inTime®

Proposal & Agreement For Kensington PD

InTime Timekeeping-to-Payroll Module

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Software Modules and Relates Services

InTime Timekeeping-to-Payroll Module

Timekeeping-to-Payroll Module is a middleware tool that enables the customer to easily extract, via a web interface, the customer's relevant timekeeping data for a given date range, from the InTime Timekeeping Module. The module then organizes the data by applying the customer's unique payroll rules, for each unique workgroup, and produces a custom .csv or .xls or .txt file, that the customer can upload to their payroll system.

Attributes Include:

- Use of Timekeeping-to-Payroll Module configured specifically for customer's unique Timekeeping data and payroll rules
- Web interface
- Training and Support
- Support includes, for no additional fees:
    - Changes or additions to: rank codes, leave codes, overtime codes, assignment codes, budget codes, time bank codes, shift differential codes, pay rates, work groups with no logic requirements or hard coding
    - Changes to Payroll work periods
    - Change to Prior Pay Period Adjustment (eg. change from 1 to 2 week look back, or from 2 to 1 week look back), but not including the addition of Prior Pay Period Adjustment if not included in the initial deployment
    - Changes to shift rotations

Any additional customization requests will be assessed by InTime and may be subject to additional fees.

NOTE: InTime Timekeeping Module properly implemented is a prerequisite to use the InTime Payroll Module

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InTime Solution Pricing

Annual Subscription For: **15 Employees**

TIMEKEEPING-TO-PAYROLL MODULE SUBSCRIPTION FEE	$7,500
REMOTE PROFESSIONAL SERVICES	$8,000
Implementation Services for modules listed above	(one time fee)

- Requirement Analysis & Verification
- Module Statement of Work (SOW) Completion
- Module Configuration and set-up
- Module delivered per signed SOW
- Interface Testing
- Interface Roll-out Support

Annual Subscription Fees for Payroll Module:	$7,500
Subscription Fees pro-rated to August 2024:	$5,625
Professional Services:	$8,000
Current Invoice:	$13,625

*Please note that first year subscription fees will be pro-rated to line up with the current subscription expiry date of August 18th 2024.

** Subsequent year's annual invoice will include the current annual subscription + annual subscription fees for the Payroll Module

Notes

1. All prices are in US Dollars.

2. This proposal is valid for 30 days.

3. Fees are exclusive of any and all applicable taxes and duties, including withholding taxes.

4. Payment for the subscription fee and for services are net thirty (30) days from date of invoice.

5. This Agreement is governed by California law. All disputes arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration or mediation under the rules of Judicial Arbitration and Mediation Services, Inc. (JAMS). The place of arbitration or mediation shall be Contra Costa County, California.

6. Invoicing schedule is per the following:

   Subscription Fee: Upon contract signing and annually on contract date anniversary

   Services: Upon contract signing

Acceptance of Terms

To indicate acceptance of the terms of this proposal, either issue InTime a purchase order referencing this proposal for the amounts indicated or sign the document on the spaces indicated below.

Both parties have read and agreed to the terms and conditions of this proposal:

	DocuSigned by:	
Kensington Police Protection Community Services District	David Aranda BF2F2EF878F64E0...	10/14/2023
Customer Organization Name	**Authorized Signature**	**Date**

InTime Services Inc.	*DocuSigned by:* Jason De Boer	10/14/2023
	D25D33B234544F4...	
Vendor Name	**Authorized Signature**	**Date**

INTIME SERVICES INC. - SERVICES AGREEMENT - TERMS AND CONDITIONS

SCOPE

A. InTime provides an application for scheduling personnel as a service delivered over the Internet ("Services") to its Customers. The application is proprietary to InTime.

