

## SECOND AMENDATORY AGREEMENT

**THIS SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City” or the “Customer”), and **KAINOS WORKSMART, INC.**, a Delaware corporation, whose address is 111 Monument Circle, Suite 4300, Indianapolis, IN 46204 (“Kainos”), individually a “Party” and collectively the “Parties.”

**WHEREAS**, the Parties entered into an Agreement dated August 9, 2019, and an Amendatory Agreement dated August 30, 2022, for the Smart Test Gold Subscription Service for the City’s Technology Services (the “Agreement”); and

**WHEREAS**, the Parties now wish to modify the Agreement as set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective August 1, 2025, this Second Amendatory Agreement hereby incorporates by reference the Kainos Subscription Service Renewal Order Form, attached hereto, which shall be deemed a material part of this Agreement. The term of the Agreement shall be extended to reflect the subscription period set forth in the Kainos Subscription Service Renewal Order Form, which, for the avoidance of doubt, shall continue through July 31, 2028.

2. Subsection 5.1 of the Agreement, titled “Charges,” is amended to read as follows:

“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 One Million Nine Hundred Eighty-Two Thousand Ninety Dollars (\$1,982,090.00) (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.”

3. Subsection 12.15 of the Agreement, titled “**NO DISCRIMINATION IN EMPLOYMENT**,” is amended to read as follows:

“12.15 **NO DISCRIMINATION IN EMPLOYMENT**. In connection with the performance of work under this Agreement, Kainos may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual

orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Kainos shall insert the foregoing provision in all subcontracts.”

4. Subsection 12.18 of the Agreement is amended to read as follows:

“12.18 EXAMINATION OF RECORDS AND AUDITS. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Kainos’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Kainos shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Kainos to make disclosures in violation of state or federal privacy laws, or contractual confidentiality obligations. Kainos shall at all times comply with D.R.M.C. § 20-276.”

5. Effective August 1, 2025, a new Subsection 12.19, titled “COMPLIANCE WITH DENVER WAGE LAWS,” is hereby added to the Agreement and shall read as follows:

“12.19 COMPLIANCE WITH DENVER WAGE LAWS. To the extent applicable to Kainos’s provision of Services hereunder, Kainos shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Kainos expressly acknowledges that Kainos is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by Kainos, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

6. Effective August 1, 2025, a new Subsection 12.20, titled “ACCESSIBILITY AND ADA WEBSITE COMPLIANCE,” is hereby added to the Agreement and shall read as follows:

“12.20 ACCESSIBILITY AND ADA WEBSITE COMPLIANCE. Kainos shall comply with, and the work provided under this Agreement shall be in compliance with, all applicable provisions of §§ 24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established pursuant to Section § 24-85-103 (2.5), C.R.S. (collectively, the “Guidelines”), to the extent required by law. Kainos shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.”

7. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

8. This Second Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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By:

**Contract Control Number:**  
**Contractor Name:**

TECHS-202580127-02 / TECHS-201948348-02  
KAINOS WORKSMART, INC.

By:

Signed by:

*Padraig Callaghan*

FB8210373DA14CC...

Name:

Padraig Callaghan

(please print)

Title:

EVP Americas

(please print)

ATTEST: [if required]

