



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 05/21/2024

* = Mandatory, information must be provided

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

dormakaba Workforce Solutions, LLC (Headquarters: Miramar, FL)

***Project Title/Description:**

dormakaba Time Clocks and Related Software

***Purpose:**

Award: Master Agreement No. MA-PO-24-156. This Master Agreement is effective May 21, 2024, to May 20, 2029, in the not-to-exceed contract amount of \$525,000.00 (including sales tax). Administering Department: Information Technology, on behalf of Human Resources and Finance.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.060, Emergency and other limited competition procurement, award for Requisition No. 24-216 is recommended to the above named vendor with which the County has negotiated an acceptable Agreement.

PRCUID: 518545

Attachment: dormakaba Master Agreement for b-comm®

***Program Goals/Predicted Outcomes:**

Replace existing, ADP branded, Kronos time clocks with new time clocks used by employees required to log into the new Workday ERP system. The current time clocks are integrated with the ADP system and will not provide required data for time punches in the Workday ERP system. Continued accurate time keeping data required to meet payroll needs.

***Public Benefit:**

Ensures Pima County can continue to provide the required time keeping data needed to accurately pay County employees.

***Metrics Available to Measure Performance:**

The performance measure for this project will be reflected in the reliability and accurate collection of time stamps data that is integrated to the Workday ERP system and used to accurately produce payroll on a bi-weekly schedule.

***Retroactive:**

No.

TO: COB 05/06/2024
VERS: 1
PGS: 85

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 24-156
Commencement Date: 05/21/24 Termination Date: 05/20/29 Prior Contract Number (Synergen/CMS): N/A
Expense Amount \$ 525,000.00 * Revenue Amount: \$ N/A

*Funding Source(s) required: Non-Bond Projects Funds (Capital Project Funds)

Funding from General Fund? Yes No If Yes \$ N/A % N/A
Contract is fully or partially funded with Federal Funds? Yes No
If Yes, is the Contract to a vendor or subrecipient? N/A
Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
Expense Revenue Increase Decrease
Amount This Amendment: \$
Is there revenue included? Yes No If Yes \$
*Funding Source(s) required:
Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
Match Amount: \$ Revenue Amount: \$
*All Funding Source(s) required:
*Match funding from General Fund? Yes No If Yes \$ %
*Match funding from other sources? Yes No If Yes \$ %
*Funding Source:

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer, Brandon Morgan
Department: Procurement Director, Terri Spencer

Acting Division Manager, Troy McMaster
Telephone: 520.724.8728

Department Director Signature: Javier Baca
Deputy County Administrator Signature:
County Administrator Signature:

Date:
Date: 5-3-24
Date: 5/3/2024



Master Agreement for b-comm[®] (OnDemand Solution)

dormakaba Workforce Solutions LLC
3082 N. Commerce Parkway
Miramar, Florida 33025
954.416.1720

EXPLANATION OF SERVICES

For your information only, the following describes the software services and hardware solution you are purchasing.

The following agreement is specifically developed for the purchase and use of dormakaba's b-comm® software-as-a-service and data collection hardware, as applicable. Solely for purposes of clarity, the dormakaba solution captures employee time while working, and other labor information, for the purpose of payroll processing and reporting. In short, the dormakaba solution captures the time when an employee punches in and out, as well as any activities associated with work time (e.g., forklift driving, department, work order).

DESCRIPTION

Solely for purposes of clarity concerning the dormakaba employee timekeeping software and hardware solution:

- The dormakaba data collection hardware is the "input device" used by employees paid on an hourly basis. The b-comm® software is the communication link between the data collection hardware (which may or may not be purchased from dormakaba) and the time tracking module of the HR/HCM system. The b-comm® application transmits the data collected by the data collection hardware to the HR/HCM system in near real time. The HR/HCM system remains the system of record.
- Most b-comm® users will only interact with the data collection hardware. Only b-comm® administrators and licensed managers, as designated by the customer, will access and use the b-comm® application to perform administrative and internal business operation activities (subject to the terms of the agreement), which means access to the b-comm® application is limited to only those with proper credentials and responsibilities.
- The dormakaba solution does not request nor use the following types of information: personal health information, credit card information, financial or personal account numbers, social security numbers, home addresses.

Nothing on this page entitled "Explanation of Services" forms any part of the agreement between dormakaba and the customer.

MASTER AGREEMENT

This MASTER AGREEMENT ("**Agreement**"), effective as of the date last signed by a party hereto (the "**Effective Date**"), is made between dormakaba Workforce Solutions, LLC ("**dormakaba**"), a Delaware limited liability company whose registered office is at 3082 North Commerce Parkway, Miramar, Florida 33025, and Pima County, a political subdivision of the State of Arizona whose registered office is at 115 N Church Avenue, Suite 231, Tucson, Arizona 85701 ("**Customer**"). Capitalized terms used in this Agreement shall have the meanings ascribed to them on Attachment 1.

1. SAAS SERVICES.

1.1 SaaS Services. Subject to and conditioned on Customer's compliance with all terms and conditions of this Agreement, during the SaaS Services Term dormakaba: (i) will provide the services described in Schedule B attached hereto ("**SaaS Services**") to Customer; and (ii) hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right to: (a) access and use the SaaS Services, in accordance with the applicable Documentation solely for Customer's internal business purposes, not to exceed the then-current usage capacity purchased by Customer (as initially set forth in Schedule A and any additional usage capacity subsequently paid for by Customer in accordance with this Agreement) ("**Usage Capacity**"); and (b) use and copy the Documentation relating to the SaaS Services, solely for its internal business purposes as reasonably necessary to use the SaaS Services.

1.2 Users. Customer agrees to use the SaaS Services exclusively by Customer or its authorized employees and third parties (each a "**User**") through terminals, processors, or communication networks owned, controlled, or operated by Customer, at all times for its internal business purposes only and in accordance with the terms and conditions of this Agreement. Customer shall inform dormakaba in writing in advance of the name and contact details of its authorized third party(ies). Customer shall be responsible and liable for any User's non-compliance with such terms and conditions.

1.3 Limitations and Restrictions. Customer shall not: (i) copy, modify, or create derivative works or improvements of the SaaS Services, Documentation, or dormakaba Materials, except as expressly permitted in Section 1.1; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, or transfer its rights to access and use the SaaS Services or dormakaba Materials to any person or entity, including in connection with any time-sharing, service bureau, software-as-a-service, cloud, or other technology or service; (iii) otherwise make available to or permit use of any SaaS Services or dormakaba Materials by any person or entity, except as permitted in Section 1.2; (iv) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the dormakaba software that powers the SaaS Services, in whole or in part; (v) bypass or breach any security device or protection used by the SaaS Services or dormakaba Materials or access or use the SaaS Services or dormakaba Materials other than through the use of then valid Access Credentials; (vi) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the SaaS Services, dormakaba Systems, or dormakaba's provision of services to any third party, in whole or in part; (vii) remove, delete, alter, or obscure any IP Rights notices from any SaaS Services or dormakaba Materials; (viii) access or use the SaaS Services or dormakaba Materials for purposes of competitive analysis of the SaaS Services or dormakaba Materials, the development, provision, or use of a competing service or product; (ix) use the SaaS Services for unlawful, obscene, offensive, or fraudulent purposes, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive, or deceptive messages, viruses, or Harmful Code, or violating third-party rights; or (x) otherwise access or use the SaaS Services or dormakaba Materials beyond the scope of the rights granted under Sections 1.1 and 1.2 of this Agreement. Customer is responsible for providing all hardware, software, connectivity, and personnel necessary to access and use the SaaS Services. If Customer becomes aware of any actual or threatened activity prohibited by this Section 1.3, Customer shall, and shall cause its Users to, immediately (a) notify dormakaba of any such actual or threatened activity, and (b) take all reasonable and lawful measures within its respective control that are necessary to stop the activity or threatened activity and to mitigate its effects.

1.4 SaaS Services Term. The initial term of the SaaS Services is as set forth in Schedule A (the "**Initial SaaS Services Term**"). Upon expiration of the Initial SaaS Services Term, the term of the SaaS Services will automatically renew for additional successive one (1) year periods, unless a different renewal period is mutually agreed upon in writing, (each a "**Renewal SaaS Services Term**" and together with the Initial SaaS Services Term, the "**SaaS Services Term**") unless either party gives the other party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current SaaS Services Term or unless the SaaS Services are sooner terminated in accordance with this Agreement.

1.5 Updates and Upgrades. dormakaba will make Updates available to Customer via the SaaS Services. SaaS Services Fees do not include Upgrades, which may be purchased by Customer as mutually agreed to in writing by the parties.

1.6 SaaS Services and System Control: Changes. As between the parties, dormakaba has and will retain sole control (including the right to delegate same to its subcontractors as necessary), at all times, over the operation, provision, maintenance, and management of the SaaS Services and dormakaba Materials. dormakaba reserves the right, in its sole discretion, to make any changes to the SaaS Services, dormakaba Materials, and dormakaba Systems during the SaaS Services Term that it deems necessary or desirable; provided, such changes do not materially degrade the features or functionality of the foregoing.