B. In conjunction with such Services, InTime also provides Support to its Customers to allow them to use the Service.

C. Customer desires to obtain such Services from InTime.

1. DEFINITIONS

1.1. "Confidential Information" means information concerning any information relating to the business and technology of either party which is not generally available to third parties and which is treated by the parties, in accordance with their policies, as confidential information or a trade secret and specifically includes the Services, either parties business processes, information about either parties customers or users in any manner, shape or form or other like information. For the purposes of this Agreement, a party disclosing Confidential Information is a Discloser and the party receiving Confidential Information is a Recipient. Confidential Information does not include information which is:

a) at the time of disclosure, or thereafter becomes part of the public domain without any violation of this Agreement by the Recipient;

b) already in the Recipient's possession before disclosure of such information to the Recipient by the Discloser;

c) following the Effective Date is furnished to the Recipient by a third party without that third party being in breach directly or indirectly of an obligation to the Discloser to keep such information secret confidential and secret; and

d) developed independently by the Recipient without use of Discloser's Confidential Information as evidenced by reasonably detailed written records.

1.2. "Customer" means an entity or organization who wishes to obtain the Services from InTime.

1.3. "Proposal" means the document provided by InTime to Customer containing a price quote, setting out the term and if applicable, specifying applicable governing law.

1.4. "Support" means technical support provided by InTime to Customer relating to Customer's use of the Services, on a remote basis by telephone, e-mail, and fax, and optionally at the Customer's site, and is subject to the availability of support personnel and facility infrastructure services. Such support includes problem diagnosis, consultation, dial-in diagnosis services, and problem resolution with the Support levels defined in Appendix A.

2. SERVICES

2.1. InTime will provide the Services to Customer in accordance with applicable laws and regulation. The Services will be provided on the following basis:

    a) InTime will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for:

        i. planned downtime (and InTime will give Customer at least 72 hours notice of such downtime and will attempt to schedule such downtime to the extent practicable during weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or

        ii. any unavailability caused by circumstances beyond InTime's reasonable control.

2.2. Under no circumstances can Customer allow other commercial entities to access the Services. Customer is prohibited from providing or repurposing the Services to other parties in any manner, including as a service bureau or application service provider.

2.3. Violation of any of the terms of this Agreement or use of the Services in a way that breaches applicable law or regulation in any way entitles InTime to terminate this Agreement and Customer's access to the Services. InTime will give its Customers written notice of such breach. If such breach is not corrected in 30 days InTime may terminate this Agreement. PLEASE NOTE THAT INTIME STRICTLY ENFORCES THIS POLICY AND WILL PROSECUTE ANY VIOLATION OF THIS AGREEMENT TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

2.4. It is Customer's own responsibility to:

    a) provide for its own access to the Internet, arrange for secure Internet access therefore and pay any service fees associated with such access;

    b) be responsible for the accuracy, quality, integrity and legality of data which is processed using the Services, including the exclusion of Social Insurance Numbers (SIN) and Social Security Numbers (SSN), and of the means by which such data was acquired;

    c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify InTime promptly of any unauthorized access or use;

    d) use the Services only in accordance with any documentation and applicable laws and regulations.

2.5. Customer may not use InTime trademarks such as "InTime" without the prior written permission of InTime.

2.6. No other services are provided with the Service unless agreed to otherwise by InTime and the Customer.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1. <u>SPECIFIC EXCLUSION OF OTHER WARRANTIES</u> – THE SERVICES ARE PROVIDED "AS IS, WHERE IS" OTHER THAN AS SET OUT IN SECTION 5. INTIME DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, DURABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY IS LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR

INCIDENTAL DAMAGES OR LOSS OF PROFITS RESULTING FROM THE SERVICES (OR ANY THIRD PARTY GOODS OR SERVICES) EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. If either party is liable to the other in no event will the total aggregate liability of a party to the other exceed the fees paid by the Customer to InTime in the 90 day period preceding the date of a claim.

4. **OWNERSHIP CONFIDENTIALITY AND USE LIMITATION**

   4.1. Ownership

   a) Subject to the limited rights expressly granted under this Agreement, InTime reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer under this Agreement other than as expressly set forth with respect to limited rights to use the Services.

   b) Customer shall not (i) permit any third party to access the Services except as expressly permitted, (ii) create derivate works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own internal non-publicly accessible networks or otherwise for Customer's own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

   c) As between InTime and Customer, Customer exclusively own all rights, title and interest in and to all of Customer's data.

