**kainos**®

## KAINOS | SMART ORDER FORM

| Customer Details | |
|---|---|
| Customer Name | City and County of Denver |
| Registered Office Address | 201 W Colfax Ave, Denver, CO 80202 |
| Customer Contact, Number & Email | Chad Mitchell | Chad.Mitchell@denvergov.org |
| Invoice Contact, Number & Email | tsfinance@denvergov.org |
| Purchase Order Number | |
| Hosting Platform Location | USA |

| Kainos Details | |
|---|---|
| Kainos Name | Kainos WorkSmart Inc. |
| Registered Office Address | 470 Atlantic Avenue, 4th Floor, Boston, Massachusetts 02210 |
| Kainos Contact, Number & Email | Tim McDonald | +1 857 204 5252 | t.mcdonald@kainos.com |
| Kimble Code | SO009483 |

| Subscription Term | | | | | | |
|---|---|---|---|---|---|---|
| Effective Date (start date) | Day | 01 | Month | 08 | Year | 2019 |
| End Date | Day | 31 | Month | 07 | Year | 2022 |

| Modules included in the Subscription Service *(Select applicable Module(s))* | |
|---|---|
| Smart HCM Business Process & Integrations Module | ✓ |
| Smart Financials Business Process & Integrations Module | ✓ |
| Smart Security Module | ✓ |
| Smart Payroll Module | ✓ |

| Charging Bands *(Select applicable Charging Band)* | | |
|---|---|---|
| Staff Number | Subscription Service Charge (annual) | Select |
| Up to 20,000 | $190,000 | ✓ |
| 20,001 to 30,000 | $211,200 | ☐ |
| 30,001 to 40,000 | $237,600 | ☐ |

| Summary of Charges | | | |
|---|---|---|---|
| Services | Invoiced | Duration | Total Charges |
| Gold Subscription Service | $190,000 annually in advance | 3 years | $570,000 |
| On boarding Post Deployment | $80,000 ($40,000 upon completion of Weeks 1 and 2 and $40,000 upon completion of Weeks 3 and 4) | Fixed Price | $80,000 |
| | | | $650,000 |

| Special Conditions |
|---|
| |

Signed and accepted by the authorised representatives of Kainos and the Customer:

| Signed by the Customer | | Signed by Kainos | |
|---|---|---|---|
| Signature | | Signature | |
| Print Name | | Print Name | |
| Title | | Title | |
| Date | | Date | |

## APPENDIX 1 | KAINOS SMART MASTER SUBSCRIPTION AGREEMENT

The Kainos Smart Master Subscription Agreement (**MSA**) is entered into on (and is effective from) the Effective Date set out in the Order Form, by and between the Kainos WorkSmart entity (**Kainos**) and the Customer entity (**Customer**) set out in the Order Form, each a **Party**, together the **Parties**. The Parties agree as follows:

**1.      DEFINITIONS & INTERPRETATION**

1.1     The definitions set out in Exhibit 1 shall apply.

**2.      SERVICE**

2.1     Provision of Service. Kainos shall make the Service available to the Customer, and the Authorised Persons in accordance with the Smart SLA, for the Subscription Term, solely for Customer's and the Customer Affiliate's own internal business purposes, subject to the Agreement, including the scope of use defined in the applicable Order Form, the SLA, the Data Processing Exhibit, and the Security Exhibit. Entering into the Agreement is not contingent on the delivery of any future functionality or features or any oral or written comments made by Kainos with respect to the Service.

2.2     Platform. Customer Data will reside at the Hosting Platform Location set out in the Order Form which will not be changed without the Customer's express written consent.

2.3     Staff Numbers & Growth. As of the Effective Date, the Staff Number set out in the Order Form will align with the number of Staff which the Customer has subscribed to under its agreement with Workday. The Staff Number is used to determine the applicable Charging Band. The Parties will review the Staff Number annually. If the Staff Number increases during the Subscription Term, bringing it outside of the applicable Charging Band, the additional Subscription Service Charge payable will be pro-rated and billed, from the date of the increase for the remainder of the Subscription Term.

2.4     Authorised Persons. Customer may permit Authorised Persons to use the Service. Customer is responsible for compliance by the Authorised Persons with the terms of the Agreement as if such Authorised Persons were the Customer. Customer shall identify Authorised Persons to Kainos and promptly notify Kainos of any change in an individual's Authorised Person status under the Agreement.

2.5     On boarding. Kainos will provide On boarding for the charge set out in the Order Form. The description of the On boarding will be referenced in the Order Form. The Order Form will specify which On boarding description is relevant to the Customer. On boarding will be carried out from Kainos' premises. Attendance at the Customer's site is by prior agreement and subject to the recharging of reasonable associated expenses, at cost.

2.6     Support. Upon completion of On boarding Kainos will provide Support for Smart the in accordance with the Smart SLA at Exhibit 3 for the duration of the Subscription Term. The charges for Support are included in the Subscription Service Charge.

2.7     Gold & Platinum Subscription Services. The Customer has the option to contract either the Gold or Platinum Subscription Service and On boarding. The applicable services descriptions will be referenced in the Order Form.

2.8     Additional Modules or services. The Customer has the option to contract additional Smart Modules or services during the Subscription Term by signing an additional Smart Order Form setting out the applicable charges and services descriptions. Upon signature the additional Modules and/or services will be deemed contracted under this MSA.

**3.      USE OF THE SERVICE**

3.1     Kainos Responsibilities. In addition to its confidentiality obligations under the Agreement, Kainos shall: (i) not use, modify or disclose the Customer Data to anyone other than Authorised Persons; (ii) to the extent the Customer Data comprises Personal Data and in respect of which Kainos is acting as data processor only: (a) process the Customer Data in accordance with the Agreement; the Customer's written instructions; and the applicable Data Protection Laws; (b) take appropriate technical, organisational and security measures against unauthorised access to or unauthorised alteration, disclosure, destruction or loss of Customer Data; (c) to reasonably ensure that any Kainos personnel involved in providing the Service are trained to comply with such technical, organisational and security measures; (d) notify the Customer if any data breach, loss of data, cyber-attack and of any complaint, allegation or request is made relating to the processing of Customer Data as soon as reasonably possible; (iii) maintain availability of the Service in accordance with the Smart SLA at Exhibit 3; and (iv) reasonably ensure that any On boarding personnel are informed of and instructed to comply with all reasonable rules, regulations, orders and directions as advised by the Customer, in relation to the Customer's premises.

3.2     Customer Responsibilities. The Customer (i) is responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data and shall ensure that all instructions given by it to Kainos in respect of the Customer Data will be in compliance with applicable Data Protection Laws; (ii) shall arrange access to and shall provide and procure Kainos such facilities, if any, for the performance of On boarding as are reasonably necessary; (iii) shall take commercially reasonable efforts to prevent unauthorised access to, or use of, the Service, and notify Kainos promptly of any such unauthorised access or use; (iv) may not externally publish the results of any tests it conducts to monitor the availability, performance or functionality of the Service; and (v) shall comply with all applicable local, state, federal and foreign laws in respect of the Service, including without limitation all applicable Data Protection Laws. (vii) has sole responsibility for ensuring that the Customer Data, or Customer's use of the Service in violation of the Agreement, does not infringe the rights of, or has otherwise harmed a third party; (viii) shall ensure that Kainos is provided with any Customer information security policies applicable to the project; (ix) shall ensure that Kainos employees have access to the Customer's Smart Tenant and/or the Customer's Workday tenant for the shortest possible timeframe when required to carry out On boarding and access is immediately revoked when not required; (x) shall ensure that it provides access to the minimal amount of data required to fulfil the Service and On boarding and that no access is given to large volumes of data; (xi) shall ensure that, except for Customer Data, no other confidential, sensitive, or proprietary data, including Personal Data, of Customer or third parties is provided to or accessible by Kainos; (xii) shall limit access to Customer Data, both in terms of volume and duration, only to the extent necessary for Kainos to provide the Service; (xiii) shall ensure that its Smart and Workday tenants can only be accessed from trusted networks and devices; (xiv) shall ensure that unencrypted data is not given to Kainos; (xv) shall ensure that data is not sent via email; (xvi) shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Authorised Persons or as otherwise contemplated by the Agreement; (b) knowingly use the Service to send, process or store unlawful or tortious material; (c) knowingly use the Service to send or store Malicious Code; (d) knowingly interfere with or disrupt the integrity or performance of the Service or the data contained in it; (e) modify or make derivative works based upon the Service or the content; (f) create Internet 'links' to the Service or 'frame' or 'mirror' any content on any other server or wireless or Internet-based device; or (g) reverse engineer or access the Service in order to: (i) build a competitive product or service; (ii) build a product using similar ideas, features, functions or graphics of the Service; or (iii) copy any ideas, features, functions or graphics of the Service. In the event of Customer's failure to adhere to any of its responsibilities in this section 3.2, and as otherwise provided in the Agreement or as required to

comply with law or other judicial or government order, Kainos may suspend the Service on notice to Customer.