1.7 Software License Compliance. At any time during the SaaS Services Term, dormakaba may use a license verification tool to verify that the number of Users using the SaaS Services complies with the number of Users licensed to use the SaaS Services, as set forth in Schedule A. Customer agrees to provide information requested by dormakaba related to the number of Users using the SaaS Services for the purpose described herein. Customer agrees to cooperate during such license compliance verification and shall promptly pay any applicable additional SaaS Services Fees for any Users exceeding the applicable Usage Capacity, as such additional fees are determined by dormakaba, in accordance with Schedule A.

1.8 Suspension of the SaaS Services. Without limiting any of dormakaba's other rights or remedies whether at law, in equity, or under this Agreement, dormakaba may suspend, terminate, or otherwise deny Customer's and/or any User's access to or use of all or any part of the SaaS Services or dormakaba Materials (including supply of Hardware) with prior notice to the extent reasonably practicable, without incurring any resulting obligation or liability: (i) to comply with a judicial or other governmental demand or order, subpoena, or law enforcement request; (ii) if Customer fails to pay any amounts when due and fails to cure such payment default within five (5) days following receipt of written notice of such payment default; (iii) if dormakaba believes, in its good faith and reasonable discretion, that Customer or any User has accessed or used the SaaS Services beyond the scope of the rights granted for a purpose not authorized under this Agreement or in breach of any provisions of this Agreement; or (iv) in the event of any security risk or other disruption to dormakaba Systems. Any such suspension shall not excuse Customer from the obligation to make the payment(s) for the SaaS Services contemplated under this Agreement. If dormakaba suspends the SaaS Services, dormakaba will promptly restore Customer's (or the applicable User's) access to the SaaS Services after the event giving rise to the suspension has been resolved to dormakaba's satisfaction.

1.9 Help Desk. dormakaba will provide technical support for the SaaS Services to Customer in accordance with dormakaba's then-current customer support policies and procedures, a copy of which will be provided to Customer upon request.

1.10 Service Level. dormakaba will provide the SaaS Services in accordance with the then-current dormakaba Service Level Agreement ("**SLA**"), subject to those exclusions set forth in the SLA, a copy of which will be provided to Customer upon request. Customer agrees that dormakaba has no control over the stability and throughput speed of the Internet or the availability of SaaS Services on a continuous or uninterrupted basis. Customer shall be solely responsible for providing, maintaining, and ensuring compatibility with the SaaS Services, including securing Internet access connections and the operation, stability, availability, and all other aspects of Customer Systems and all components thereof.

2. **DATA SECURITY.**

2.1 Data Security. dormakaba uses reasonable and appropriate measures related to physical and network infrastructure security to protect the Customer Data in connection with Customer's use of the SaaS Services. dormakaba follows the Hosting Provider's cloud services data security and privacy principles. dormakaba will provide Customer notice of any unauthorized third-party access to the Customer Data of which dormakaba becomes aware and will use reasonable efforts to remediate identified security vulnerabilities.

2.2 Data Backup. dormakaba performs periodic back-ups of Customer Data for the purpose of disaster recovery. In the event of any loss, destruction, damage, or corruption of Customer Data caused by the dormakaba Systems or SaaS Services, dormakaba will, as its sole obligation and liability and as Customer's sole remedy, restore the Customer Data from dormakaba's then most current backup of such Customer Data. EXCEPT AS SET FORTH IN THIS SECTION 2.2,

DORMAKABA HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

3. CUSTOMER OBLIGATIONS.

3.1 **Customer Control and Responsibility.** Customer has and will retain sole control over the operation, maintenance, and management of, and all access to, use of, and responsibility for the Customer Systems on or through which the SaaS Services are accessed or used. In addition, Customer will retain sole control and responsibility for: (i) all Customer Data; (ii) all information, instructions, and materials provided by or on behalf of Customer in connection with the SaaS Services; (iii) the security and use of Customer's Access Credentials; and (iv) all access to and use of the SaaS Services and dormakaba Materials directly or indirectly by or through the Customer Systems or Customer's Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. dormakaba is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

3.2 **Access and Security.** Customer is responsible for employing physical, administrative, and technical controls, screening, and security procedures, and other safeguards necessary to protect against any unauthorized access to or use of the SaaS Services. Customer acknowledges and agrees that, with respect to any Customer Data that is Processed by dormakaba pursuant to this Agreement: (i) dormakaba does so in the capacity of a data processor and in accordance with Customer's instructions; (ii) Customer will at all times remain the data controller with respect to any Customer Data; and (iii) Customer shall comply with all obligations under data protection laws applicable to its use of the SaaS Services, including providing all notices and obtaining all consents and permissions necessary to transmit any Customer Data to dormakaba and to authorize dormakaba to Process Customer Data in connection with the SaaS Services. Customer represents and warrants that no Customer Data exported to or from a selected location, or otherwise accessible by dormakaba to support use of the SaaS Services, is controlled as a defense article under the U.S. International Traffic in Arms Regulation (ITAR) or under any other country's laws or regulations or requires an export license or is otherwise restricted from export to any global resources or personnel under applicable export control laws. To the extent permitted by applicable law, Customer will, at its expense, defend, indemnify, and hold dormakaba harmless from and against all claims, lawsuits, investigations, or demands (and any and all costs, liabilities, damages, and expenses arising therefrom) to the extent such claims, lawsuits, investigations, or demands arise out of or in connection with Customer's breach of the obligations in this Section 3.2. Notwithstanding anything to the contrary, Customer shall remain responsible for the content and accuracy of the Customer Data.

4. PAYMENT TERMS; TAXES.

4.1 **Payment.** Customer agrees to pay all fees listed in Schedule A (as may be updated from time to time), subject to the terms and conditions set out in this Agreement. If Customer renews the SaaS Services for any Renewal SaaS Services Term, Customer shall pay the then-current fees for the applicable SaaS Services.

4.1.1 **Hardware.** Hardware prices do not include installation and setup, handling, or delivery fees. Unless otherwise specified in Schedule A, Hardware is shipped DAP origin, freight pre-pay and add to final invoice. To account for pre-shipment configuration of Hardware in accordance with Customer's requirements, cancellation of all or part of a Hardware order is subject to a twenty-five percent (25%) restocking fee. If the badge technology used by Customer in connection with the Hardware is non-standard badge technology as validated by dormakaba, an additional set-up charge will be assessed. dormakaba will invoice Customer for Hardware upon shipment of the Hardware from the applicable manufacturing facility.

4.1.2 **Professional Services.** dormakaba shall render Professional Services in accordance with a Statement of Work. Fees for Professional Services shall be billed as specified in Schedule A, the terms of which remain in effect for a period of one (1) year from the Effective Date and are subject to change annually thereafter pursuant to dormakaba's published price list. Professional Services provided in connection with the implementation of the SaaS Services ("**Implementation Services**") are not included in the SaaS Services Fees. If Professional Services are to be performed on site, travel time to the Customer's location shall be billed separately and at reduced rates as specified in Schedule A. All travel expenses including transportation, meals, and lodging incurred during the site survey (i.e., the survey of the physical location of the Hardware, as indicated in Schedule A), planning, and implementation phases of the project are billed to the Customer at dormakaba's actual cost.

4.2 Taxes. In addition to the amounts set out in Schedule A, Customer agrees to pay or reimburse dormakaba, as applicable, for any and all applicable sales, use, transfer, withholding, import, VAT, GST, excise, customs, or any other taxes or duties imposed by any Federal, State, Provincial, or local tax authority in connection with the Hardware supplied and Services provided to Customer hereunder, excluding dormakaba's income or property taxes.

4.3 Payment Terms. All invoiced amounts are due and payable thirty (30) days from the invoice date. dormakaba shall be entitled to charge interest on any amounts overdue. Until dormakaba receives payment, interest shall accrue daily from the due date until it is paid. Interest on the overdue amounts shall be calculated at the rate of two percent (2%) per month above the bank prime loan rate established by the U.S. Federal Reserve Board and proportionately for any lesser period. Customer has thirty (30) calendar days after receipt of an invoice to dispute a charge. Any charge not disputed within such period is accepted by Customer. dormakaba and Customer agree to work together to resolve such dispute. Should the parties fail to work out a resolution within thirty (30) days following the notice of dispute, then such dispute may be submitted to the exclusive jurisdiction stated in Section 12.12.

4.4 Late Invoices. Pursuant to A.R.S. § 11-622(C), Customer will not pay for any product or service for which dormakaba invoiced more than six (6) months after the end of the billing period in which the product or service was received. For software licensing and subscriptions, the billing period is considered the same as the term dates described on the related order.

5. OWNERSHIP.

5.1 dormakaba's Exclusive Ownership. dormakaba is the exclusive owner of and shall retain all right, title, and interest in and to the SaaS Services, dormakaba Materials, Documentation, and all developments, inventions, technology, materials, and other work product (including any derivative works) made or conceived or actually or constructively reduced to practice by or on behalf of dormakaba in the course of performing the Services (collectively, the "**Work Product**"), including all IP Rights therein and thereto. Nothing in this Agreement is intended to transfer ownership, title, or any IP Rights in or to the SaaS Services, dormakaba Materials, Documentation, or Work Product, except for the limited rights expressly granted herein. dormakaba expressly reserves all rights not expressly granted to Customer in this Agreement.

5.2 Customer Data. As between the parties, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, subject to the license granted herein. Customer hereby grants to dormakaba a non-exclusive, worldwide, transferable, sub-licensable (to its subcontractors), royalty-free, fully paid-up license during the SaaS Services Term to use, copy, Process, and transmit the Customer Data in order to provide the SaaS Services.