   4.2. Confidentiality - The following terms apply to Confidential Information and the ownership thereof.

   a) All Confidential Information is owned by the respective parties.

   b) Neither party will, at any time whether before or after the termination of this Agreement, disclose, furnish, or make accessible to anyone any Confidential Information or permit the occurrence of any of the foregoing.

   c) Each party will hold in confidence and not disclose any Confidential Information of the other party. All Confidential Information will be maintained in confidence by the Recipient, will not be disclosed to any person or entity in any way except as provided in this Agreement, and will be protected with the same degree of care the Recipient normally uses in the protection of its own confidential and proprietary information, but in no case with any less degree than reasonable care.

   d) The Confidential Information may be disclosed by the Recipient only to those employees, directors, officers, auditors or consultants of the Recipient having the need to receive such Confidential Information for the purposes of this Agreement, provided the recipients of such Confidential Information are already bound by written confidentiality and non-disclosure obligations similar to those undertaken by the Recipient under this Agreement. The Recipient shall immediately give notice to the Discloser of any unauthorized use or disclosure of the Confidential Information. The Recipient agrees to assist the Discloser in remedying any such unauthorized use or disclosure of Confidential Information.

   e) To the extent the Recipient is required to disclose any Confidential Information pursuant to a valid subpoena or other applicable order by a governmental agency or judicial body or by

operation of law, the Recipient will promptly notify the Discloser in writing of the existence, terms and circumstances surrounding such disclosure (except as prohibited by law) so that the Discloser may seek a protective order or other appropriate remedy from the proper authority. The Recipient agrees to reasonably cooperate with the Discloser in seeking such order or remedy at Disclosure's cost and expense. The Recipient further agrees that if the Recipient is required to disclose any Confidential Information, the Recipient will furnish only that portion of the Confidential Information that is legally required and will reasonably cooperate with Disclosure's efforts to obtain reliable, written assurances that confidential and legally compliant treatment will be accorded to such Confidential Information

f) The obligations of confidence contained herein will survive termination or expiry of this Agreement.

5. REPRESENTATION AND IDEMNIFICATION

5.1. <u>Indemnification by InTime</u> - InTime has the right and all necessary permissions to provide the Services to the Customer. In the event of the breach of this representation, InTime shall defend Customer against any claim, demand, suit, or proceeding ("Claim") made or brought against Customer by a third party alleging that the use of the Services infringes or misappropriates the intellectual property rights of a third party, and shall indemnify Customer for any damages finally awarded against, and for reasonable attorney's fees incurred by, Customer in connection with any such Claim; provided, that Customer (a) promptly gives InTime written notice of the Claim; (b) gives InTime sole control of the defense and settlement of the Claim; and (c) provides to InTime all reasonable assistance, at InTime's expense.

5.2. <u>Exclusive Remedy</u> - This Section 5 states InTime's sole liability to, and Customer's exclusive remedy against InTime for any type of Claim described in this Section.
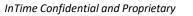
6. TERM

6.1. <u>Term</u> – This Agreement is the term set out in the Proposal. If not stated in the Proposal, it will be for a yearly term. It will renew for successive terms on mutual written agreement. Customer may terminate this Agreement at any time without cause upon 30 days notice.

6.2. <u>Termination</u> - This Agreement shall terminate in each of the following events:

a) at the option of either party if the other party materially defaults in the performance or observance of any of its obligations hereunder and fails to remedy the default within 30 days after receiving written demand therefore; or

b) immediately, at the option of the non-breaching party if either party breaches section 4.1(b) or 4.2 of this Agreement; or

c) at the option of either party if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof or

d) on the occurrence of the events set out in section 7.3

provided that the right of termination shall be in addition to all other rights and remedies available to the parties for default or wrong-doing by the other.

6.3. <u>Suspension of Obligations</u> – If either party should default in the performance or observance of any of its obligations, then, in addition to all other rights and remedies available to the non-defaulting party, following the default and expiration of an applicable cure period, the non-defaulting party may suspend performance and observance of any or all its obligations under this Agreement, without liability, until the other party's default is remedied.

