriers (minimum of weekly frequency) in Alight format	Alight	06/30/27
46.	Retirees: Eligibility reporting to carriers (minimum of weekly frequency) in Alight format	Alight	12/31/27
47.	Calculate monthly premiums and ASO fees (including 60-day retroactive adjustments) using the "15th of the month" rule. Self-billing approach – Alight provides monthly premium/ASO fee reports to client.	Alight	12/31/27
48.	Client pays premium/ASO fees to each carrier based on Alight reports	Client	12/31/27
49.	Provide health plans with quarterly "snapshot" full-files for comparison between carrier and Alight systems. Alight works with the carriers to research and resolve any discrepancies	Alight	12/31/27
Client Support			
50.	Quarterly stewardship meetings and ongoing operational meetings. Updates on trends, strategies, solutions and regulatory developments.	Alight	12/31/27
51.	Cloud requirements solution – end-to-end management, including reviews, sign-off, traceability and version control	Alight	12/31/27
52.	Employer Portal (refer to the Alight WorkLife Portal/App Service Schedule): ad-hoc reporting, analytics dashboards, access to case management, collaboration space, and access to participant information.	Alight	12/31/27
Affordable Care Act (ACA) – Employer Mandate			
53.	Provide ACA creditable hours for measurement of full-time employee status. This includes equivalent hours for salaried employees as well as periods of unpaid leave.	Client	06/30/27
54.	"Look back" method administration for participants administered by Alight: roll-up of hours provided by Client, initial and standard measurement period tracking and evaluation (determine if FTE), and initial and standard stability period tracking (lock-in eligibility for those deemed FTEs).	Alight	06/30/27

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

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Line Item #	**Description**	**Responsible**	**Service Termination Date**
	Alight standard approach – refer to Employer Mandate solution overview for details		
55.	Coordinate offer of coverage to those deemed FTEs as a result of measurement period (provide enrollment opportunity)	Alight	06/30/27
56.	Terminate coverage and initiate COBRA notification for those reaching end of stability period (if not otherwise eligible for coverage and if losing FTE status).	Alight	06/30/27
57.	Provide standard monthly dashboard report that provides visibility into populations gaining/losing FTE status	Alight	06/30/27
Affordable Care Act – Section 6055/6056 Reporting			
58.	Create, distribute and host Form 1095-C for populations administered by Alight	Alight	06/30/27
59.	Perform IRS filing of Form 1094-C along with 1095-C data	Alight	06/30/27
60.	Perform state filings, assuming that Federal 1095-C data is utilized	Alight	06/30/27
61.	Support reprint requests and Form/filing updates due to “data corrections”	Alight	06/30/27
62.	Review and respond to Marketplace notifications and IRS penalty notifications	Client	06/30/27
63.	Approach for final year of contract agreement: Alight provides Client’s new ACA administrator with an end-of-year data file that contains information on offer of coverage, lowest cost medical option, and medical enrollment (including dependent data). The new administrator coordinates derivation of IRS codes and production of Form 1095-C and IRS/state filings.	Alight	06/30/27
Compliance			
64.	Provide updates on federal and key state developments for benefits, ACA, and COBRA	Alight	06/30/27
65.	Alight system updates for federal regulatory updates – modifications that can be broadly deployed across clients, which have limited client-specific customization, and which do not have a material impact on scope of Services or customer care Services.	Alight	06/30/27
66.	Provide direction on compliance approach (e.g., fiduciary responsibility; interpretation of state law)	Client	06/30/27
67.	Solicit (initial enrollment and annually) for missing dependent Social Security Numbers or Tax Identification Numbers for self-insured plans.	Alight	06/30/27
68.	ACA: Hosting of Summary of Benefits and Coverage (provided by Client) and provide notice of availability	Alight	06/30/27
69.	ACA: Produce print Notice of Health Care Exchange Options (Alight standard)	Alight	06/30/27
70.	ACA: Calculation of health care cost and production of annual payroll file for posting on Form W-2.	Alight	06/30/27