3.3 A failure by either Party of its respective responsibilities in this section 3.2 shall constitute a material breach of the Agreement.

## 4. DATA PROTECTION & SECURITY

4.1 Kainos shall maintain an information security program that complies with all applicable laws, is materially in accordance with applicable industry standards and the controls set forth in the Audit Reports and Security Exhibit, and is designed to protect the security, confidentiality and integrity of Customer Data. Kainos shall not materially diminish the protections provided by the controls set forth in the Security Exhibit 2 and Audit Reports. Upon Customer's request, Kainos will provide a copy of its most recent Audit Reports. Customer Data shall only be used to provide the Service, to prevent or address service or technical problems, in accordance with the Agreement and the Documentation, or Customer instructions. Personal Data will only be processed in accordance with the Data Processing Exhibit 4. Kainos designs its Service to allow Customers to configure user permissions to limit user access to test cases and results.

## 5. CHARGES & PAYMENT

5.1 Charges. Save where the Customer terminates in accordance with the Agreement, the annual payment obligations are not cancellable and non-refundable. The Charges are payable for the Subscription Term, in the currency specified as set out in the Order Form. The Charging Band will not be varied downwards during the Subscription Term. Notwithstanding any other provision of the Agreement, the Customer's maximum payment obligation will not exceed SIX HUNDRED AND FIFTY THOUSAND DOLLARS ($650,000.00) (the "Maximum Agreement Amount"). The Customer is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Kainos beyond that specifically described in the attached Order Forms. Any services performed beyond those in the attached Order Forms are performed at Kainos' risk and without authorization under the Agreement. The Customer's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The Customer does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Customer.

5.2 Invoicing. Charges for the Service will be invoiced annually in advance. If a Customer purchase order is required for invoicing and/or payment, the Customer will ensure it is raised and supplied to Kainos to facilitate the payment terms which are thirty-five (35) days net.

5.3 Suspension of Service. If Customer's account is sixty (60) days or more overdue (except with respect to Charges then under reasonable and good faith dispute), Kainos reserves the right to suspend the Service on reasonable prior notice to the Customer, without liability, until such overdue amounts are paid in full.

5.4 Taxes. Each Party shall be responsible for its own income taxes. Except as otherwise stated in an Order Form, Kainos' fees do not include any applicable direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, excise, sales/use or withholding taxes (collectively, **Taxes**). Customer is responsible for paying all Taxes associated with the Agreement. If Kainos has a legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Kainos with a valid tax exemption certificate authorised by the appropriate taxing authority. It is Kainos' intention to comply with all its collection responsibilities. Customer agrees to reimburse Kainos for any uncollected taxes which are the Customer's responsibility.

5.5 Insurance. Kainos will maintain, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best

Rating of A-VII authorised to do business in the jurisdictions where the Kainos services are to be performed. Upon Customer's written request, Kainos will provide a certificate of insurance evidencing the coverages specified below:

(i) Workers' Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than $1,000,000 per accident/per employee.

(ii) Professional Indemnity insurance with an aggregate limit of no less than $10,000,000 with an 'indemnity to principal' clause included in the policy.

(iii) Cyber Liability insurance with a limit of no less than $10,000,000 in the aggregate.

Where specifically outlined in the Agreement, Kainos will ensure that the Global Master Insurance Policy will contain an 'indemnity to principals' clause under which the Customer will be compensated for both of the following claims against the Customer: (i) death or bodily injury; and (ii) third-party Property damage arising from connection with the Services and for which Kainos is legally liable. Proof of Insurance: Kainos may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Kainos agrees to provide a certificate of insurance, preferably an ACORD certificate, which complies with all insurance requirements of this Agreement. The Customer's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Kainos breach of this Agreement or of any of the Customer's rights or remedies under this Agreement.

## 6. PROPRIETARY RIGHTS

6.1 Reservation of Rights. Subject to the limited rights expressly granted under the Agreement, Kainos (and its licensors, where applicable) reserve all rights, title and interest in and to the Service, including all related Intellectual Property Rights. The Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, Kainos' technology or the Intellectual Property Rights owned by Kainos or its licensors. The Kainos name, the Kainos logo and the product names associated with the Service are trademarks of Kainos or third parties and no right or license is granted to use them without prior written consent.

6.2 Customer Data. Customer and Authorised Persons (as applicable) exclusively own all rights, title and interest in and/or to all Customer Data. Customer Data is deemed Confidential Information under the Agreement. Customer consents to Kainos accessing the Customer's Smart Tenant and Customer Data to provide On boarding and comply with the Smart SLA. Nothing in the Agreement provides Kainos with any rights or license to use such Customer Data in any manner other than as specifically provided for in the Agreement.

6.3 Suggestions. Kainos may, free of charge and without restriction use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer, or Authorised Persons relating to the operation of the Service.

## 7. CONFIDENTIALITY

7.1 Definition of Confidential Information. **Confidential Information** means all confidential information of a Party (**Disclosing Party**) disclosed to the other Party (**Receiving Party**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the pricing and contents of all Order Forms, the Customer's Personal Data, the Service, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (iii) was independently developed by the Receiving Party; or (iv) is received from a third party, in each of

(i) – (iii) above, without breach of any obligation owed to the Disclosing Party.

7.2 Confidentiality. The Receiving Party shall not use Confidential Information except within the scope of the Agreement and where necessary to provide or receive the Service and On boarding. Without limiting the foregoing, the Receiving Party shall limit access to such Confidential Information to its personnel only on a 'need-to-know' basis and shall not disclose, reveal or otherwise release any Confidential Information to any third party unless the Receiving Party has obtained the Disclosing Party's prior written consent. The Receiving Party shall not modify, destroy, or disclose any Confidential Information to any subcontractor or agent unless it has entered into a written agreement with the Receiving Party under which it is bound to the confidentiality provisions of the Agreement, to the same extent that the Receiving Party is bound. Upon termination of the Agreement, the Receiving Party shall either return, or provide written confirmation of the destruction of, all Confidential Information received or created pursuant to the Agreement.

7.3 Protection. Each Party agrees to protect the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own confidential information (but in no event using less than reasonable care). Kainos represents and warrants that it has implemented and will maintain during the Subscription Term appropriate technical, organisational and security measures and practices that are designed to: (i) ensure the security and confidentiality of the Customer Data; (ii) protect against anticipated threats or hazards to the security or integrity of the Customer Data; and (iii) protect against unauthorised access, use, modification, disclosure or destruction of the Customer Data.

7.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prompt prior notice (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. Neither Party shall make any negative publicity statements regarding the other Party.

7.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of the confidentiality protections in the Agreement, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief, it being specifically acknowledged by the Parties that any other available remedies may be inadequate.

7.6 IN ADDITION TO ANY OTHER EXCLUSIONS AND LIMITATIONS IN THE AGREEMENT, KAINOS SHALL NOT BE LIABLE FOR ANY CONFIDENTIAL INFORMATION OR PERSONAL DATA THAT IS PROVIDED TO KAINOS OR TO WHICH KAINOS IS GIVEN ACCESS THAT IS NOT CUSTOMER DATA OR OTHERWISE REQUIRED FOR KAINOS TO PROVIDE THE SERVICE UNDER THE AGREEMENT.

7.7 Notwithstanding the forgoing, Kainos recognises that Customer may be subject to freedom of information laws requiring Customer to make public, or provide to qualified requestors upon request, pricing and other Order Form content. Where Customer is required under such laws to disclose such information, Customer shall only provide such information to the extent strictly necessary under such laws. Where any such information (for example any information which may be deemed commercially sensitive or trade secret(s) or the like) may be exempt from disclosure by way of protections afforded to Kainos under such laws, the Customer will notify Kainos of any request for disclosure where Kainos may apply for protection. In the event Kainos does not apply for protection the Customer shall be free to disclose requested information.

8. **WARRANTIES & DISCLAIMERS**

8.1 Warranties. Each Party represents and warrants that: (i) it has the legal power to enter into the Agreement and it shall comply with all Laws applicable to it including, but not limited to, Laws related to data privacy, international communications and the transmission of technical or Personal Data. and that on entering into the Agreement and on an on-going basis for the duration of the Agreement: (ii) it (and its senior officers, directors, employees and sub-contractors) will not engage in any activity, practice or conduct which would constitute an offence under any applicable anti-corruption laws/anti-slavery laws; and (iii) it (and its senior officers, directors, employees and sub-contractors) has not been investigated, prosecuted or convicted of any offence under any applicable anti-corruption laws. Kainos represents and warrants that: (a) the functionality of the Service will not be materially decreased during a Subscription Term; (b) it shall perform the On boarding with reasonable skill and care.

