



WORKFORCE SOFTWARE SAAS SERVICES SCHEDULE

This schedule ("Schedule") is made a part of the WorkForce Software SaaS Agreement dated May 29, 2022 (the "Agreement") between WorkForce Software, LLC ("WFS") and the "Customer" as defined herein.

Customer:	Alameda Unified School District	Schedule Effective Date:	May 29, 2022
Address:	2060 Challenger Drive Alameda, CA 94501 United States	Commencement Date:	May 29, 2022
		Service Term:	May 29, 2022 to June 30, 2025

Suite Component	Service/Item Ordered	Description	Quantity	Customer Discounted Unit Price	Extended Amount	Contract Year
WFS SaaS Products						
Time & Absence	WorkForce T&A	WorkForce Time and Attendance - Base Time and Attendance – Timesheets, Basic Schedules, Absences, Calculations, Period Processing.	1,200	\$60.26	\$72,312.00	Year 1 May 29, 2022 to June 30, 2023 (13 months, 3 days)
Time & Absence	WorkForce T&A	WorkForce Time and Attendance - Base Time and Attendance – Timesheets, Basic Schedules, Absences, Calculations, Period Processing.	1,200	\$55.31	\$66,372.00	Year 2 July 1, 2023 to June 30, 2024

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Time & Absence	WorkForce T&A	WorkForce Time and Attendance - Base Time and Attendance – Timesheets, Basic Schedules, Absences, Calculations, Period Processing.	1,200	\$55.31	\$66,372.00	Year 3 July 1, 2024 to June 30, 2025
Environment / Setup / Miscellaneous Fees						
Standard Software Support	Standard Software Support	Standard Software Support	1	Included	Included	All Years
	Amount Due – First Year					\$72,312.00
	Total Amount Due	Plus Overage Fees, if any	Currency: USD			\$205,056.00

Payment Terms

WFS SaaS Products: Minimum Amount Due:

Year 1: MAY 29, 2022 - JUNE 30, 2023: \$72,312.00

Year 2: JULY 1, 2023 - JUNE 30, 2024: \$66,372.00

Year 2: JULY 1, 2024 - JUNE 30, 2025: \$66,372.00

Payments are due Quarterly in advance, with the first payment invoiced on the Commencement Date.

Customer shall be charged Overage Fees for any excess usage over the committed quantities herein, which shall be invoiced monthly in arrears.

Definitions

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PM = Per Month | PEPY = Per Employee Per Year | PIPY = Per Item Per Year | PNUPY = Per Named User Per Year | PMIN = Per Minute
PSEC = Per Second | PSPY = Per Store Per Year

Terms and Conditions

The following Terms and Conditions shall apply to the services and items ordered on this Schedule and are included by reference herein.

1. Usage of the applications and extensions herein shall be measured by Active Employee unless specified otherwise. "Active Employee" or "Employee" means an employee, leased employee, contractor, or sub-contractor, or equipment that has employee records with an active status within the SaaS Service. All employees terminated within the Customer HRIS system shall retain an active status within the SaaS Service for a period of thirty (30) days or as otherwise set forth in the applicable Statement of Work. Such post-termination active status within the SaaS Service shall be for a period sufficient to account for the final, post-termination processing of employee data.
2. "Named User" is an individual authorized by Customer to use the particular application or service regardless of whether the individual is actively using the program or service at any given time.
3. The Report Authoring Seat and associated ability to view reports may only be used if the reports created or viewed contain data generated by the SaaS Service.
4. Although WFS may provide access to Customer to modules other than those subscribed to above, Customer may use only the modules of the SaaS Service specified in this Schedule.
5. One (1) Production Environment, one (1) Test Environment, and one (1) Development Environment shall be provided in addition to any other environments specified in this Schedule.
6. Customer shall be entitled to one (1) Environmental Refresh per year at no additional charge. An Environmental Refresh shall be the duplication of data between any of the aforementioned environments.
7. Customer hereby agrees to use the SaaS Service in compliance with the Acceptable Use Policy located at <https://www.workforcesoftware.com/acceptable-use-policy/>, as may be modified from time-to-time.
8. Customer Data will be hosted within the following region: United States
9. Upon execution of this Schedule, the WorkForce Software SaaS Services Schedule between the parties dated May 29, 2021 shall terminate, effective as of the Schedule Effective Date.

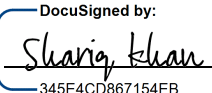
All capitalized terms used in this Schedule have the meanings set forth herein or as specified in the Agreement. Execution of this Schedule

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represents the acceptance by Customer and WFS of all terms set forth herein. Except as expressly set forth or modified herein, all terms of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Schedule and of the Agreement, the terms of the Agreement shall control.

CUSTOMER

Date: August 9, 2022

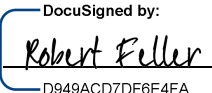
Signature: 
DocuSigned by:
345E4CD867154EB...

Printed Name: Shariq Khan

Title: Asst. Sup. - Business Services

WORKFORCE SOFTWARE, LLC

Date: August 9, 2022

Signature: 
DocuSigned by:
D949ACD7DF6E4FA...

Printed Name: Robert Feller

Title: CFO