6.4. <u>Refund for Termination of Agreement for cause</u> – If this Agreement is terminated for cause by Customer, then InTime shall refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by InTime, Customer shall pay any unpaid fees covering the remainder of the term after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to InTime for the period prior to the effective date of termination.

6.5. <u>Return of Customer Data</u> – Following termination of the Agreement, InTime will provide read-only access to Customer's data for a period of six months without charge. After such period, InTime shall have no obligation to maintain or provide any of Customer's data and may, unless legally prohibited, delete all of Customer's data in InTime's systems or otherwise in InTime's possession or control.

7. **GENERAL**

7.1. This Agreement and the Proposal contain the whole agreement between InTime and Customer relating to the Services.

7.2. InTime may assign this Agreement in connection with a merger, amalgamation or corporate re-organization involving InTime, or in connection with the sale of all or substantially all the assets of InTime or to an affiliate or wholly-owned subsidiary of InTime.

7.3. Upon 30 days notice to Customer, InTime reserves the right at all times to vary the conditions of this Agreement or change the operation of the Services. If Customer does not agree to such variation or changes, Customer may terminate this Agreement without penalty to either party.

7.4. InTime reserves the right to suspend the Services for repair, maintenance, and/or upgrade work. Unless InTime cannot do so for security or other reasons beyond our reasonable control, InTime will give Customer reasonable notice of such suspension.

7.5. Unless otherwise specified in a Proposal this Agreement is governed by the laws of the Province of British Columbia, Canada. All disputes arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration or mediation under the rules of the British Columbia International Arbitration Centre. The place of arbitration of mediation shall be Vancouver, British Columbia, Canada.

7.6. The parties acknowledge that each is an independent contractor and nothing in this Agreement constitutes a joint venture or partnership and neither party has the right to bind nor act for the other as agent or in any other capacity.

Appendix A – Support Level Definition

All Customer requests for Support shall be managed as described below. The degree of InTime's responsiveness ("Severity") shall be based on the nature of the initial Customer Support request. The Customer will always make every effort to respond in a timely fashion to requests from InTime for assistance in providing Support.

"Normal Support Hours" are 6:00 AM through 5:00 PM (Pacific Time), Monday through Friday, excluding statutory holidays.

Critical Severity	Available: 24 hours/day, 7 days/week, via special toll-free number in North America.
Description:	A Customer detected critical Software error that renders the entire live InTime production system, or an essential part of it, inoperable or "down".
Initial Response:	All support requests will be dispatched with call details and problem description within 5 minutes of receipt of support request. During Normal Support Hours, warm transfer immediate response if an InTime Support representative is available, otherwise a callback response within 15 minutes average, one (1) hour maximum. Outside of Normal Support Hours a callback response within eight (8) hours average, sixteen (16) hours maximum.
Resolution Response:	Once an InTime Support representative has made contact with the customer regarding the support request, InTime will work continuously to return the InTime production system to normal "up" operation, with an average resolution time of not more than eight (8) hours.
Chargeable Service:	If the Critical Severity support service is used by the Customer for non-critical support, then the service is chargeable at InTime's current hourly support service rates.

High Severity	Available: Normal Support Hours
Description:	A Customer detected non-critical Software error in a module of the live InTime production system, which seriously impairs system operation but does not render it "down". Non-critical Software errors exclude cosmetic, documentation, or reporting problems, and also questions regarding the operation of the software, its installation or training.
Initial Response:	During Normal Support Hours, immediate response if an InTime Support representative is available, otherwise a callback response within two (2) hours. However, if the request is made within the last hour of the day or after the close of day, then within the first two (2) hours of the next Normal Support Hours day.
Resolution Response:	InTime will work continuously to restore system operation within Normal Support Hours.

Normal Severity	Available: Normal Support Hours
Description:	All other Support requests not described above.
Initial Response:	During Normal Support Hours, immediate response if an InTime Support representative is available, otherwise a callback response within four (4) hours. However, if the request is made within the last four hours of the day or after the close of day, then within the first four (4) hours of the next Normal Support Hours day.
Resolution Response:	InTime will correct documentation errors in upcoming releases of the documentation. InTime will provide Software error corrections in the course of its standard development and upgrade methodology for the Software.