8.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, KAINOS MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND DISCLAIMS ALL IMPLIED WARRANTIES, (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. **INDEMNIFICATION**

9.1 Intellectual Property Indemnification. Kainos shall defend Customer, at Kainos' expense, from claims, demands, suits, or proceedings made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes such third party's Intellectual Property Rights (IP Claims) and shall indemnify and hold Customer harmless against any loss, damage or costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, **IP Losses**); provided that Customer: (a) promptly gives written notice of the IP Claim to Kainos (a delay of notice will not relieve Kainos of its obligations under this section except to the extent that Kainos is prejudiced by such delay); (b) gives Kainos sole control of the defence and settlement of the IP Claim (Kainos may not settle any IP Claim unless it unconditionally releases Customer of all liability); and (c) provides to Kainos, at Kainos' cost, all reasonable assistance. Kainos shall have no liability for IP Claims or IP Losses to the extent arising from: (i) modification of the Service by anyone other than Kainos; (ii) use of the Service in a manner inconsistent with the Agreement or Documentation; or (iii) use of the Service in combination with any other product or service with the exception of Workday. If Customer is enjoined from using the Service or Kainos reasonably believes it will be enjoined, Kainos shall have the right, at its sole option, to obtain for Customer the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Kainos, then the Agreement may be terminated at either Party's option and Kainos' sole liability, in addition to these indemnification obligations, shall be to refund any prepaid fees for the Service that was to be provided after the effective date of termination.

9.2 Customer Data Indemnity. Subject to section 10.1 and 10.2, If Kainos materially breaches its obligation under the Agreement with respect to the protection and security of Customer Data that comprises Personal Data, as provided for in the Data Processing Exhibit, Kainos shall reimburse Customer for Customer's reasonable out-of-pocket costs and expenses actually paid to third parties (**Data Claims**) for: (i) Amounts paid to affected third parties as damages or settlements arising from such breach; (ii) fines and penalties imposed by governmental authority arising from such breach; (iii) legal fees, including reasonable attorney's fees, to defend against third party claims arising from such breach, and; (iv) any notice or other requirements provided by law (**Data Losses**) provided that Customer: (a) promptly gives written notice of the Data Claim to Kainos (a delay of notice will not relieve Kainos of its obligations under this section except to the extent that Kainos is prejudiced by such delay); (b) gives Kainos sole control of the defence and settlement of the Data Claim (Kainos may not settle any Data Claim unless it unconditionally releases Customer of all liability); and (c) provides to Kainos, at Kainos' cost, all reasonable assistance. Kainos shall have no liability for Data Claims or Data Losses to the extent arising from: (i) breach of Customer's Responsibilities in section 3.2; or (ii) use

of the Service in a manner inconsistent with the Agreement or Documentation.

9.3 Except as set out in 9.1, and 9.2 Kainos hereby agrees to defend, indemnify, reimburse and hold harmless Customer, its appointed and elected officials, agents and employees ("Indemnified Parties") for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the Customer. This indemnity shall be interpreted in the broadest possible manner to indemnify Customer for any acts or omissions of Kainos or its subcontractor either passive or active, irrespective of fault, including Customer's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of Customer.

9.4 Kainos' duty to defend and indemnify Customer shall arise at the time written notice of the Claim is first provided to Customer regardless of whether claimant has filed suit on the Claim. Kainos' duty to defend and indemnify Customer shall arise even if Customer is the only party sued by claimant and/or claimant alleges that Customer's negligence or willful misconduct was the sole cause of claimant's damages.

9.5 Kainos will defend any and all Claims which may be brought or threatened against Customer and will pay on behalf of Customer any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of Customer shall be in addition to any other legal remedies available to Customer and shall not be considered Customer's exclusive remedy.

9.6 Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Kainos under the terms of this indemnification obligation. Kainos shall obtain, at its own expense, any additional insurance that it deems necessary for the Customer's protection.

**10. LIMITATION OF LIABILITY**

10.1 EXCEPT WITH RESPECT TO DAMAGES CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KAINOS' IP INDEMNIFICATION OBLIGATIONS IN SECTION 9.1, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THREE TIMES THE FEES PAID AND/OR PAYABLE UNDER THE AGREEMENT DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE (**GENERAL CAP**).

10.2 **EXCLUSION OF DAMAGES**. EXCEPT FOR KAINOS' IP INDEMNIFICATION OBLIGATIONS IN SECTION 9.1, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES HAVE LIABILITY FOR LOST PROFITS OR REVENUES, LOSS OF USE, BUSINESS INTERRUPTION, REPUTATIONAL HARM, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR COVER DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSIONS IN THIS SECTION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW, AND MAY BE MODIFIED TO THE EXTENT NECESSARY TO ENFORCE THE TERMS OF THIS SECTION. CUSTOMER'S PAYMENT OBLIGATIONS SHALL NOT BE CONSIDERED KAINOS' LOST PROFITS.

10.3 The terms of section 10 have been negotiated by the Parties at arm's length, and the Parties agree that section 10 provides for a reasonable allocation of their respective risk of loss.

**11. TERM & TERMINATION**

11.1 Term of Agreement. The Agreement will become operational on the Effective Date and will endure for the Subscription Term set out in the Order Form unless otherwise validly terminated or renewed in accordance with the Agreement. The Customer's right to avail of the Service shall cease on termination of the Agreement. The Customer has the right to terminate the Agreement and end the Subscription Services, after the first anniversary of the Subscription Term, without cause by serving sixty (60) days prior written notice to Kainos. On receipt of such notice, Kainos will refund to the Customer the unused proportion of any Charges paid or pre-paid. Following the notice period, the Customer will not incur any further Charges applicable to the unused remainder of the Subscription Term.

11.2 Termination for Cause. A Party may terminate the Agreement for cause: (i) upon thirty (30) days written notice of a material breach to the other Party which remains uncured at the end of such period; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors or any event analogous to the foregoing occurs in relation to that other Party in any jurisdiction. On termination for cause by Customer, Kainos shall refund unused prepaid Subscription Service Charge(s) for the remainder of the Subscription Term.

11.3 Retrieval of Customer Data. Upon Customer's written request made prior to expiration or termination of the Agreement, Kainos will give Customer limited access to the Service for a period of up to sixty (60) days, at no additional cost, solely for purposes of retrieving Customer Data and will continue to protect the Customer Data during this period. The instructions for doing so are set out in the Documentation. Subject to such sixty (60) day period and Kainos' legal obligations, Kainos has no obligation to maintain or provide any Customer Data and shall, unless legally prohibited, delete Customer Data; provided, however, that Kainos will not be required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted. For clarity, during the Term, Customer may extract Customer Data using Smart standard web service as described in the Documentation.

11.4 Transition Period Before Final Termination. If the Agreement is terminated and Customer submits a written request to Kainos for a onetime transition period within thirty (30) days of such termination, Kainos will continue to provide the Service for up to three (3) months after the End Date (the **Transition Period**). Monthly fees for the Transition Period will be 1/12 of the immediately preceding twelve-month period plus five percent (5%). If Customer requests transition assistance during the Transition Period, Kainos will provide consulting cooperation and assistance regarding the Service as set out in a consultancy services order form at Kainos' then current rates for consulting services unless a different rate is mutually agreed upon by the Parties. Notwithstanding the foregoing, if Kainos is enjoined from performing, or termination of the Agreement was due to Customer's breach, Kainos has no obligation to perform under this section unless it receives (i) payment of all charges not subject to reasonable and good faith dispute, (ii) prepayment of charges for further services, and (iii) certification of ongoing compliance with the terms of the Agreement during the Transition Period.

**12. GENERAL PROVISIONS**

12.1 Relationship of the Parties. The Parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

12.2 No Third Party Beneficiaries. Only Parties to the Agreement are intended to benefit by its terms.

12.3 Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform arising from a force majeure event.

12.4 Notices. Where there is any requirement for either Party to serve notice, such notice shall be sent by either Party to their respective Contact at their principal place of business set out in the Order Form.

12.5 Dispute Resolution. Any dispute arising out of or in connection with the Service will in the first instance be referred to:

(i) the Kainos Contact and the Customer Contact for discussion and resolution within seven (7) working days of the dispute being referred (or such other date as is mutually agreed). If the dispute is not resolved within

the agreed timeframe, then the dispute will be referred to ii. below;

(ii) the Head of On boarding, who will schedule a meeting with the Customer representative within seven (7) working days of the escalation date (or such other date as is mutually agreed), to attempt to resolve the dispute. If the dispute is not resolved within the agreed timeframe, then the dispute will be referred to iii. below;

(iii) the Head of Kainos WorkSmart who will schedule a meeting with the Customer representative within seven (7) working days of the escalation date (or such other date as is mutually agreed), to attempt to resolve the dispute.

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

12.7 Severability. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement shall remain in effect.

12.8 Assignment. Neither Party may assign any of its rights or obligations under the Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld or delayed). Notwithstanding the foregoing, either Party may assign the Agreement in its entirety (including all Order Forms), without consent of the other Party, in connection with a merger, acquisition, corporate reorganisation, or asset sale not involving a direct competitor of the other Party.