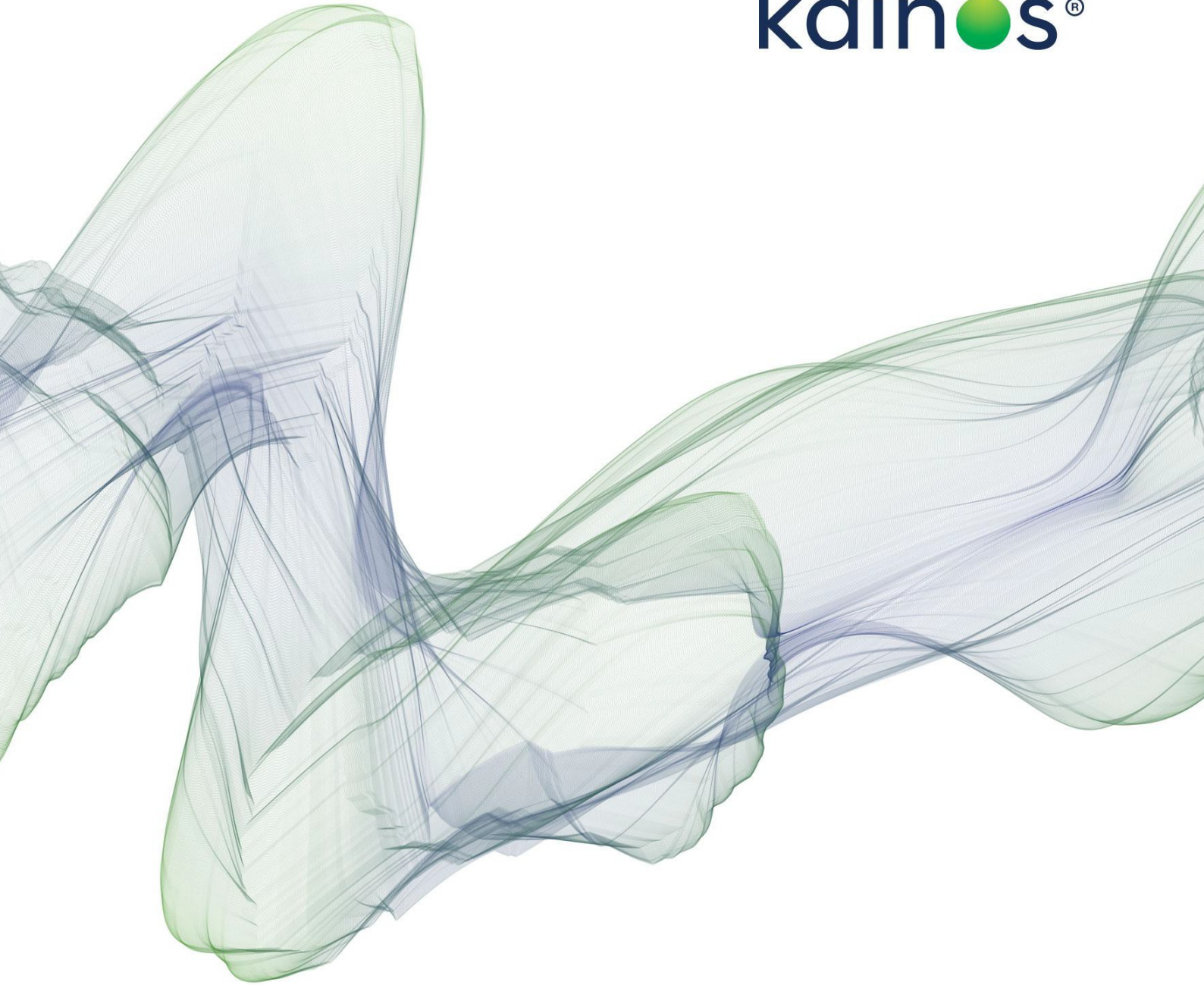
By:

Name:

(please print)

Title:

(please print)



# Kainos Subscription Service Renewal Order Form

Status  
Version No.

Definitive  
3.0

KAINOS SUBSCRIPTION SERVICE RENEWAL ORDER FORM

Customer Details						
Customer Name	City and County of Denver					
Registered Office Address	201 W Colfax Ave, Denver, CO 80202					
Customer Contact, Phone, Email	Chad Mitchell   Chad.Mitchell@denvergov.org					
Invoice Contact, Phone, Email	tsfinance@denvergov.org					
Hosting Platform	USA					
Kainos Details						
Kainos Name	Kainos WorkSmart Inc					
Registered Office Address	Suite 4300, 111 Monument Circle Indianapolis, Indiana 46204, USA					
Kainos Contact, Phone, Email	Adam Jividen  adam.jividen@kainos.com					
Contract Reference (PID)	127462					
Subscription Term						
Start Date	Day	01	Month	08	Year	2025
End Date	Day	31	Month	07	Year	2028
Subscription Service	Modules		Selected		Built on Workday	
<a href="#">Smart Audit Subscription Service</a>	N/A		<input type="checkbox"/>		✓	
<a href="#">Smart Shield Subscription Service</a>	N/A		<input type="checkbox"/>		N/A	
<a href="#">Smart Test Subscription Service</a>	Advanced Compensation		<input type="checkbox"/>		✓	
	Financials		✓			
	HCM		✓			
	Payroll		✓			
	Recruitment		<input type="checkbox"/>			
	Security		✓			
	Talent and Performance		<input type="checkbox"/>			
	Learning		<input type="checkbox"/>			
<a href="#">Kainos EDM</a>	N/A		<input type="checkbox"/>		✓	
Charging Band(s)						
Staff Number (FSE)	Subscription Service Charge (Annual)					
Up to 20,000	\$216,600					✓
20,001 – 30,000	\$237,800					<input type="checkbox"/>
30,001 – 40,000	\$264,200					<input type="checkbox"/>
Summary of Charges						
Services	Invoice Amount	Frequency		Duration	Total	
Smart Test Gold Subscription Service (4k+ Staff Number)	\$216,600	Annually in advance		3 years	\$649,800	
Total Charges					\$649,800	
Terms						
<p>1. The Subscription Service will renew for the Subscription Term on the same terms and conditions as your existing Order Form with PID 114678</p> <p>2. The Customer will be required to accept the <a href="#">Built on Workday Terms</a>, which will be provided by Workday to the Customer prior to downloading and using the Built on Workday App. The Customer agrees that it has the authority to agree to the Built on Workday Terms from Workday notwithstanding anything in the Customer's agreement with Workday. For clarity this paragraph is intended solely to provide the Customer with the current version of the Built on Workday Terms and does not create a new agreement between the Customer and Workday nor does it amend any existing agreement between the Customer and Workday.</p>						