5.3 Service Analyses. dormakaba may: (i) compile statistical and other technical information related to the performance, operation, and use of the SaaS Services; and (ii) use data from the dormakaba Systems in anonymized and aggregated form for security and operations management to create statistical analyses and for research and development purposes ((i) and (ii) collectively, "**Service Analyses**"). dormakaba may make the Service Analyses publicly available and use the Service Analyses for its business purposes, however, Service Analyses will not incorporate Customer Data or Customer's Confidential Information in a form that could serve to identify Customer or any individual. dormakaba shall retain all right, title, and interest in and to Service Analyses, including all IP Rights therein and thereto.

6. CONFIDENTIALITY.

6.1 Obligations. All Confidential Information shall be treated as strictly confidential by the receiving party and its employees, contractors, and agents and shall not be disclosed or duplicated, in whole or in part, by the receiving party without the disclosing party's prior written consent, except as otherwise expressly permitted under this Agreement. Subject to all other confidentiality obligations hereunder, each party may disclose Confidential Information, without the prior written consent of the other, to that party's employees, contractors, and agents who have a need to know the same to carry out the rights granted hereunder or to perform its obligations under this Agreement. Each party shall use its reasonable efforts to protect all such Confidential Information from unauthorized disclosure or use, material harm, damage, theft, tampering, sabotage, or interference, during the Term and during such time as Confidential Information remains in the possession of the other party, and following termination of this Agreement for as long as the parties obligations under Section 6 of this Agreement remain in effect. Each party shall promptly report to the other any actual or suspected violation of the terms of this Section 6, and shall take all reasonable steps to prevent, control, or remedy such violation. Customer acknowledges that the dormakaba Materials, and the Documentation constitute the Confidential Information of dormakaba.

Notwithstanding anything to the contrary herein, the receiving party may disclose Confidential Information of the disclosing party in accordance with applicable public records laws or a judicial or other governmental order, provided the receiving party shall give the disclosing party reasonable notice prior to such disclosure (if permitted by applicable law) and shall comply with any applicable protective order or the equivalent. The terms of this Section 6 shall survive termination of this Agreement for a period of five (5) years following the termination date of the Agreement.

6.2 Equitable Relief. In recognition of the unique and proprietary nature of the Confidential Information disclosed by the parties, it is agreed that each party's remedies at law for a breach by the other of its obligations under this Section 6 shall be inadequate and the disclosing party shall, in the event of such breach, be entitled to seek equitable relief, including injunctive relief and specific performance, in addition to any other remedies provided hereunder or available at law.

7. TERM AND TERMINATION.

7.1 Term. This Agreement commences on the Effective Date and will remain in force for a period not to exceed five years unless it is terminated in accordance with its express provisions (the "**Term**").

7.2 Termination of this Agreement in its Entirety. This Agreement may be terminated in its entirety as follows:

7.2.1 *For Convenience.* By either party on any anniversary of the Effective Date by giving written notice to the other party at least ninety (90) days before such anniversary of the Effective Date; provided, however, that in the case of termination by Customer, Customer shall provide payment to dormakaba in an amount equal to fifty percent (50%) of all fees due for the balance of the months remaining in the SaaS Service Term; or

7.2.2 *For Cause.* By either party, if the other commits any material breach of any term of this Agreement and which (in the case of a breach capable of being cured) remains uncured thirty (30) days following written notice of the same from the non-breaching party; or

7.2.3 *Insolvency; Bankruptcy.* By either party, if the other ceases its business activities or becomes insolvent, admits in writing to an inability to pay its debts as they mature, makes an assignment for the benefit of creditors, is adjudged bankrupt by a competent authority, voluntarily files a petition under any bankruptcy or similar law providing for its reorganization, dissolution or liquidation, or becomes subject to direct control of a trustee, receiver, or similar authority or, in respect of the Customer, anything analogous to such matters in the jurisdiction of the Customer; or

7.2.4 *Non-Appropriation of Public Funds.* Notwithstanding any other provision in this Agreement, Customer may terminate this Agreement if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining Customer or other public entity obligations under this Agreement. In the event of such termination, Customer shall only be responsible for paying for Services rendered prior to termination. Notwithstanding the foregoing, the parties agree that those provisions as set forth in Section 7.6 shall survive.

7.3 Termination of Additional Services.

7.3.1 *By dormakaba.* dormakaba may terminate the applicable SOW, effective upon written notice to Customer, if Customer fails to pay any charges relating to Services thereunder within thirty (30) days of the due date.

7.3.2 *Mutual Right Of Termination.* Either party may terminate the applicable SOW, effective upon written notice to the other party, if the other party commits any material breach of its obligations under such SOW and/or its obligations under this Agreement relating to the Professional Services (except as set forth in Section 7.3.1 above) and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.

7.4 Effects Of Termination.

7.4.1 *General.* Any termination under Sections 7.2 or 7.3 will become effective on the date set forth in the written notice of termination or, if none, immediately upon the addressee's receipt of such termination notice, and any payment obligations related to the terminated portion(s) of this Agreement shall immediately become due and owing. Upon

any expiration of the SaaS Services Term or any earlier termination of this Agreement, all rights granted to Customer under Section 1 will immediately terminate, Customer shall immediately cease using the SaaS Services and dormakaba Materials, and dormakaba may disable all Customer's and its Users' access to the SaaS Services and dormakaba Materials. Upon termination of a SOW, dormakaba will promptly cease performance of Services thereunder. The termination of this Agreement, in whole or in part, will not: (i) prejudice or affect any right of action or remedy that has accrued or will accrue to dormakaba due to Customer's acts or omissions prior to the effective date of such termination; or (ii) relieve Customer of its obligation to pay all charges that have accrued or have become payable to dormakaba under this Agreement. Within fourteen (14) days of the occurrence of any termination of this Agreement in its entirety for any reason whatsoever, Customer shall return the dormakaba Materials, the Documentation, any other Confidential Information of dormakaba in its possession, and all copies of any of the foregoing. Customer shall furnish dormakaba with a certificate signed by an executive officer of Customer verifying that this has been done.

7.4.2 *Effects of Termination on Customer Data.* Subject to Customer's payment in full of all past due undisputed amounts, dormakaba, within fourteen (14) days following the termination of this Agreement or the SaaS Services Term, shall provide to Customer, without charge, a final extract of the Customer Data in dormakaba's standard back-up file format.

7.5 Non-Exclusive Remedy. Termination is not an exclusive remedy and all other remedies will be available whether or not termination occurs.

7.6 Survival. The provisions of Sections 1.2 (last sentence), 1.3, 2.2 (last sentence), 3.2 (last sentence), 4.1 through and including 4.3 4.4, 5, 6 (for the period indicated in Section 6.1), 7.4, 7.5, 7.6, 8, 9.2, 9.3, 11, 12, 13.2 and Attachment 1 of this Agreement shall survive.

8. INFRINGEMENT INDEMNITY.

8.1 Infringement Claim. dormakaba, at its expense and option, will defend and/or settle any claim, action, or allegation brought against Customer by a third party that: (i) dormakaba's b-comm@ application which powers the SaaS Services infringes any IP Right of any third party; or (ii) that the portion of the SaaS Services supplied by Hosting Provider (but excluding any non-Hosting Provider products and services) infringes a patent or copyright (each of (i) and (ii), an "**Infringement Claim**"), upon the following conditions: (a) Customer gives prompt written notice to dormakaba of any such Infringement Claim; (b) Customer gives dormakaba the authority, information, and reasonable assistance (at dormakaba's expense) to handle the defense of the Infringement Claim; provided, that dormakaba shall not be responsible for any cost or expenses incurred without dormakaba's prior written consent; (c) Customer shall not make any admissions whatsoever, or settle the Infringement Claim, without dormakaba's prior written approval; and (d) dormakaba will have sole control of the defense or settlement of the Infringement Claim; however, dormakaba shall obtain Customer's written consent to the settlement if such settlement contains any admission of wrongdoing by Customer or imposes any affirmative obligation on Customer (other than the obligation to cease using the subject of the Infringement Claim or the obligation to pay a settlement amount for which Customer is fully indemnified by dormakaba).

8.2 Infringement Mitigation. If any Infringement Claim is brought or threatened against dormakaba and/or Customer, dormakaba, at its sole option and expense, may: (i) procure for Customer the right to continue use of the SaaS Services; or (ii) modify, amend or replace the SaaS Services or infringing part thereof with other services having substantially the same or better capabilities. If neither of the foregoing is commercially practicable, dormakaba shall refund the unused portion of any prepaid SaaS Services Fees. If such refund is made, Customer shall immediately cease using the infringing portion of the SaaS Services.

8.3 Exclusions. dormakaba will have no obligation or liability hereunder with respect to any infringement to the extent that it arises out of or is related to: (i) the Customer Data, including any Processing of Customer Data by or on behalf of dormakaba in accordance with this Agreement; (ii) use of the SaaS Services for a purpose not authorized under this Agreement or otherwise in violation of this Agreement; or (iii) the combination of the SaaS Services with any products or services not provided by dormakaba.

8.4 EXCLUSIVE REMEDY. SECTION 8 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY AND OBLIGATIONS OF DORMAKABA WITH RESPECT TO ANY ACTUAL, THREATENED, OR ALLEGED INFRINGEMENT OF THE B-COMM@ APPLICATION, SAAS SERVICES, OR ANY IP RIGHTS.