12.9 Governing Law. The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District. Kainos shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

12.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, variation, amendment or waiver of any provision of the Agreement shall be effective unless in writing and signed by both Parties. Terms or conditions stated in a Customer purchase order, invoices, Customer business forms or in any other Customer order documentation (excluding Smart Order Forms) shall not be incorporated into or form any part of the Agreement, and all such terms or conditions shall be null and void. Nothing in the Agreement will operate to vary or invalidate

any other contracts in existence between the Parties which will operate independently of the Agreement under the terms and conditions agreed.

12.11 Order of Precedence. In the event of any conflict between the MSA and the terms of any such Order Form, the provisions of the relevant Order Form shall prevail (so long as there are no additional material changes to the MSA).

12.12 Further Assurance. Each Party shall do and execute or arrange and procure for the doing and executing of any act and/or document reasonably requested of it by the other Party to implement and give full effect to the terms of the Agreement.

12.13 Affiliates. The Agreement makes reference throughout to Affiliates and Authorised Persons and such Affiliates/Authorised Persons are entitled to avail of the Service. It is acknowledged that Kainos is contractually bound to the Customer and that all limitations of liability set out in the Agreement constitute an aggregate cap for the Agreement (and for all parties in receipt of Service and/or On boarding or with access to the Service under it) and not a 'per Affiliate' or 'per Authorised Person' limitation.

12.14 Surviving Provisions. The following provisions shall survive any termination or expiration of the Agreement:
Sections 4 to 11 inclusive and Exhibit 1 and 4.

12.15 NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under the Agreement, Kainos may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. Kainos shall insert the foregoing provision in all subcontracts.

12.16 PROHIBITED TERMS. Any term included in this Agreement that requires the City to indemnify or hold Kainos harmless; requires the City to agree to binding arbitration; limits Kainos' liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

12.17 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS. Kainos consents to the use of electronic signatures by the Customer. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Customer in the manner specified by the Customer. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

12.18 Any authorized agent of the Customer, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of Kainos, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

## EXHIBIT 1 | DEFINITIONS

| | |
|---|---|
| Affiliate | means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. **Control**, for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity or an equivalent ownership interest. |
| Agreement | means the Kainos Smart Master Subscription Agreement including exhibits 1, 2, 3, and 4 and any other exhibits or appendices and any executed Order Form(s). |
| Audit Reports | means the most recently completed SOC2 and ISO27001 certificate or comparable industry-standard successor report prepared by Kainos' independent third party auditor. |
| Authorised Person(s) | means Staff, Affiliates (and Staff of Affiliates) and third parties authorised by the Customer to access the Service. |
| Charges | means all charges payable by the Customer for the Service and On boarding under the Agreement to include without limitation, charges for On boarding, calculated at the Hourly Rate and the Subscription Service Charges payable for the Service. |
| Charging Bands | means the bands set out in the Order Form which are used to determine the applicable Service Charge associated with the Full Service Equivalent (**FSE**) Number. |
| Customer Data | means all electronic data or information submitted by Customer or Authorised Persons to the Service or retrieved from the Customer's Workday tenant by Smart. |
| Data Processing Exhibit or DPE | means that exhibit located at Exhibit 4 which is hereby incorporated by reference into the Agreement. |
| Data Protection Laws | means all applicable US state, US federal and international legislation on the protection of data subjects with regard to the processing of Personal Data and on the free movement of such data, including those implementing the EU Data Protection Directive 95/46/EC and the General Data Protection Regulation 2018 (**GDPR**) and/or other data protection or privacy legislation in force from time to time. |
| Documentation | means Kainos Smart's electronic user guide for the Service, which may be updated by Kainos from time to time and accessible via the following link http://help.kainossmart.com/m/userguide. |
| Effective Date | means the date from which the Service or On boarding, or both, as the context requires, will be made available to the Customer as set out in the Order Form. |
| Hosting Platform Location | means the location of the hosting platform as set out in the Order Form which is EITHER the United States of America or the EEA. |
| Intellectual Property Rights or IP | means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honoured or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto. |
| Law | means any local, state, national and/or foreign law, treaties, and/or regulations applicable to the respective Party. |
| Malicious Code | means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs. |
| On boarding | means the activities to implement the Service, as described in section 2.5. |
| Order Form | means the document by which the Customer contracts the Service. |
| Personal Data | has the definition set forth in the Data Processing Exhibit. |
| Service Hours | means the hours worked by Kainos in provision of On boarding Monday to Friday between 08:00 and 18:00 subject to the public holidays where the On boarding is performed. |
| Service | means the Subscription Services. |
| Smart | means the Kainos software as a service (**SaaS**) application known as Smart, a cloud-based, automated testing product for Workday implementations. The functionality provided in Smart is based on the Modules subscribed to under an Order Form, and the associated support provided |

| | |
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| | under the Smart SLA. |
| Smart SLA | means the service level availability applicable to the Service at Exhibit 3. |
| Staff | means employees, consultants, workers, independent contractors, contingent workers, seasonal staff and retirees of the Customer and its Affiliates whose business records may be tested by the Service as more particularly described in section 2.3 and as detailed in the Order Form. |
| Subscription Service | means the Smart SaaS subscribed to by a Customer under an Order Form and provided by Kainos. |
| Subscription Service Charge | means the annual charge for the provision of the Service, invoiced annually in advance for each year of the Subscription Term, calculated by reference to the Charging Bands. |
| Subscription Term | means the period starting on the Effective Date and ending on the End Date, as set out in the relevant Order Form. |
| Support | means technical assistance with incidents logged in respect of Service as more particularly detailed in Exhibit 3 Smart SLA. |
| Tenant | means a unique instance of the Service with a separate set of data held by Kainos in a logically separated database (i.e. a database segregated through password-controlled access). |
| Workday | means the on- demand financial management and human capital management SaaS supplied by Workday Inc. |

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# EXHIBIT 2 | SECURITY

Kainos maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to (a) the size, scope and type of Kainos' business; (b) the amount of resources available to Kainos; (c) the type of information that Kainos will store; and (d) the need for security and confidentiality of such information.

Kainos' security program is designed to:
- Protect the confidentiality, integrity, and availability of Customer Data in Kainos' possession or control or to which Kainos has access;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Customer Data;
- Protect against unauthorised or unlawful access, use, disclosure, alteration, or destruction of Customer Data;
- Protect against accidental loss or destruction of, or damage to, Customer Data; and
- Safeguard information as set forth in any local, state or federal regulations by which Kainos may be regulated.

Without limiting the generality of the foregoing, Kainos' security program includes:

1. Security Awareness & Training. A mandatory security awareness and training program for all members of Kainos' workforce (including management), which includes:
   (a) Training on how to implement and comply with its information security program; and
   (b) Promoting a culture of security awareness through periodic communications from senior management with employees.

2. Access Controls. Policies, procedures, and logical controls:
   (a) To limit access to its information systems and the facility or facilities in which they are housed to properly authorised persons;
   (b) To prevent those workforce members and others who should not have access from obtaining access; and
   (c) To remove access in a timely basis in the event of a change in job responsibilities or job status.

3. Physical & Environmental Security. Kainos reviews the controls of hosting providers to ensure that they provide reasonable assurance that access to physical servers at the data centre hosting Smart is limited to properly authorised individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes. These controls include:
   (a) Logging and monitoring of unauthorised access attempts to the data centre by the data centre security personnel;
   (b) Camera surveillance systems at critical internal and external entry points to the data centre;
   (c) Systems that monitor and control the air temperature and humidity at appropriate levels for the computing equipment; and
   (d) Uninterruptible Power Supply (UPS) modules and backup generators that provide back-up power in the event of an electrical failure.

4. Security Incident Procedures. A security incident response plan that includes procedures to be followed in the event of any security breach. Such procedures include:
   (a) Roles and responsibilities: formation of an internal incident response team with a response leader;
   (b) Investigation: assessing the risk the incident poses and determining who may be affected;
   (c) Communication: internal reporting as well as a notification process in the event of unauthorised disclosure of Customer Data;
   (d) Recordkeeping: keeping a record of what was done and by whom to help in later analysis and possible legal action; and
   (e) Audit: conducting and documenting root cause analysis and remediation plan.

5. Contingency Planning. Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Customer Data or production systems that contain Customer Data. Such procedures include:
   (a) Data Backups: A policy for performing periodic backups of production file systems and databases, as applicable, according to a defined schedule;
   (b) Disaster Recovery: A formal disaster recovery plan for the production data centre, including:
      (i) Requirements for the disaster plan to be tested on a regular basis, currently twice a year; and
      (ii) A documented executive summary of the disaster recovery testing, at least annually, which is available upon request to customers; and
   (c) Business Continuity Plan: A formal process to address the framework by which an unplanned event might be managed in order to minimise the loss of vital resources.

6. Audit Controls. Hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic information.

7. Data Integrity. Policies and procedures to ensure the confidentiality, integrity, and availability of Customer Data and protect it from disclosure, improper alteration, or destruction.