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

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Line Item #	**Description**	**Responsible**	**Service Termination Date**
71.	ACA: Provide headcounts for Patient Centered Outcomes Research Institute (PCORI) filing	Alight	06/30/27
72.	Provide counts for Form 5500	Alight	06/30/27
73.	Produce and file Form 5500	Client	06/30/27
74.	Review requests for Power of Attorney or Legal Guardian access to participant accounts and provide information on authorized parties to Alight.	Client	06/30/27
75.	Review, approve and respond to Qualified Medical Child Support Orders (QMCSO), National Medical Support Noticed (NMSN) and requests form state agencies. Provide Alight with approved QMCSOs.	Client	06/30/27
76.	Process and track approved QMCSOs (e.g., add dependent to coverage, track separate dependent address)	Alight	06/30/27
77.	Evaluate eligibility claims and appeals, coordinate response to participants and provide Alight with direction on coverage updates.	Client	06/30/27
78.	Perform annual preliminary Section 129 non-discrimination testing of the Dependent Care Flexible Spending Account using data on the Alight system. Reduce contributions for highly-compensated employees, as directed by client.	Alight	06/30/27
79.	Perform final Section 129 non-discrimination test	Client	06/30/27
80.	HIPAA notice: • Provide Privacy Notice (Alight standard cover letter with Client-provided privacy notice) • Response to requests to amend, restrict or account for disclosure of Protected Health Information.	Alight	06/30/27
81.	Produce Medicare Part D creditable coverage notice (Alight standard print notice)	Alight	06/30/27
82.	Produce Medicaid Notice (Alight standard print notice)	Alight	06/30/27
83.	San Francisco Health Care Security Ordinance • Identify employees who have opted out of medical coverage, provide voluntary waiver form and collect/retain completed forms • Provide Client with headcount and enrollment data	Alight	N/A
84.	San Francisco Health Care Security Ordinance: coordinate filings with San Francisco	Client	N/A
85.	Hawaii HC-5 Form opt out process	Alight	N/A

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Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

Fee Schedule

Section 1. Subscription Services.

1.1. Fee Table.

Service	Fee Type	User Type*	Baseline User Count	Minimum User Count	Per User Rate	Targeted Live Date**	Fee Commencement Date
Alight Worklife Core Platform							
Alight Worklife Essentials	Monthly	H&W Eligible Participant	1,697	1527	$1.00	April 1, 2024	April 1, 2024
Alight Worklife Administration							
Health & Welfare Benefits Administration	Monthly	H&W Eligible Participant	1,697	1,527	$1.40	April 1, 2024	April 1, 2024

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

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

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

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

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

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

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

Section 2. Professional Services: Implementation Services.

2.1. H&W Implementation

2.1.1. Fee Table.

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

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

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

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

3.1. Health & Welfare Benefits.

3.1.1. Live Dates.

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

3.1.2. Fee Table.

Service Category	Unit	Baseline Unit Count	Minimum Unit Count	Frequency	Fees	Timeframe
Health & Welfare Benefits Administration Solutions						
Standard Health & Welfare Benefits Administration	Per H&W Eligible Participant	2,550	2,295	Monthly	$1.44	11/8/26 – 06/30/27
Standard Health & Welfare Benefits Administration	Per H&W Eligible Retiree	900	800	Monthly	$1.44	11/8/26 – 12/31/27
Comprehensive COBRA Services	Per H&W Eligible Participant	2,550	2,295	Monthly	$0.42	11/8/26 – 06/30/27
Direct Billing Services or non-COBRA enrollees	Per Direct Bill Participant	N/A	N/A	Monthly	$5.00	11/8/26 – 12/31/27
Health Professional Services: Flexible Spending Account Administration Services	FSA Participant	328	See Fees	Monthly	$2.97 The minimum monthly fee will equal $490 regardless of the applicable Baseline Unit Count.	N/A – did not go live
Affordable Care Act – Section 6055/6056 Employer Reporting Solutions	Flat Fee	N/A	N/A	Annually	$12,000 for the first 1,000 H&W Eligible Participants; $2,000 annually for each additional 1,000 H&W Eligible Participants. Service is effective 1/1/2024 for 2024 tax year, coincident	11/8/26 – 06/30/27