9. LIMITED HARDWARE WARRANTY; DISCLAIMER; LIMITATIONS OF LIABILITY.

9.1 Limited Hardware Warranty. dormakaba warrants that Hardware purchased by Customer from dormakaba will be free of defects in materials and workmanship under normal use and service and will conform to applicable dormakaba-published specifications for a period of one (1) year following the date of shipment to Customer ("**Hardware Warranty Period**"). dormakaba's sole obligation under this warranty shall be to repair or replace nonconforming Hardware which Customer shall report as defective during the Hardware Warranty Period and which upon investigation dormakaba determines to be defective.

9.2 Warranty Disclaimer. Except as expressly set forth in this Agreement, dormakaba makes no warranties or representations, express or implied, written or verbal, relating to the Hardware, Documentation, or Services provided to Customer under this Agreement. WITHOUT LIMITING THE FOREGOING, NEITHER DORMAKABA NOR ITS LICENSORS OR SERVICE PROVIDERS MAKE ANY WARRANTY OF ANY KIND THAT THE HARDWARE OR SERVICES WILL BE ERROR FREE, SECURE, FREE FROM HARMFUL CODE, OR WILL PERFORM IN AN UNINTERRUPTED MANNER OR ACHIEVE ANY INTENDED RESULT. TO THE MAXIMUM EXTENT ALLOWED BY LAW, DORMAKABA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF DORMAKABA WAS INFORMED OF SUCH PURPOSE), AND NON-INFRINGEMENT WITH RESPECT TO THE HARDWARE, DOCUMENTATION, AND SERVICES PROVIDED HEREUNDER.

9.3 Limitations of Liability.

9.3.1 Exclusion of Certain Damages. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL CUSTOMER OR DORMAKABA OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER, OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE, OR USE OF THE HARDWARE, DOCUMENTATION, OR SERVICES, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF DORMAKABA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

9.3.2 Maximum Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, DORMAKABA'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT, OR ANY OTHER FORM OF LIABILITY) FOR DAMAGES OR LOSSES, EXCEPT THOSE ARISING FROM DORMAKABA'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SHALL NOT BE GREATER THAN THE PURCHASE PRICE OR FEES (AS APPLICABLE) ACTUALLY PAID BY CUSTOMER TO DORMAKABA FOR THE PARTICULAR HARDWARE OR SERVICES TO WHICH THE CLAIM RELATES (AND, IF THE APPLICABLE FEES ARE RECURRING CHARGES, THEN DORMAKABA'S LIABILITY IS CAPPED AT TWELVE (12) MONTHS' CHARGES). THIS LIMIT APPLIES COLLECTIVELY TO DORMAKABA, ITS AFFILIATES, SUBCONTRACTORS, AND SUPPLIERS.

9.3.3 No Oral Representations or Warranties. NO EMPLOYEE, AGENT, REPRESENTATIVE, OR AFFILIATE OF EITHER PARTY HERETO HAS AUTHORITY TO BIND THE OTHER TO ANY ORAL REPRESENTATIONS OR WARRANTY NOT EXPRESSLY CONTAINED IN THIS AGREEMENT.

10. ASSIGNMENT.

Except as permitted in this Agreement, neither this Agreement, nor any of the rights and obligations created in this Agreement, may be assigned or transferred, in whole or in part, by either party without the express written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may make an assignment or transfer without the other party's consent to a parent, subsidiary, or other affiliate in connection with a merger, reorganization, corporate restructure, or conversion in which such party is participating, by providing written notice to the other party within a reasonable time following such assignment or transfer. In the event of acquisition of Customer resulting in transfer of control of a majority of equity interests, the rights under this Agreement shall be restricted to Customer and its affiliates as constituted prior to the acquisition; however, the parties may negotiate in good faith to increase Usage Capacity. Any assignment in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

11. COMPLIANCE WITH LAWS.

When performing Services hereunder, dormakaba shall comply with all laws applicable to such performance. When using the Hardware, Documentation, and Services, Customer shall comply with all applicable laws. Without limiting the foregoing, Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using the SaaS Services and agrees that: (i) using the SaaS Service does not release Customer of any legal obligation concerning the preparation and review of such reports and documents; (ii) Customer agrees that it does not and may not rely upon dormakaba or the SaaS Services for any advice or guidance regarding compliance with laws or the appropriate tax treatment of items reflected on such reports or documents; and (iii) Customer will review any calculations made by using the SaaS Services and satisfy itself that those calculations are correct. dormakaba shall be entitled to rely on all information and instructions provided by, and the decisions and approvals of, Customer in connection with dormakaba's performance hereunder. To the extent permitted by applicable law, Customer will, at its expense, defend, indemnify, and hold dormakaba harmless from and against all claims, lawsuits, investigations, or demands (and any and all costs, liabilities, damages, and expenses arising therefrom) to the extent such claims, lawsuits, investigations, or demands arise out of or in connection with dormakaba's performance in accordance with any information or instructions provided, or decisions or approvals made, by Customer.

12. GENERAL TERMS.

12.1 Trademark. b-comm® is a registered trademark of dormakaba EAD GmbH.

12.2 Notices. All notices provided for in this Agreement shall be in writing and will be effective when they are received, whether sent by personal delivery; facsimile; email; by courier; or registered or certified airmail at the following address or such other address as either party shall hereafter designate in writing to the other pursuant to the terms of this Section:

If to dormakaba: dormakaba Workforce Solutions
3082 North Commerce Parkway
Miramar, Florida 33025 USA
Attention: Vice President, dormakaba Workforce Solutions
Facsimile: 954.416.1721

With a copy to: Group Legal Americas
6161 E. 75th Street
Indianapolis, IN 46250
Email: Legal.Amer.US@dormakaba.com

If to Customer: Pima County
150 W Congress, 5th Floor
Tucson, AZ 85701
Attn: Terri Spencer
Phone: 520.724.3722
Email: terri.spencer@pima.gov

12.3 Force Majeure. Except for payment of money, neither party will incur any liability to the other party on account of any loss or damage to the extent resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and not caused by the negligence of the non-performing party; provided, however, that the non-performing party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and could not reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. Such events, occurrences, or causes include but are not limited to, acts of God, acts of Government, Government imposed shutdown, strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, pandemic, denial of service/DOS attacks, earthquakes, fires, and explosions.

12.4 Waiver; Severability. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect or delay by a party to enforce the provisions of this Agreement

or its rights or remedies at any time will not be construed to be deemed a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendment that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.5 Export Law Compliance. Customer acknowledges and agrees that Customer shall: (i) not export the Hardware or Services or technical data relating to any of the foregoing except as authorized by the export control laws and regulations of the United States ("**Export Control Laws**"); (ii) comply with all applicable Export Control Laws (including "deemed export" and "deemed re-export" regulations); and (iii) not use any Hardware, Services, or technical data relating to any of the foregoing for any purpose prohibited by the Export Control Laws.

12.6 Entire Agreement; Amendment; Order of Precedence. This Agreement (including the Attachments and Schedules hereto and any SOWs, which are hereby incorporated herein by reference) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter. Except as provided herein, this Agreement may only be modified by a written document that refers to this Agreement and is executed by an authorized representative of each of the parties hereto. In the event of a conflict between this Agreement and the terms and conditions of any SOW, this Agreement shall govern.

12.7 Interpretation. For all purposes of this Agreement: (i) all references to this Agreement and the words "herein", "hereof", "hereto", and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision; (ii) the words "including", "included", and "includes" mean inclusion without limitation; (iii) the headings in this Agreement are for convenience only and shall not affect the interpretation thereof; (iv) unless expressly stated otherwise, any reference to a Section or subsection shall mean the Section or subsection of this Agreement and (v) this Agreement has been negotiated by dormakaba and Customer and their respective legal counsel, and any legal or equitable principles that might require or permit the construction of this Agreement or any provision hereof against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement.

12.8 Standard Terms. No terms, provisions, or conditions of any purchase order, acknowledgment, or other business form that Customer may use in connection with the purchase of the Hardware or Services will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of dormakaba to object to such terms, provisions, or conditions.

12.9 Independent Contractors. The parties to this Agreement are independent contractors. No relationship of principal to agent, master to servant, employer to employee, or franchisor to franchisee is established hereby between the parties. Neither party has the authority to bind the other or incur any obligation on its behalf.

12.10 Counterparts. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same Agreement.

12.11 No Intended Beneficiaries. No term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Agreement.

12.12 Applicable Law/Jurisdiction; Limitation on Actions. This Agreement will be interpreted and construed pursuant to the laws of the State of Arizona. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties submit to the exclusive jurisdiction of the state and federal courts located in the Pima County and the State of Arizona.

13. PIMA COUNTY SPECIFIC TERMS.

13.1 Click-Through Terms and Conditions.

13.1.1 Click-Through Terms; Acquisition of Software. If dormakaba uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Agreement (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and dormakaba is hereby given notice that the Users using Electronic Ordering Systems on behalf of Customer do not have any actual or apparent authority to create legally binding obligations between the parties. Accordingly, where a User is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation.