8. Storage & Transmission Security. Security measures to guard against unauthorised access to Customer Data that is being transmitted over a public electronic communications network or stored electronically. Such measures include requiring encryption of any Customer Data stored on desktops, laptops or other removable storage devices.

9. Secure Disposal. Policies and procedures regarding the secure disposal of tangible property containing Customer Data, taking into account available technology so that Customer Data cannot be practicably read or reconstructed.

10. Assigned Security Responsibility. Assigning responsibility for the development, implementation, and maintenance of its Information Security Program, including:
    (a) Designating a security official with overall responsibility;
    (b) Defining security roles and responsibilities for individuals with security responsibilities; and
    (c) Designating a Security Council consisting of cross-functional management representatives to meet on a regular basis.

11. Testing. Regularly testing the key controls, systems and procedures of its information security program to validate that they are properly implemented and effective in addressing the threats and risks identified. Where applicable, such testing includes:

(a)     Internal risk assessments;
(b)     ISO 27001; and
(c)     Service Organisation Control 2 (SOC2) audit reports (or industry-standard successor reports).

12.     <u>Monitoring</u>. Network and systems monitoring, including error logs on servers, disks and security events for any potential problems. Such monitoring includes:
(a)     Reviewing changes affecting systems handling authentication, authorisation, and auditing;
(b)     Reviewing privileged access to Kainos production systems; and
(c)     Engaging third parties to perform network vulnerability assessments and penetration testing on a regular basis.

13.     <u>Change & Configuration Management</u>. Maintaining policies and procedures for managing changes Kainos makes to production systems, applications, and databases. Such policies and procedures include:
(a)     A process for documenting, testing and approving the patching and maintenance of the Service;
(b)     A security patching process that requires patching systems in a timely manner based on a risk analysis; and
(c)     A process for Kainos to utilise a third party to conduct web application level security assessments. These assessments generally include testing, where applicable, for:
    (i)      Cross-site request forgery;
    (ii)     Service scanning;
    (iii)    Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing);
    (iv)    XML and SOAP attacks;
    (v)     Weak session management;
    (vi)    Data validation flaws and data model constraint inconsistencies;
    (vii)   Insufficient authentication; and
    (viii)  Insufficient authorisation.

14.     <u>Program Adjustments</u>. Kainos monitors, evaluates, and adjusts, as appropriate, the security program in light of:
(a)     Any relevant changes in technology and any internal or external threats to Kainos or the Customer Data; security and data privacy regulations applicable to Kainos; and
(b)     Kainos' own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.

15.     <u>Devices</u>. All laptop and desktop computing devices utilised by Kainos and any subcontractors when accessing Customer Data:
(a)     Will be equipped with a minimum of AES 128-bit full hard disk drive encryption;
(b)     Will have up to date virus and malware detection and prevention software installed with virus definitions updated on a regular basis; and
(c)     Shall maintain virus and malware detection and prevention software so as to remain on a supported release. This shall include, but not be limited to, promptly implementing any applicable security-related enhancement or fix made available by supplier of such software.

16.     The Customer's Identity and Access Management (IdM) system is an integrated infrastructure solution that enables many of the Customer's services and online resources to operate more efficiently, effectively, economically and securely.  All new and proposed applications must utilize the authentication and authorization functions and components of the IdM.  Strong authentication is required for privileged accounts or accounts with access to sensitive information.  This technical requirement applies to all solutions, regardless to where the application is hosted. To fully maximise the security of the authentication process the Customer shall use the Single-Sign On and SAML v2.0 extension of the Customer's Identity and Access Management (IdM) system.

# SMART SLA

**SUPPORT SERVICE HOURS**

Kainos shall provide the Customer with technical assistance with regard to incidents logged in respect of the Service from 08:00 GMT to 20:00 GMT, Monday to Friday, excluding UK public holidays (the **Support Service Hours**), in accordance with this SLA.

**AVAILABILITY**

| | | |
|---|---|---|
| Unplanned outage | uptime SLA 99.5%* | *based on 7 days' x 24 hours per calendar month (exclusive of planned outage) this equates to 3 hours, 36 minutes per calendar month or 1 day, 19 hours and 48 minutes per year of unplanned outage. |
| Planned outage | 10 hours per month scheduled downtime (on 24 hours' notice, to Customer, via email, of planned outages) | The Service:<br>➢ may experience scheduled downtime of up to 10 hours per month for service updates;<br>➢ shall be available no later than 24 hours after each Workday update;<br>➢ updates will be aligned where possible with the Workday planned outage schedule. |

**DISASTER RECOVERY**

Kainos targets a recovery time objective (the timeframe within which Kainos aims to have the Service restored) (an **RTO**) of 12 hours following an agreed Severity level Critical incident occurring, measured from the time the Service becomes unavailable until it is available again. Kainos targets a recovery point objective (the maximum amount of transactional data that could be lost) (an **RPO**) of 24 hours.

**INCIDENT SUBMITTAL & REPORTING**

Customers may submit incidents to the Kainos Incident Management System (**KIM**) available from https://support.kainos.com.

Kainos will respond to each incident raised in accordance with this SLA and will use commercially reasonable efforts to promptly resolve each request. Response commitments will be suspended each day at the end of the Support Service Hours and resume on the next day at the start of the Support Service Hours.

**IDENTIFICATION OF INCIDENT SEVERITY LEVEL**

Customer shall perform self-diagnosis of each incident and make a recommendation to Kainos with regard to the severity level of that incident at the time of logging the incident. Kainos may, subject to the Customer's agreement, re-categorise any incident based on additional information and following agreement between the Parties any re-categorisation shall be communicated using KIM. Prior to logging an incident in KIM the Customer will have investigated and eliminated any internet or environment issues arising from its equipment, or for which it has responsibility (e.g. internet connectivity).

**INCIDENT SEVERITY LEVELS**

| Severity Level | Description | Kainos Response Commitment | Customer Response Commitment |
|---|---|---|---|
| Critical | The Service is unavailable for all Authorised Persons. | Within two (2) hours of receipt of incident. | Customer shall remain accessible by phone for troubleshooting from the time a Critical issue is raised until it has been resolved. |
| Severe | The Service malfunction impacts a critical piece of functionality. | Within four (4) hours of receipt of incident. | Customer shall remain accessible by phone for troubleshooting from the time a Severe issue is raised until it has been resolved. |
| Serious | The Service malfunction impacts a non-critical piece of functionality. | Within one (1) day of receipt of incident. | Customer will respond to Kainos requests for additional information and implement recommended solutions in a timely manner. |
| Minor/Query | Routine advice, guidance request, documentation deficiency or usability suggestion. | Within five (5) days of receipt of incident. | Customer will respond to Kainos requests for additional information and implement recommended solutions in a timely manner. |
| Feature/Suggestion | Suggestion for future feature enhancements to the Service. | Within two hundred and forty (240) hours of receipt of incident. | Customer will respond to Kainos requests for additional information in a timely manner. |

**REMEDY FOR SLA FAILURE**

In the event that during the Subscription Term, Kainos fails to meet the uptime SLA three (3) times or more in any rolling six (6) month period, as a result of Kainos' default, then on Validation (as defined below) such inability to use will confer on the Customer the ability to terminate the Order Form,

with immediate effect on notice to Kainos. In such circumstances, Kainos will refund the Customer any un-used, pre-paid Subscription Service Charges. For the avoidance of doubt, unavailability as a result of scheduled updates and/or planned outages will not be counted. The Customer will contact Kainos as soon as it becomes aware that it is unable to access the Service and Kainos will undertake Validation.

**Validation** shall mean validation of the amount of time that the Service has been unavailable to the Customer and the reason behind such unavailability, determined by reference to the records produced by the Kainos 'checker' which monitors the Service uptime and in the event of dispute, by way of such records as may be reasonably adduced by the Customer to evidence the unavailability of the Service, for example and without limitation, firewall logs.

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## EXHIBIT 4 | DATA PROCESSING EXHIBIT

This Data Processing Exhibit (**DPE**) forms part of the Agreement under which Kainos provides the Subscription Service to Customer. Designated Data Centre Location: means the Hosting Platform Location detailed in the Order Form.

### 1. DEFINITIONS

1.1 Unless otherwise defined below, all capitalised terms have the meaning given to them in the Agreement and/or this DPE.

**Additional Products** means products, services, and applications (whether made available by Kainos or a third party) that are not part of the Service.

**Data Controller** means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

**Data Processor** means the entity which Processes Personal Data on behalf of the Data Controller.

**EU Data Protection Laws** means: (i) up to 25 May 2018, the Data Protection Directive 95/46/EC; and (ii) from 25 May 2018 onwards, the General Data Protection Regulation (EU) 2016/679.

**Data Protection Laws** means all data protection laws applicable to the Processing of Personal Data under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations, EU Data Protection Laws, and implementations of EU Data Protection Laws into national law.

**Data Subject** means the person to whom the Personal Data relates.

**Documentation** means Kainos Smart's electronic administrator guide for the Service, which may be updated by Kainos from time to time.