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

Service Category	Unit	Baseline Unit Count	Minimum Unit Count	Frequency	Fees	Timeframe
Comprehensive Solution (includes code derivation, form delivery, tax filing, and customer service per Services Schedule)					with ongoing H&W administration services. The full 12 months of the annual fee should be paid prior to the first delivery of the tax forms. Federal Filings in the last year of the Agreement are not included. The fee for each year will be invoiced 40% in October, 40% in November and 20% in December. Annual fee includes 3 EINs; each additional EIN will cost $500. Fees assume that the entire population requiring reporting is administered on the Alight Worklife platform (third party data sources are not included). Annual fee includes 5% annual allocation for corrected forms or paper reprint requests and $1.25 fee per form above 5%. Postage is a pass-through expense. Estimated postage costs will be included on the October invoice each year. After forms are mailed, additional charges (or credits) will be invoiced based on actual costs.	
ACA Individual State Mandate Filing	Flat Fee	N/A	N/A	Annually	$4,500 per state filing Includes CA, DC, NJ, and RI. assuming Federal 1095-C data is utilized.	11/8/26 – 06/30/27
Alight Care						
Health & Welfare Benefits Customer Care Services	Per H&W Eligible Participant	2,550	2,295	Monthly	$2.16	N/A
Additional Items						
Single Sign-On ("SSO") Integration	Per SSO	N/A	N/A	Per Transaction	2 SSOs included If additional SSOs requested by Client, Alight will establish	11/8/26 – 06/30/27

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

Service Category	Unit	Baseline Unit Count	Minimum Unit Count	Frequency	Fees	Timeframe
					single sign-on ("SSO") integration with Client's or its third party vendors' systems for a one-time fee equal to $2,000 per SSO integration if Alight has other SSO integrations with the applicable party, and $5,000 per SSO integration with any other party.	
Change Orders	N/A	N/A	N/A	N/A	Alight Worklife Platform configuration changes are included at no additional cost, with exception of: • New development/changes to 3rd party/carrier integrations • New development/changes to HR/Payroll system integrations • Merger & Acquisition activity All other changes to the Services will be subject to the Change Order provisions of the FSA and priced based on project size and scope. • The billing rate used for Time and Materials (non-fixed fee) projects will be $289 per hour.	11/8/26 – 12/31/27
Audit Support and Data Cleanup	N/A	N/A	N/A	N/A	For no additional charge, Alight will provide up to 100 hours each year that can be used at Client's discretion for audit support and data cleanup or other manual processing. Additional charges may apply for any additional support.	11/8/26 – 12/31/27

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

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

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

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

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

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

3.2.2.1. Fees will be invoiced monthly in arrears.

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

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

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

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

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

Section 4. Definitions.

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

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

Section 5. Fee Offsets.

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

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

required to execute certain documentation requested by the applicable carrier to approve payment of the technology credits to Alight.

Section 6. Additional Terms.

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

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

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

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

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

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

Section 8. Pass-Through Expenses.

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

8.1.1. Travel-related expenses.

8.1.2. Postage, shipping, express mail and messenger services.

8.1.3. Fulfillment, printing and related supplies.

8.1.4. Additional employee communications.

8.1.5. Translation and employee location services.

Docusign Envelope ID: 14698D01-585D-815D-8098-D6E3D49166A4

8.1.6. Non-electronic records, paper files and outside records management suppliers.

8.1.7. Third party invoicing and billing portals.

8.1.8. Time and materials expenses incurred responding to requests for litigation support and research.

8.2. All pass-through expenses will be invoiced monthly in arrears.

Section 9. Payment Terms.

9.1. Client shall pay Alight all fees and expenses within 30 days from date of invoice.

9.2. Interest at 0.75% per month will accrue on all past due amounts from the corresponding due date until payment is received.

9.3. Unless otherwise expressly provided in this Schedule, all payments shall be made in US Dollars (USD).

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