13.1.2 Click- Through Terms; Usage of System. If the process of accepting, installing, activating or otherwise initiating the usage of dormakaba's Services presents terms and conditions on screen ("click through terms") to the User performing the action, the parties acknowledge and agree that these terms are informational only, and dormakaba is hereby given notice that the Users performing initiation activities on behalf of Customer do not have any actual or apparent authority to create legally binding obligations between the parties. Accordingly, where a User is required to "click through" or otherwise accept or be made subject to any terms and conditions while initiating product usage, any such terms and conditions are deemed void upon presentation.

13.2 Books and Records. dormakaba will use commercially reasonable efforts to keep and maintain proper and complete books, records and accounts related to the Services, which will be open upon reasonable notice for inspection and audit by duly authorized representatives of Customer. In addition, dormakaba will retain all records relating to this Agreement for the greater of (a) at least five (5) years after its expiration or termination or, (b) until any related pending proceeding or litigation has concluded.

13.3 Non-Discrimination. To the extent applicable, dormakaba will comply with all provisions and requirements of Arizona Executive Order 2009-09, which hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, dormakaba will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

13.4 Americans with Disabilities Act. To the extent applicable, and to the extent within dormakaba's control, dormakaba will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

13.5 Cancellation for Conflict of Interest. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

13.6 Legal Arizona Workers Act Compliance. If dormakaba, under this Agreement, furnishes labor, time or effort to Customer within the State of Arizona, the following applies: dormakaba warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 44-4401 (together the "State and Federal Immigration Laws"). dormakaba will further ensure that each subcontractor who performs any work for dormakaba under this Agreement likewise complies with the State and Federal Immigration Laws. A breach of this paragraph will be deemed a material breach of this Agreement that subjects dormakaba to penalties up to and including termination of the Agreement. Customer retains the legal right to inspect the papers of any dormakaba or subcontractor employee who works on the Agreement to ensure that the dormakaba or subcontractor is complying with this warranty.

13.7 Israel Boycott Certification. Pursuant to A.R.S. § 35-393.01, if dormakaba engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, dormakaba certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

13.8 Forced Labor of Ethnic Uyghurs. Pursuant to A.R.S. § 35-394 if dormakaba engages in for-profit activity and has 10 or more employees, dormakaba certifies it is not currently using, and agrees for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any vendors, subcontractor or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of

China. If dormakaba becomes aware during the term of the Agreement that dormakaba is not in compliance with A.R.S. § 35-394, dormakaba must notify Customer within five business days and provide a written certification to Customer regarding compliance within one hundred eighty days.

13.9 Insurance Requirements. dormakaba will acquire and maintain insurance that satisfies the requirements in Schedule F.

13.10 Data Processing Addendum. The parties shall undertake those obligations as set forth in Schedule G.

Pima County

Signature: _____

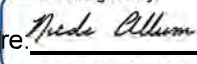
Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM  Deputy County Attorney Sarah Meadows Print DCA Name 5-2-3024 Date
--

dormakaba Workforce Solutions LLC

DocuSigned by:
Signature:  _____
5FD8B224F36D457...

Print Name: Nicole Allum

Title: Professional Services Manager

Date: 5/2/2024

DocuSigned by:
By:  _____
ACDD4A51BE0B47D...

Print Name: Mark Allen

Title: Head of dormakaba Workforce Solutions

Date: 5/2/2024

ATTACHMENT 1 DEFINITIONS

In this Agreement:

"Access Credentials" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual's identity and authorization to access and use the SaaS Services.

"Confidential Information" means all non-public information (regardless of its form, manifestation, or how it is known to the other party) concerning either party to this Agreement, including technology, data, business, financial affairs, and operations of each respective party hereto, is hereby deemed to be confidential and proprietary to each such respective party. Confidential Information shall not include information which the receiving party can establish by documentary evidence: (i) was in the possession of the receiving party at the time of disclosure; (ii) prior to or after the time of disclosure becomes part of the public domain without the act or omission of the party to whom it was disclosed; (iii) is disclosed to the receiving party by a third party under no legal obligation to maintain the confidentiality of such information; or (iv) was independently developed by the receiving party.

"Customer Data" means information, data, and other content, in any form or medium, controlled by Customer that is uploaded or otherwise provided to dormakaba, directly or indirectly, by or on behalf of Customer or a User in connection with the SaaS Services.

"Customer Systems" means Customer's information technology infrastructure, including time clocks, computers, software, hardware, databases, electronic systems (including database management systems), platforms, and networks, whether operated directly by Customer or through the use of third-party services.

"Documentation" means any printed, visual, or electronic materials, specifications, instructions, end user manuals, or other information provided by dormakaba which describe the use of the Hardware or Services and any derivative works of any of the foregoing.

"dormakaba Materials" means the Documentation for the SaaS Services and any and all other information, data, documents, materials, works, and other content that are provided or used by dormakaba in connection with the SaaS Services or otherwise comprise or relate to the SaaS Services or dormakaba Systems, excluding the Customer Data.

"dormakaba Systems" means the information technology infrastructure used by or on behalf of dormakaba in performing the SaaS Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by dormakaba or through the use of its subcontractors.

"Export Control Laws" has the meaning set forth in Section 12.5.

"Hardware" means the dormakaba OEM data collection terminals, peripherals, and other items of hardware to be supplied by dormakaba set out in Schedule A.

"Hardware Warranty Period" has the meaning set forth in Section 9.1.

"Harmful Code" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to: (i) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any: (a) computer, software, firmware, hardware, system, or network; (b) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (ii) prevent Customer or any User from accessing or using the SaaS Services as intended by this Agreement.

"Hosting Provider" means dormakaba's subcontractor that hosts the b-comm® application that powers the SaaS Services.

"Implementation Services" has the meaning set forth in Section 4.1.2.

"Infringement Claim" has the meaning set forth in Section 8.1.

"Initial SaaS Services Term" has the meaning set forth in Section 1.4.

"IP Rights" means all forms of intellectual property rights and protections throughout the world, whether currently existing or hereafter developed or acquired and whether now known or hereafter recognized, including all right, title, and interest arising under United States or foreign common or statutory law in and to all: (i) patents and all filed, pending, or potential applications for patents throughout the world now or hereafter filed; (ii) trade secret rights, know-how, technical information, rights in databases, and equivalent rights; (iii) copyrights and applications therefor, moral rights, authors' rights, whether or not protected by copyright or as a mask work; and (iv) proprietary indicia, trademarks, service marks, trade names, trade dress, logos, symbols, domain names, logos, and/or brand names and all goodwill associated therewith.

"Process(ed)(ing)" means any operation or set of operations that the SaaS Services are capable of taking or performing on any data, information, or other content, whether or not by automatic means, including collecting, recording, organizing, storing, adapting or altering, retrieving, consulting, using, transmitting, disclosing or otherwise making available, aligning, combining, blocking, erasing, and destroying such data, information, or content.

"Professional Services" means dormakaba's consulting services for the implementation of the SaaS Services or as otherwise mutually agreed in accordance with an applicable SOW.

"Renewal SaaS Services Term" has the meaning set forth in Section 1.4.

"SaaS Services" has the meaning set forth in Section 1.1.

"SaaS Services Fees" means the fees charged by dormakaba for the SaaS Services.

"SaaS Services Term" has the meaning set forth in Section 1.4.

"Service Analyses" has the meaning set forth in Section 5.3.

"Services" means, collectively, all services provided by dormakaba to Customer under this Agreement.

"Site" means the physical location of the Hardware, as such location is set forth in Schedule A.

"SLA" has the meaning set forth in Section 1.10.

"SOW" or **"Statement of Work"** means a written statement of work executed by both parties for Professional Services, including Implementation Services.

"Term" has the meaning set forth in Section 7.1.

"Update" means any modification or enhancement of the SaaS Services that dormakaba makes generally available to customers without a separate charge above the SaaS Services Fees. All Updates shall constitute part of the SaaS Services and will be subject to all applicable terms and conditions of this Agreement.

"Upgrade" means any module, and any modification or enhancement thereto, of the SaaS Services that were not originally purchased under this Agreement and would enable Customer to access additional features and/or functionality through the SaaS Services.

"Usage Capacity" has the meaning set forth in Section 1.1.

"User" has the meaning set forth in Section 1.2.

"Work Product" has the meaning set forth in Section 5.1.

CONTRACT
NO. <u>MA-PO-24-156</u>
AMENDMENT NO. <u>00</u>
This number must appear on all invoices, correspondence and documents pertaining to this contract.

The content of Schedule A is confidential. Requests for a copy shall be submitted to the Clerk of the Board by completing a Public Records Request pursuant to County Administrative Procedure 4-4. The Public Records Request form can be located at <http://webcms.pima.gov/> under the 'Quick Links' section. Release of confidential contract information involves a process above and beyond the basic Public Records Request process. This process will be performed by the Procurement Department after the Clerk of the Board receives the completed Public Records Request.

If you have any questions, please call (520)724-8161.

CONTRACT
NO. <u>MA-PO-24-156</u>
AMENDMENT NO. <u>00</u>
This number must appear on all invoices, correspondence and documents pertaining to this contract.

The content of Schedule B is confidential. Requests for a copy shall be submitted to the Clerk of the Board by completing a Public Records Request pursuant to County Administrative Procedure 4-4. The Public Records Request form can be located at <http://webcms.pima.gov/> under the 'Quick Links' section. Release of confidential contract information involves a process above and beyond the basic Public Records Request process. This process will be performed by the Procurement Department after the Clerk of the Board receives the completed Public Records Request. If you have any questions, please call (520)724-8161.