**EEA** means the European Economic Area.

**Personal Data** means any Customer Data that relates to (i) an identified or identifiable natural person, where such data is protected under applicable Data Protection Laws; or (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data under applicable Data Protection Laws).

**Processing** or **Process** means any operation or set of operations performed on Personal Data or sets of Personal Data, such as collecting, recording, organising, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, restricting, erasing or destroying.

**Subprocessor** means a Kainos Affiliate or third party entity engaged by Kainos or a Kainos Affiliate as a Data Processor under this DPE.

**Valid Transfer Mechanism** means a data transfer mechanism permitted by EU Data Protection Laws as a lawful basis for transferring Personal Data to a recipient outside the EEA.

### 2. PROCESSING PERSONAL DATA

2.1 Scope & Role of the Parties. This DPE applies to the Processing of Personal Data by Kainos in the course of providing the Service. For the purposes of this DPE, Customer and its Affiliates are the Data Controller(s) and Kainos is the Data Processor, Processing Personal Data on Customer's behalf.

2.2 Instructions for Processing. Kainos shall Process Personal Data in accordance with Customer's instructions. Customer instructs Kainos to Process Personal Data to provide the Service in accordance with the Agreement (including this DPE). Customer may provide additional instructions to Kainos to Process Personal Data, however Kainos shall be obligated to perform such additional instructions only if they are consistent with the terms and scope of the Agreement and this DPE.

2.3 Compliance with Laws. Kainos shall comply with all Data Protection Laws applicable to Kainos in its role as a Data Processor Processing Personal Data. For the avoidance of doubt, Kainos is not responsible for complying with Data Protection Laws applicable to Customer or Customer's industry such as those not generally applicable to online service providers. Customer shall comply with all Data Protection Laws applicable to Customer as a Data Controller.

### 3. SUBPROCESSORS

3.1 Use of Subprocessors. Customer agrees that Kainos and Kainos Affiliates may engage Subprocessors to Process Personal Data. Kainos or the relevant Kainos Affiliate shall ensure that such Subprocessor has entered into a written agreement requiring the Subprocessor to abide by terms no less protective than those provided in this DPE. Upon Customer's request, Kainos will make available to Customer a summary of the data processing terms. For the avoidance of doubt, the data processing terms that apply to Kainos Affiliates when Processing Personal Data as a Subprocessor are those set out in this DPE. Kainos shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by Kainos.

3.2 Notification of New Subprocessors. Kainos shall make available to Customer through Kainos' customer website a list of Subprocessors authorised to Process Personal Data (**Subprocessor List**) and provide Customer with a mechanism to obtain notice of any updates to the Subprocessor List. At least thirty (30) days prior to authorising any new Subprocessor to Process Personal Data, Kainos shall provide notice to Customer by updating the Subprocessor List.

3.3 Subprocessor Objection Right. This section 3.3 shall apply only where and to the extent that Customer is established within the EEA or Switzerland or where otherwise required by Data Protection Laws applicable to Customer. In such event, if Customer objects on reasonable grounds relating to data protection to Kainos' use of a new Subprocessor then Customer shall promptly, and within fourteen (14) days following Kainos' notification pursuant to section 3.2 above, provide written notice of such objection to Kainos. Should Kainos choose to retain the objected -to Subprocessor, Kainos will notify the Customer at least fourteen (14) days before authorising the Subprocessor to Process Personal Data and the Customer may immediately discontinue using the relevant portion(s) of the Service and may terminate the relevant portion(s) of the Service within thirty (30) days. Upon any termination by Customer pursuant to this section, Kainos shall refund Customer any prepaid fees for the terminated portion(s) of the Service that were to be provided after the effective date of termination.

### 4. DATA CENTRE LOCATION & DATA TRANSFERS

4.1 Storage of Personal Data. Customer Data will be housed in data centres located in the Hosting Platform Location set forth in the Order Form unless the Parties otherwise expressly agree in writing.

4.2 Access to Personal Data. Notwithstanding section 4.1, in order to provide the Service Kainos and its Subprocessors will only access Personal Data from (i) countries in the EEA, (ii) countries formally recognised by the European Commission as providing an adequate level of data protection (**Adequate Countries**) and (iii) the United States provided, in this case, that Kainos makes available to Customer a Valid Transfer Mechanism. When Kainos or its Subprocessors access Personal Data from outside the Hosting Platform Location for the purposes set forth above, Customer agrees that Personal Data may be temporarily stored in that country.

### 5. RIGHTS OF DATA SUBJECTS

5.1 Correction, Deletion or Restriction. Kainos will, as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, either (i) provide Customer the ability within the Service to correct or delete Personal Data or restrict its Processing; or (ii) make such corrections, deletions, or restrictions on Customer's behalf if such functionality is not

available within the Service (with the choice between (i) and (ii) being at Kainos' discretion).

5.2 <u>Access to Personal Data</u>. To the extent a Data Subject's Personal Data is not accessible to Customer through the Service, Kainos will, as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, provide reasonable assistance to make such Personal Data available to Customer.

5.3 <u>Handling of Data Subject Requests</u>. For the avoidance of doubt, Customer is responsible for responding to Data Subject requests for access, correction, deletion or restriction of that person's Personal Data (**Data Subject Request**). If Kainos receives a Data Subject Request, Kainos shall promptly redirect the Data Subject to Customer.

5.4 <u>Data Portability</u>. During the term of the Agreement, Customer may extract Personal Data from the Service in accordance with the Documentation and the relevant provisions of the Agreement, including so that Customer can provide the Personal Data to an individual who makes a data portability request under EU Data Protection Laws.

**6. GOVERNMENT ACCESS REQUESTS**

6.1 Unless prohibited by applicable law or a legally-binding request of law enforcement, Kainos shall promptly notify Customer of any request by government agency or law enforcement authority for access to or seizure of Personal Data.

**7. KAINOS PERSONNEL**

7.1 Kainos shall take reasonable steps to require screening of its personnel who may have access to Personal Data and shall require such personnel to receive appropriate training on their responsibilities regarding the handling and safeguarding of Personal Data and sign confidentiality agreements with Kainos. Such confidentiality obligations shall survive the termination of employment.

**8. SECURITY**

8.1 <u>Breach Notification</u>. Kainos shall promptly upon discovery or as soon as reasonably practicable thereafter, notify Customer of any Security Breach in accordance with the relevant provisions of the Agreement. **Security Breach** as used herein means any act or omission that compromises (i) the confidentiality, integrity, or availability of Personal Data, or (ii) the administrative, physical, and technical safeguards put in place by Kainos or Kainos Affiliates that relate to the protection of the confidentiality, integrity, and availability of Personal Data.

8.2 <u>Information Security Program</u>. Kainos shall implement appropriate technical and organisational measures designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data as set forth in the Security Exhibit.

**9. AUDIT**

9.1 Customer agrees that, except as otherwise provided in this section, Kainos' then-current SOC 2 audit report (or comparable industry-standard successor reports) and/or Kainos' ISO 27001 Certifications will be used to satisfy any audit or inspection requests by or on behalf of Customer, and Kainos shall make such reports available to Customer upon request. In the event that Customer, a regulator, or data protection authority requires additional information, or an audit related to the Service, such information and/or audit shall be made available upon request.

**10. RETURN & DELETION OF PERSONAL DATA**

10.1 Upon termination of the Service, Kainos shall return and delete Personal Data in accordance with the Agreement.

**11. ADDITIONAL PRODUCTS**

11.1 Customer acknowledges that if it installs, uses, or enables Additional Products that interoperate with the Service but are not part of the Service itself, then by such actions Customer is instructing Kainos to cause the Service to allow such Additional Products to access Personal Data as required for the interoperation of those Additional Products with the Service. Such separate Additional Products are not required to use the Service and may be restricted for use as determined by Customer's system administrator. THIS DPE DOES NOT APPLY TO THE PROCESSING OF PERSONAL DATA BY ADDITIONAL PRODUCTS WHICH ARE NOT PART OF THE SERVICE, AND KAINOS SHALL NOT BE LIABLE FOR ANY SECURITY BREACH RELATED TO OR RESULTING FROM SUCH ADDITIONAL PRODUCTS.

**12. ADDITIONAL EUROPEAN TERMS**

12.1 <u>Subject-Matter, Nature, Purpose & Duration of Data Processing</u>. Kainos will Process Personal Data to provide the Service (operation and maintenance of a software-as-a-service application). The duration of Processing Personal Data shall be for the term of the Agreement.

**13. GENERAL PROVISIONS**

13.1 <u>Customer Affiliates</u>. Customer is responsible for coordinating all communication with Kainos on behalf of its Affiliates with regard to this DPE.

13.2 <u>Disclosure of DPE Terms</u>. Customer or its Affiliates may only disclose the terms of this DPE to a data protection regulatory authority to the extent required by law or regulatory authority, such as notifications or approvals. Furthermore, Customer shall take reasonable endeavours to ensure that data protection regulatory authorities do not make this DPE public, including: (i) marking copies of this DPE as "Confidential and Commercially Sensitive"; (ii) requesting return of this DPE once the regulatory notification has been completed or approval granted; and (iii) requesting prior notice and consultation before any disclosure of this DPE by the regulatory authority.