CONTRACT
NO. MA-PO-24-156
AMENDMENT NO. 00
This number must appear on all invoices, correspondence and documents pertaining to this contract.

The content of Schedule C is confidential. Requests for a copy shall be submitted to the Clerk of the Board by completing a Public Records Request pursuant to County Administrative Procedure 4-4. The Public Records Request form can be located at <http://webcms.pima.gov/> under the 'Quick Links' section. Release of confidential contract information involves a process above and beyond the basic Public Records Request process. This process will be performed by the Procurement Department after the Clerk of the Board receives the completed Public Records Request. If you have any questions, please call (520)724-8161.



b-comm® (OnDemand)

SCHEDULE D

Data Security & System Controls

Version 2.3

dormakaba Workforce Solutions LLC
3015 N. Commerce Parkway
Miramar, Florida 33025
954.416.1720



Data Security and System Control for b-comm®

The following requirements shall apply to the extent dormakaba uses, stores, collects and transmits personally identifiable information.

- a) dormakaba will use commercially reasonable efforts to protect the security of the Customer Data as required by the terms of this Schedule and applicable laws. dormakaba agrees that it will use and disclose Customer Data only for the purposes of providing the Services and for the purposes for which Customer provides such Customer Data under this Agreement, and will not use or otherwise disclose or make available Customer Data for dormakaba's own purposes without Customer's prior written consent.
- b) Unless expressly agreed otherwise, Customer Data will be stored in the United States and will not be relocated without Customer's consent, which will not be unreasonably withheld. All Customer Data will be kept logically separate from all other dormakaba customer data.

To the extent Customer Data at rest is stored by dormakaba or its Hosting Provider, such Customer Data will be stored in encrypted form by utilizing transparent data encryption (TDE) to encrypt the database. dormakaba reserves the right to utilize other encryption technologies without notice to Customer, provided that dormakaba remains in compliance with the terms of this Schedule. Customer Data in transit between dormakaba and Customer or between dormakaba and its Hosting Provider will be sent, received, transferred, distributed, or transmitted only in encrypted form utilizing https encryption technology or SFTP encryption technology, as applicable. Subject to Customer's configuration of the SaaS Services to regularly purge the Customer Data from intermediate data processing repositories, dormakaba will securely delete Customer Data in accordance with SaaS Services configurations. dormakaba's obligations with respect to backup of Customer Data are set forth in Section 2.2 of the Agreement.

- c) dormakaba will implement and maintain reasonable security measures and controls designed to protect Customer Data in accordance with accepted industry standards from unauthorized disclosure and use. dormakaba's security measures and controls include the following:
 - i. Network controls (firewall, router, network switches, servers, and other network infrastructure components), including but not limited to:
 - Administrative interfaces are designed to prevent unauthorized access. Access to the Hosting Provider's infrastructure components is only allowed for authorized administrative users of dormakaba ("authorized user") via single sign-on and only via dormakaba's corporate network or with VPN access to dormakaba's corporate network. Each authorized user's access

to the Hosting Provider's infrastructure components is strictly limited based on such authorized user's specific security role.



- dormakaba configures its network controls and does not utilize default settings for vendor-provided network control tools and components. dormakaba's internal technology team manages its network controls to comply with dormakaba's contractual and legal data security obligations, which are periodically reviewed to ensure these continue to be appropriate.
 - dormakaba SaaS Services are not publicly accessible. All client requests from Customer are routed to an application gateway which then routes the request to the Customer's b-comm application virtual machine. All requests are encrypted utilizing https encryption technology.
 - dormakaba utilizes various monitoring applications to monitor and log activity on its network equipment and infrastructure components that protect Customer Data. dormakaba configures such monitoring applications to trigger alerts to notify technical resources to any abnormal activity within the network.
- ii. Logical access controls to applications, databases, servers, and other infrastructure, including but not limited to:
- Customer's administrative users of the SaaS Services control the process of issuing access credentials to Customer's users.
 - User access to dormakaba's systems is approved by an individual authorized to approve the access.
 - dormakaba user access reviews are conducted quarterly to ensure the right people have the right access to systems.
 - Users accessing dormakaba's systems are removed promptly in the event of termination.
 - Privileged, super user, administrator type access to dormakaba's system infrastructure is clearly defined, documented, and reviewed regularly for appropriateness. In order to provision the infrastructure and enable the Customer to use the SaaS Services and to perform b-comm software upgrades, dormakaba's personnel on the devOps team shall have access to the Customer's database. dormakaba shall provide Customer with appropriate, advance notification prior to any b-comm software upgrade release.
 - The following user account/ID controls are enforced on all systems:
 - 1 unique user ID per user,
 - No sharing of user IDs,
 - The following minimum password controls are enforced on all systems:
 - 8-character minimum password length,
 - Complexity requirements – alphanumeric and upper- and lower-case letters, and optionally special characters,
 - Forced password change every 90 days or more frequent,



- All vendor-supplied accounts are disabled, or their default passwords are changed.
- iii. Program development and change management controls
 - dormakaba typically executes two software releases per year.
 - All software releases are tested and approved by dormakaba personnel prior to release for Customer to test in its test environment prior to implementation to Customer's production environment.
 - A formal testing methodology is in place for testing of new or changed programs.
 - dormakaba's software code, including source code, object code, or otherwise, is dormakaba's proprietary information for which dormakaba implements and maintains controls it deems necessary to protect its proprietary information.
- iv. IT Operations controls
 - Applications, Customer Data, and other required data for operation will be securely backed up and stored in an encrypted form as described above.
 - dormakaba will be responsible for establishing, implementing, testing, and maintaining a business continuity process (including without limitation disaster recovery and crisis management procedures) designed to provide continuous access to, and support for, the SaaS Services. At a minimum, dormakaba shall:
 - Back up Customer Data in accordance with Section 2.2 of the Agreement
 - Maintain duplicate or redundant systems
 - Establish and follow backup procedures for transmitting data and systems to dormakaba's backup location. Such backup storage and systems shall be located at a secure physical location separate from dormakaba's primary data processing location.
 - Customer Data is transmitted in real time to Customer's system of record service provider (e.g., Workday). Any Customer Data on the Hosting Provider's databases is stored for approximately thirty (30) days.
 - dormakaba shall maintain a Disaster Recovery (DR) plan that includes personnel assignments, recovery procedures, estimated recovery time for Customer Data, products and SaaS Services, and Customer notification procedures. This DR plan shall be tested on a regular basis. dormakaba shall provide Customer with copies of its latest Disaster Recovery Plan from time to time upon Customer's reasonable written request.
 - Physical access controls are implemented and reviewed on a regular basis (access to buildings, computing resources, files, data)



- d) dormakaba utilizes an Information Security Management System that is audited annually and is ISO 27001 certified. dormakaba shall also monitor and review the controls for the Hosting Provider and require that the Hosting Provider is aligned or in compliance with accepted industry standards, and, where available, provide copies of the Hosting Provider's third-party security measures and controls review or audit reports to Customer at Customer's written request. Customer shall treat such reports as dormakaba's Confidential Information under this Agreement.
- e) During the Term of the Agreement, dormakaba will, upon reasonable written request, provide the following to Customer to the extent such information is available:
 - i. System logs for the SaaS Services, available to Customer through the SaaS Services; provided that Customer has configured and maintained such configuration of the SaaS Services to record and retain such information. Customer shall treat such system logs as dormakaba's Confidential Information under this Agreement.
 - ii. An updated Client Third Party Technical Risk Assessment upon Customer's request on not more than an annual basis during the Term. Customer shall treat such assessment as dormakaba's Confidential Information under this Agreement.
 - iii. Reasonable access via phone or email to dormakaba personnel as described in dormakaba's current support policies and procedures.

dormakaba has no obligation to provide any information described in (i) – (iii) immediately above, to the extent the information contains any of dormakaba's other customers' data, records or other information.

- f) Penetration testing and/or vulnerability assessments are conducted by a third party and performed at least annually on the systems used in connection with the Services.
- g) At Customer's request upon termination or expiration of the Agreement, dormakaba will provide Customer with a final extract of the Customer Data in accordance with Section 7.4.2 of the Agreement. Thereafter, dormakaba, or its Hosting Provider, will permanently delete or otherwise destroy all Customer Data residing on any database within dormakaba's or its Hosting Provider's control. Upon Customer's request, dormakaba will provide written verification certifying such deletion or destruction has been completed.



Pima County

By: _____

Print Name: _____

Title: _____

Date: _____

dormakaba Workforce Solutions, LLC

DocuSigned by:
By: *Nicole Allum*
5F06B224F36D457...

Print Name: Nicole Allum

Title: Professional Service Manager

Date: 5/2/2024

DocuSigned by:
By: *Mark Allen*
ACDD4A518E0B47D...

Print Name: Mark Allen

Title: Head of dormakaba Workforce Solutions

Date: 5/2/2024



b-comm[®] (OnDemand)

SCHEDULE E

Service Level Agreement

Version 2.1

Introduction

This Service Level Agreement (“SLA”) applies to the dormakaba b-comm software-as-a-service (“b-comm”) data center infrastructure for production environments. For assistance with the b-comm application, please refer to the b-comm Customer Support Plan.

This SLA is incorporated into the Master Agreement b-comm® (OnDemand Solution) (“Master Agreement”). Any capitalized terms used but not defined herein shall have the meaning set forth in the Master Agreement.

Definitions

“**Availability**” means the b-comm application is available for access and use by Customer and Users over the Internet as further set forth in the Master Agreement.

“**Claimed Outage**” means the period (measured in minutes) during which Customer claims a Loss of Services during a Measurement Period. A Claimed Outage commences when Customer opens a support request ticket with dormakaba and ends when dormakaba has restored Availability.

“**Emergency Maintenance**” means unplanned maintenance services that must be performed immediately to maintain the security, accessibility, and operation of the b-comm application or data center environment.

“**Excluded Minutes**” means the period of any outage that is attributed to one or more of the Service Credit Exclusions during a Measurement Period.

“**Exclusions**” means events that do not qualify for Service Credits, as further set forth in this SLA.

“**Loss of Services**” means Customer’s inability to connect to the b-comm production data center(s) providing the SaaS Services supplied by dormakaba.

“**Measurement Period**” = one calendar month.

“**Monthly Minutes**” = the total minutes in a given Measurement Period.

“**Qualifying Minutes**” means the aggregate of all minutes of all Verified Outages during a Measurement Period.

“**Recovery Point Objective**” = the maximum acceptable amount of data loss measured in time.

“**Recovery Time Objective**” = the time the dormakaba b-comm application is unavailable until it is available again.

“**Scheduled Maintenance**” means planned maintenance periods established by dormakaba to provide sufficient time to maintain and update the b-comm application and production environment.

“**Verified Outage**” means a Claimed Outage for a particular SaaS Service, or portion thereof that has been verified by dormakaba.

Availability Standard

The Availability Standard for a given Measurement Period is $\geq 99.5\%$ and is calculated as follows:

$$\frac{(\text{Monthly Minutes} - \text{Excluded Minutes} - \text{Qualifying Minutes})}{(\text{Monthly Minutes} - \text{Excluded Minutes})} \times 100$$

The measurement point for Availability is the availability of the b-comm application operating in a production environment at the b-comm production data center’s Internet connection points.

If Customer can connect to the b-comm production data center to access the SaaS Services, there is no Loss of Services.

Scheduled Maintenance

Currently, Scheduled Maintenance times for the b-comm application are as follows:

Weekly Maintenance:	Saturday 7 am to 11 am EST
Monthly Maintenance:	Saturday 11 am to 3 pm EST
Quarterly Maintenance:	Saturday 3 pm to 7 pm EST

Times are subject to change with reasonable notice.

Emergency Maintenance

If Emergency Maintenance is required, dormakaba will give advance notice where possible. In some instances, the Hosting Provider may have to perform Emergency Maintenance where no advance notice is given.

b-comm Software Update Process

Periodically, dormakaba introduces Updates to the b-comm software. Advance notice will be provided to the Customer, and an updated b-comm test instance will be made available for a minimum of 45 days prior to applying the Update to the production instance. dormakaba currently releases Updates to the software one to two times per year. This is subject to change at dormakaba’s discretion.

b-comm software Updates may take up to 8 hours to install, and the server may be unavailable during this time. b-comm software Updates are not considered Qualifying Outages.

Incident Reporting

To report a Claimed Outage, the designated Customer-named representative(s) who is registered with dormakaba and trained on the b-comm software product must initiate a support request ticket (via phone, email, or web portal).

Phone: 800-384-8075
Email: support.b-comm.amer@dormakaba.com
Web Portal: <https://support.b-comm.dormakaba.com>

Disaster Recovery

dormakaba will maintain a b-comm instance in a separate data center in another geographic region for the purpose of disaster recovery.

dormakaba commits to a Recovery Point Objective of 1 hour.

dormakaba commits to a Recovery Time Objective of 48 hours.

dormakaba will test its disaster recovery plan once per year.

Service Credits

Except as set forth in the Master Agreement, the issuance of Service Credits is Customer's sole and exclusive remedy for any failure by dormakaba to satisfy the requirements set forth in this SLA.

Should dormakaba fail to meet the Availability Standard set forth in this SLA, dormakaba will provide Service Credits, at Customer's request, in accordance with the following:

Availability	Service Credit
≥ 99.5%	N/A
<99.5 to 99.0%	10%
<99.0 to 98.5 %	15%
<98.5 to 98.0 %	20%
<98.0 to 97.5 %	25%
<97.5 to 97.0 %	30%
<97.0 to 96.5 %	35%
<96.5 to 96.0 %	40%
<96.0 to 95.0 %	45%
< 95.0%	50%

Limitations: Service Credits will not be provided if Customer is in breach of the Master Agreement, including but not limited to not remaining current with payments due. Any claims for Service Credits must be submitted in writing by the designated Customer-named representative(s) who is registered with dormakaba and trained on the b-comm software product and delivered by email to support.b-comm.amer@dormakaba.com within 10 business days following the end of the Measurement Period for which the claim is being made.

Service Credit Exclusions

Service Credits do not apply for periods during which the SaaS Services are not available for the following reasons:

- Any Scheduled Maintenance or Emergency Maintenance required by either the Hosting Provider or the b-comm support team;
- Customer's or User's access to or use of the SaaS Services that does not strictly comply with the terms of the Master Agreement and the Documentation;
- Issues relating to Customer Data and/or Customer Systems;
- Problems with Customer's or User's access to the Internet or connectivity that is not related to the b-comm system;
- Force majeure events, including, without limitation, Internet or telecommunications failure or delay that is outside of the management of dormakaba or the Hosting Provider;
- Suspension or termination of Customer's access to the SaaS Services as provided in the Master Agreement;
- Problems caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Master Agreement;
- Problems caused by Customer's use of the SaaS Services;
- Problems caused by denial of service attacks, virus attacks or hacking attempts;
- Problems caused by hardware provided by Customer or a third party;

Note: dormakaba reserves the right to make changes to this SLA with 30 days written notice to the Customer.

SCHEDULE F
PIMA COUNTY INSURANCE REQUIREMENTS FOR DORMAKABA

The Insurance Requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. dormakaba's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by Customer. Customer in no way warrants that the minimum insurer rating is sufficient to protect dormakaba from potential insurer insolvency.

1. MINIMUM SCOPE AND LIMITS OF INSURANCE.

dormakaba will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Customer in no way warrants that the minimum insurance limits contained herein are sufficient to protect dormakaba from liabilities that arise out of the performance of the work under this Agreement. If necessary, dormakaba may obtain commercial umbrella or excess insurance to satisfy the Customer's Insurance Requirements.

1.1. Commercial General Liability (CGL). Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

1.2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this Agreement with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

1.3. Worker's Compensation (WC) and Employers' Liability. Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

1.4. Technology Errors and Omissions (E&O) Insurance. The Technology E&O coverage shall have minimum limits not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement. In the event that the Technology E&O insurance required by this Agreement is written on a claims-made basis, dormakaba shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section.

1.5. Network Security (Cyber) / Privacy Insurance. Coverage shall have minimum limits not less than \$2,000,000 Each Claim with a \$2,000,000 Annual Aggregate. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring where legally obligated and for those whose data were lost or compromised, defense and claims expenses, regulatory defense costs plus fines and penalties, and computer program and electronic data restoration expenses coverage (data asset protection). In the event that the Network Security and Privacy Liability insurance required by this Agreement is written on a claims-made basis, dormakaba must warrant that either continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section, or an extended discovery period will be exercised for a period of two (2) years beginning at the time of work under this Agreement is completed.

2. ADDITIONAL INSURANCE REQUIREMENTS.

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.

2.1. Claims Made Coverage. If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and dormakaba must maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

2.2. Additional Insured Endorsement. The General Liability and Business Automobile Liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of dormakaba. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

2.3. Subrogation Endorsement. The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Customer and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of dormakaba.

2.4. Primary Insurance Endorsement. dormakaba's policies shall stipulate that the insurance afforded dormakaba shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate the Customer to pay any portion of dormakaba's deductible or Self Insurance Retention (SIR). Insurance provided by dormakaba shall not limit dormakaba's liability assumed under the indemnification provisions of this Agreement.

2.5. Subcontractors. dormakaba must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, dormakaba must furnish, if requested by Customer, appropriate insurance certificates for each subcontractor. dormakaba must obtain Customer's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

3. Notice of Cancellation. Each Required Insurance policy must provide, and certificates specify, that Customer will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to the Customer Contracting Representative, and must include the Customer project or contract number and project description.

4. Verification of Coverage. dormakaba shall furnish Customer with certificates of insurance (valid ACORD form or equivalent approved by Customer) as required by this Agreement. An authorized representative of the insurer shall sign the certificates. Each certificate must include (a) the Pima County tracking number for this Agreement, MA-PO-24-156, and a project description, in the body of the Certificate, (b) a notation of policy deductibles or SIRs relating to the specific policy, and (c) certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents.

4.1. Certificate Delivery Date. All certificates and endorsements, as required by this written agreement, are to be received and approved by Customer before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to Customer not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

4.2. Certificate Delivery Location. All certificates required by this Agreement shall be sent directly to the appropriate Customer Department. The Certificate of Insurance shall include the Customer project or contract number and project description on the certificate.