13.3 <u>Termination</u>. The term of this DPE will end simultaneously and automatically with the termination of the Agreement, but Kainos will continue to protect Personal Data in accordance with the terms of this DPE until all Personal Data is deleted from Kainos systems.

13.4 <u>Conflict</u>. This DPE is subject to the non-conflicting terms of the Agreement. With regard to the subject matter of this DPE, in the event of inconsistencies between the provisions of this DPE and the Agreement, the provisions of this DPE shall prevail with regard to the Parties' data protection obligations.

13.5 <u>Customer Affiliate Enforcement</u>. Customer's Affiliates may enforce the terms of this DPE directly against Kainos, subject to the following provisions:

(i) the Customer will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an **Affiliate Claim**) directly against Kainos on behalf of such Affiliate, except where the Data Protection Laws to which the relevant Affiliate is subject require that the Affiliate itself bring or be party to such Affiliate Claim; and

(ii) for the purpose of any Affiliate Claim brought directly against Kainos by Customer on behalf of such Affiliate in accordance with this section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Customer.

13.6 <u>Remedies</u>. Customer's remedies (including those of its Affiliates) with respect to any breach by Kainos or its Affiliates of the terms of this DPE, and the overall aggregate liability of Kainos and its Affiliates arising out of, or in connection with the Agreement (including this DPE) will be subject to and in no event exceed the aggregate limitation of liability agreed between the Parties under the Agreement.

13.7 <u>Miscellaneous</u>. The section headings contained in this DPE are for reference purposes only and shall not in any way affect the meaning or interpretation of this DPE.

**14. ON BOARDING**

14.1 The terms of this DPE apply to On boarding, and solely with respect to on boarding this section 14 amends specified terms of the DPE as set forth below.

For purposes of interpreting the DPE terms for the On boarding, **Service** means On boarding.

**On boarding Data** means electronic data or information that is provided to Kainos under the Agreement for the purpose of being input into the Service, or Customer Data accessed within or extracted from the Customer's Tenant to perform the On boarding.

**Personal Data** means any On boarding Data that is related to an identified or identifiable person and subject to protection under applicable Data Protection Laws.

**SFTP Server** means a secure file transfer protocol server provided and controlled by Kainos that may be used to transfer the On boarding Data between Customer and Kainos for implementation purposes.

14.2 <u>Notification of Third Party Subprocessors</u>. This section 14.2 replaces sections 3.2 and 3.3. For the avoidance of doubt, sections 3.2 and 3.3 continue to apply to Kainos' use of Affiliates as Subprocessors for On boarding.

Notification of and Objection Right to Subprocessors: Kainos shall make available to Customer upon Customer request a list of third party Subprocessors authorised to Process Personal Data for the applicable On boarding engagement. Customer may object to such Subprocessors via a mutually agreed upon SOW.

14.3 <u>Data Centre Location & Data Transfers</u>.

14.3.1 The following sentence is added at the end of section 4.1 "Storage of Personal Data":

The SFTP Server will be housed in data centres located in the Designated Data Centre Location unless the Parties otherwise expressly agree in writing.

14.3.2 This section 14.3.2 replaces section 4.2 "Access to Personal Data" in its entirety:

Processing On boarding Data. To provide On boarding, Kainos and its Subprocessors will only Process Personal Data in (i) countries in the EEA, (ii) countries formally recognised by the European Commission as providing an adequate level of data protection (**Adequate Countries**), and provided Kainos makes available to Customer a Valid Transfer Mechanism, (iii) the United States and (iv) countries where Customer and/or its Affiliates are located.

14.4 <u>Rights of Data Subjects</u>.

14.4.1 This section 14.4.1 replaces section 5.1 "Correction, Deletion or Restriction" in its entirety:

Correction, Deletion or Restriction. Kainos will, as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, either (i) provide Customer the ability on the SFTP Server to correct or delete Personal Data or restrict its Processing; or (ii) if such functionality is not available on the SFTP Server, make such corrections, deletions, or restrictions on Customer's behalf (with the choice between (i) and (ii) being at Kainos' discretion).

14.4.2 This section 14.4.2 replaces section 5.2 "Access to Personal Data" in its entirety:

Access to Personal Data. To the extent a Data Subject's Personal Data is not accessible to Customer through the SFTP Server, Kainos will, as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, provide reasonable assistance to make such Personal Data available to Customer.

14.4.3 Section 5.4 "Data Portability" shall not apply.

14.5 <u>Audit</u>. This section replaces section 9 "Audit" in its entirety:

Audit. In the event that Customer, a regulator, or data protection authority requires an inspection or audit relating to the On boarding that Customer cannot obtain through its own access to the SFTP Server or On boarding Data, such inspection and/or audit shall be made available upon request.

14.6 <u>Deletion of On boarding Data</u>. This section 14.6 replaces section 10 "Return and Deletion of Personal Data" in its entirety:

Deletion of On boarding Data. Subject to the Customer's prior written request, Kainos will delete the On boarding Data by deletion of Customer's files on the SFTP Server; provided, however, that Kainos will not be required to remove copies of the On boarding Data from its backup media and servers until

such time as the backup copies are scheduled to be deleted, provided further that in all cases Kainos will continue to protect the On boarding Data in accordance with this DPE.

**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL                                                  **CITY AND COUNTY OF DENVER**

ATTEST:

By_____

_____

APPROVED AS TO FORM:                REGISTERED AND COUNTERSIGNED:

By_____

By_____

By_____

**Contract Control Number:**    TECHS-201948348-00

**Contractor Name:**    KAINOS WORKSMART, INC.

By: _Nigel Hutchinson_
DocuSigned by:
50704CF9457C436...

Name: Nigel Hutchinson
       (please print)

Title: VP North America
      (please print)

**ATTEST: [if required]**

By: _____

Name: _____
      (please print)

Title: _____
     (please print)

# KAINOS | SMART ON BOARDING POST DEPLOYMENT CUSTOMERS

Kainos Smart is a SaaS Test Automation Product for Workday. It has been designed specifically for the business user and is currently used successfully by over 150+ Workday customers. The automation has been pre-built and is continuously maintained by Kainos, which means customers don't need to write and maintain their own automation scripts. This powerful and easy- to-use tool encompasses HCM, Financials, Payroll, Integrations and Security testing. Smart aims to make testing Workday configurations faster, easier and less resource-intensive by allowing you to automate the creation, execution and verification of test cases against your specific Workday configuration.

## On Boarding Overview

Smart On boarding includes remote Smart Product Specialist time and expertise to define, build and customise Smart Core Test Pack(s) in line with Customers Workday configuration. This includes:

1.      Setup of the Smart Tenant and connection to Customer's Workday tenant.
2.      Defining, building and customising Smart Core Test Pack(s) in line with Customers Workday configuration.
3.      Assisting Customer with executing Smart Core Test Pack(s) during On boarding.
4.      Key Meetings as per Smart Engagement Process below.
5.      Training Customers on how to execute, maintain and expand Smart Core Test Pack(s) post Smart go-live.

On boarding duration is approximately 4 weeks, subject to fulfilment of the Customer Obligations below.

## Core Test Pack(s)

The number of unique test scenarios included in a Core Test Pack(s) will be dependent on which Smart modules Customer has contracted and will vary depending on Customers Workday configuration and priorities. Once Kainos receives access to Customer's Workday tenant a Smart Product Specialist will define the scope of the Core Test Pack(s) on Customers behalf. Core Test Pack scope is defined based on Kainos best practice in line with the Workday recommended testing methodology and has been matured and refined based on over 100 customer deployments including directly with Workday on Workday.

1.      Smart HCM contracted – HCM Core Test Pack scope
   a.      Contains up to 300 unique tests.
   b.      Includes coverage for 10 Primary Core Business Processes (**BPs**) as shown below (note: Primary Core BPs may be substituted for Secondary Core BPs depending on Customers configuration).
   c.      Customers may request substitutions for BPs not included in the below list however such substitutions may not be offered on a 1:1 basis due to varying effort between BPs.

| | Primary Core BPs | | Secondary Core BPs |
|---|---|---|---|
| 1 | Create Position / Job Requisition | 1 | Start International Assignment |
| 2 | Hire | 2 | End International Assignment |
| 3 | Job Change | 3 | Contract Contingent Worker |
| 4 | Personal Information Change | 4 | End Contingent Worker |
| 5 | Change Contact Information | 5 | Enter Time Off |
| 6 | Edit Government IDs | | |
| 7 | Request Compensation Change | | |
| 8 | Request One-Time Payment | | |
| 9 | Request Leave of Absence | | |
| 10 | Termination | | |

2.      Smart Security contracted – Security Core Test Pack scope
   a.      Contains up to 1200 unique tests:
       i.      Approximately 550 tests targeting top 25 user-based security groups;
       ii.     Approximately 400 tests targeting top 25 role-based security groups;
       iii.    Approximately 250 tests targeting top 10 key workers within Customer's organisation (workers selected based on risk and permission etc.).
   b.      Customer may substitute role/user-based security groups for other supported types of Workday security groups (e.g. intersection, aggregation, location based etc.) however such substitutions may not be offered on a 1:1 basis due to varying effort between types of security groups.

3.      Smart Financials contracted – Financials Core Test Pack scope
   a.      Contains up to 300 unique tests.
   b.      Includes coverage for 12 Primary Core BPs as shown below (note: Primary Core BPs may be substituted for Secondary Core BPs depending on Customers configuration).
   c.      Coverage for selected BPs are divided into 3 core testing areas:
       i.      BP Approval Routing;

      ii.     Custom Validations;

      iii.    Account Posting Rules tests.

    d.    Customers may request substitutions for both BPs and testing areas however such substitution may not be offered on a 1:1 basis due to varying effort between BPs and testing areas.

| | Primary Core BPs | | Secondary Core BPs |
|---|---|---|---|
| 1 | Create Journal | 1 | Create Customer |
| 2 | Create Supplier | 2 | Create Customer Contract |
| 3 | Create Supplier Contract | 3 | Create Billing Schedule |
| 4 | Create Requisition | 4 | Create Customer Invoice |
| 5 | Create Purchase Order | 5 | Record Customer Payment |
| 6 | Issue Purchase Order | 6 | Create Spend Authorisation |
| 7 | Create Receipt | 7 | Create Expense Report |
| 8 | Supplier Invoice Workbench | 8 | Create Settlement Run |
| 9 | Create Settlement Run | | |
| 10 | Register Asset | | |
| 11 | Issue Asset to Worker | | |
| 12 | Dispose Asset | | |

4.    Smart Payroll contracted - Payroll Core Test Pack scope

    a.    Regression test packs will run future pay calculations on synthetic workers (up to 15). The scope of test cases will depend on other Workday functional areas (as applicable), for example; (i) Absence, (ii) Compensation, (iii) Time Tracking, (iv) Benefits etc.

    b.    Customers will also be provided with a Workday update window test pack which compares pay calculations from sandbox to sandbox preview.

Training

Training is primarily intended for Customers internal Workday administration team or HRIS team and requires an audience who are knowledgeable in both Workday and Customers Workday implementation. The purpose of the training is to teach users how to use Smart, execute, maintain and expand Core Test Pack(s).
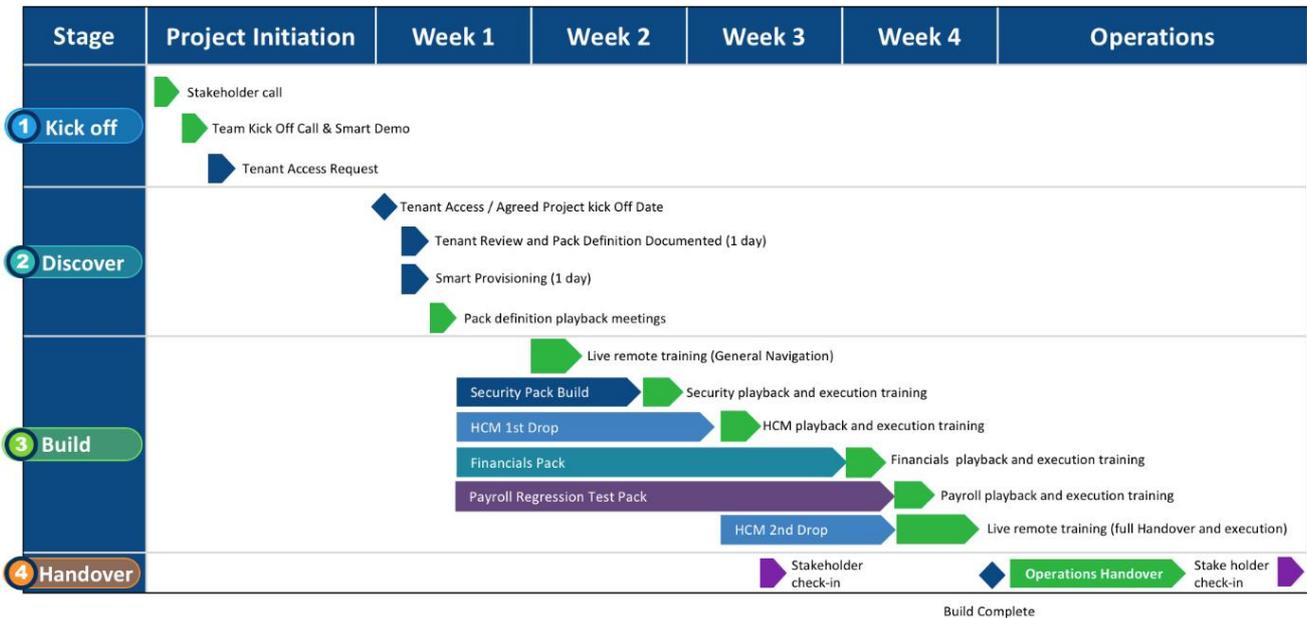
Training structure

1.    Structured live training sessions tailored to Customer's Smart Core Test Pack(s).

2.    Broken into separate digestible sessions intended to focus on:

    a.    Smart provisioning and general navigation;

    b.    Per module overview and Core Test Pack execution training;

    c.    Extracting reports, case maintenance and creation.

Customer Obligations

Kainos targets completing the build of the Core Test Packs within 4 weeks from Kainos receiving Workday Implementer Access to Customers Workday tenant (or a later date as agreed with the Customer). However, as each deployment of Smart is individually configured to test a unique and Customer specific configuration of Workday, success is dependent on Customer's active participation during each stage of On boarding. As such Customer must adhere to the following Customer Obligations:

1.    Provide Kainos with Workday Implementer Access to Customers relevant Workday tenant in a timely manner.

2.    Adhere to the agreed project plan, time lines and methodologies as per the Kainos Smart Engagement Process detailed below.

3.    Ensure the appropriate Customer staff attend and participate in the Key Meetings and activities outlined in the Smart Engagement Process.

4.    Attend and actively participate during Core Test Pack playback meetings, training and during the Operations handover phase.

5.    Attend Smart training and Handover sessions.

Smart Engagement Process



Key Meetings

| Task | Customer Participation | Purpose |
|------|------------------------|---------|
| Stakeholder call | 1 hour | Target Audience: Kainos and Customer stakeholder(s). Purpose: Communicate Smart On boarding goals and mutual expectations. |
| Kick off call | 1-1.5 hours | Target Audience: Customer Project Team. Purpose: Introduce project teams and communicate Smart On boarding process. |
| Pack definition playback | 1 hour (per Smart Module) | Target Audience: Smart Users / Customers Workday Subject Matter Experts (**SMEs**). Purpose: To communicate to Customer definition of Core Test Pack(s). |
| Live remote training (Session 1) | 1 hour | Target Audience: Smart Users / Customers Workday SMEs. Purpose: Kainos to train Customers users in Smart navigation and general functionality. |
| Pack build playbacks | 1-2 hours (per Smart Module) | Target Audience: Smart Users / Customers Workday SMEs. Purpose: To communicate to Customer what Kainos has built within their Core Test Pack(s) and train Customer to execute their Core Test Pack(s), review and extract results. |
| Stakeholder check-in | 30 mins (typically, twice) | Target Audience: Kainos and Customer stakeholder(s). Purpose: Stakeholder checkpoint and follow-up on agreeing longer term success criteria. |
| Live remote training (Session 2) | 3.5 hours | Target Audience: Smart Users / Customers Workday SMEs. Part I - Purpose: Teach customer how to extract results and build reports from Smart. Part II - Purpose: Kainos to train Customers users in test case maintenance, creation and troubleshooting. Note: Part II is optional for Platinum Service Customers. |
| Operations handover period | 1-4 hours (two separate meetings over a two-week period) | Target Audience: Smart Users / Customers Workday SMEs. Purpose: Phased handover from Smart On boarding to Support and to give Customers users a chance to raise any questions post-handover. |

## KAINOS | GOLD SUBSCRIPTION SERVICE

- The Gold Subscription Service can only commence once the Customer has gone live with Workday.

- Core Test Packs will be created during On boarding.

- Core Test Packs will be maintained by Kainos Operations team.

- Kainos Operations team will schedule, execute and report on the Core Test Packs on a weekly basis (subject to Kainos being granted Implementer access to the Customer's Workday tenant).

- Customer Obligations:

  1. Nominate "Smart Champion" to receive the report;

  2. Ensure relevant SMEs are available to review the report findings;

  3. Provide guidance/instruction to Kainos on how to address the report findings (essential to enable Kainos to maintain Core Test Packs);

  4. Retain the ability to create, maintain and execute additional tests outside scope of Core Test Packs;

  5. Attend a 30-minute test status meeting every week.