5. Approvals and Modifications. Customer's Risk Manager may modify the Insurance Requirements at any point during the Term of this Agreement. This can be done administratively, with written notice from the Risk Manager, and does not require a formal written amendment. Neither the Customer's failure to obtain a required insurance certificate or endorsement, the Customer's failure to object to a non-complying insurance certificate or endorsement, nor the Customer's receipt of any other information from dormakaba, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

CONTRACT
NO. <u>MA-PO-24-156</u>
AMENDMENT NO. <u>00</u>
This number must appear on all invoices, correspondence and documents pertaining to this contract.

The content of Schedule G is confidential. Requests for a copy shall be submitted to the Clerk of the Board by completing a Public Records Request pursuant to County Administrative Procedure 4-4. The Public Records Request form can be located at <http://webcms.pima.gov/> under the 'Quick Links' section. Release of confidential contract information involves a process above and beyond the basic Public Records Request process. This process will be performed by the Procurement Department after the Clerk of the Board receives the completed Public Records Request. If you have any questions, please call (520)724-8161.

Attachment A Standard Contractual Clauses (Processors)

SECTION I

Clause 1

Purpose and scope

a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) for the transfer of personal data to a third country.

b) The Parties:

- i) the natural or legal person(s), public authority, agency, or other body (“entity”) transferring the personal data, as listed in Annex I.A (each a “data exporter”); and
- ii) the entity in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (each a “data importer”).

have agreed to these standard contractual clauses (“Clauses”).

c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from Controllers to Processors and/or Processors to Processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

- i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
- ii) Clause 8.1(b), 8.9(a), (c), (d) and (e);
- iii) Clause 9(a), (c), (d) and (e);
- iv) Clause 12(a), (d) and (f);
- v) Clause 13;
- vi) Clause 15.1(c), (d) and (e);
- vii) Clause 16(e);
- viii) Clause 18(a) and (b).

b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 - Optional

Docking clause

[Intentionally omitted]

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organizational measures, to satisfy its obligations under these Clauses.

8.1 Instructions

a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.

b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

a) The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the

redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organizational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to that data (hereinafter “personal data breach”). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymization, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymization, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organizational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter 'sensitive data'), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- i) the onward transfer is to a country benefiting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
- iii) the onward transfer is necessary for the establishment, exercise or defense of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.

b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.

c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.

d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.

e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9

Use of sub-processors

- a) The data importer has the data exporter's general authorization for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least thirty (30) days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.
- b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.
- c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.
- d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.
- e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby – in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent – the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10

Data subject rights

- a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorized to do so by the data exporter.
- b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organizational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.
- c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11

Redress

- a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorized to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
- b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:

- i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
 - ii) refer the dispute to the competent courts within the meaning of Clause 18.
- d) The Parties accept that the data subject may be represented by a not-for-profit body, organization or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

- a) Each Party shall be liable to the other Party for any damages it causes the other Party by any breach of these Clauses.
- b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.
- c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a Processor acting on behalf of a Controller, to the liability of the Controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.
- d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.
- e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.
- g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13

Supervision

- a) As applicable:

Where the data exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679: The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679: The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behavior is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorizing access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

- i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
- ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorizing access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards (12);
- iii) any relevant contractual, technical or organizational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organizational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1 Notification

a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:

- i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
- ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority, whether requests have been challenged and the outcome of such challenges, etc.).

d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimization

a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

- b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

- a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
 - i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - ii) the data importer is in substantial or persistent breach of these Clauses; or
 - iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of the Republic of Ireland

Clause 18

Choice of forum and jurisdiction

- a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- b) The Parties agree that those shall be the courts that Customer's primary office and/or headquarters is located in.
- c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- d) The Parties agree to submit themselves to the jurisdiction of such courts.

ANNEX 1 TO ATTACHMENT A

PERSONAL DATA

Annex 1 to the Standard Contractual Clauses

Details of the Processing

A. LIST OF PARTIES

Data exporter(s):

Customer Name: Customer name as listed in Agreement.

Address: Customer address as listed in the Agreement.

Contact person’s name, position and contact details: Contact person as listed in the Agreement.

Activities relevant to the data transferred under these Clauses: Customer shall be the Controller of the Personal Data it provides to dormakaba to provide the Services as outlined in the Agreement.

Customer Signature and date: _____  _____ 05/02/2024

Role (controller/processor): Controller

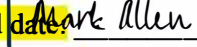
Data importer(s):

Name: dormakaba Workforce Solutions, LLC

Address: PO Box 3015 North Commerce Parkway, Miramar, Florida 33025

Contact person’s name, position and contact details: Mariana Lima, Data Protection Officer, mariana.lima@dormakaba.com

Activities relevant to the data transferred under these Clauses: dormakaba Services as set forth in the Agreement.

dormakaba Signature and date: _____  _____ 5/2/2024

Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Employees, workers and contractors

Categories of personal data transferred

Employment Data

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

As required to perform the Services

Nature of the processing

For the performance of the Services

Purpose(s) of the data transfer and further processing

To provide the Services

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

As described in the Agreement

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Subject Matter	Nature	Duration
Hosting database (Microsoft Azure)	Hosting	As required to provide the Services

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

Data Supervisory Authority of the applicable Data Subjects.

ANNEX 2 TO ATTACHMENT A

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Each party shall undertake those obligations as set forth in Schedule D of the Agreement to protect and secure Personal Data Processed under this Agreement

ANNEX 3 TO ATTACHMENT A

LIST OF SUBPROCESSORS

The Customer has authorised the use of the following Subprocessors:

Subprocessor	Nature	Duration
Microsoft Azure	Hosting	As required by the Agreement

**ATTACHMENT B
EUROPEAN UNION GENERAL DATA PROTECTION REGULATION TERMS**

1. GDPR COMMITMENTS.

1.1 To the extent that the DPA does not address all of the issues in this Attachment B or provides lesser data protection commitments to Customer in the DPA where dormakaba Processes Personal Data within the scope of the GDPR on behalf of Customer, dormakaba makes the commitments in these GDPR Terms to the Customer. These GDPR Terms do not limit or reduce any data protection commitments dormakaba makes to Customer in the Agreement.

1.2 For purposes of these GDPR Terms, Customer and dormakaba agree that Customer is the Controller and dormakaba is the Processor of Personal Data.

2. RELEVANT GDPR OBLIGATIONS. Articles 28 (processor), 32 (security of processing) and 33 (notification of a Personal Data breach to the supervisory authority)

2.1 dormakaba shall not engage another Processor without prior specific or general written authorization of Customer. In the case of general written authorization, dormakaba shall inform Customer of any intended changes concerning the addition or replacement of other Processors, thereby giving Customer the opportunity to object to such changes. **(Article 28(2)).**

2.2 Processing by dormakaba shall be governed by this DPA and these GDPR Terms under European Union ("EU") or Member State law and are binding on dormakaba with regard to Customer. The subject-matter and duration of the processing, the nature and purpose of the processing, the type of Personal Data, the categories of Data Subjects, and the obligations and rights of the Customer are set forth in this DPA. In particular, dormakaba shall:

2.2.1 process the Personal Data only on documented instructions from Customer, including with regard to transfers of Personal Data to a third country or an international organization, unless required to do so by EU or Member State law to which dormakaba is subject; in such a case, dormakaba shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

2.2.2 ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

2.2.3 take all measures required pursuant to Article 32 of the GDPR (see below);

2.2.4 respect the conditions referred to in paragraphs 1 and 3 for engaging another Processor;

2.2.5 take into account the nature of the processing, assist Customer by implementing reasonable and appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the GDPR;

2.2.6 assist Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to dormakaba;

2.2.7 at the choice of Customer, delete or return all the Personal Data to Customer after the end of the provision of services relating to processing, and delete existing copies unless EU or Member State law requires storage of the Personal Data; and

2.2.8 make available to Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer.

2.3 With regard to Section 2.2.8 above, dormakaba shall immediately inform Customer if, in its opinion, an instruction infringes the GDPR or other EU or Member State data protection provisions. **(Article 28(3))**

2.4 Where dormakaba engages another Processor for carrying out specific processing activities on behalf of Customer, the same data protection obligations as set out in these GDPR Terms shall be imposed on that other Processor by way of a contract or other legal act under EU or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other Processor fails to fulfil its data protection obligations, dormakaba shall remain fully liable to the Customer for the performance of that other Processor's obligations. **(Article 28(4))**

2.5 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Customer and dormakaba shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

2.5.1 the pseudonymization and encryption of Personal Data;

2.5.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

2.5.3 the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and

2.5.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing. **(Article 32(1))**

2.6 In assessing the appropriate level of security, account shall be taken of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored, or otherwise Processed. **(Article 32(2))**

2.7 Customer and dormakaba shall take steps to ensure that any natural person acting under the authority of Customer or dormakaba who has access to Personal Data does not Process them except on instructions from Customer, unless he or she is required to do so by EU or Member State law. **(Article 32(4))**

2.8 dormakaba shall notify Customer without undue delay after becoming aware of a Personal Data Breach. **(Article 33(2)).**

2.9 Such notification will include that information a Processor must provide to a Controller under Article 33(3) to the extent such information is reasonably available to dormakaba.

ATTACHMENT C CALIFORNIA CONSUMER PRIVACY ACT TERMS

These CCPA terms only apply where dormakaba Processes Personal Data of California residents.

1. DEFINITIONS.

1.1 The following definitions apply:

1.1.1 **CCPA** means the California Consumer Privacy Act of 2018 and the California Privacy Rights Act of 2020, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General or California Privacy Protection Agency.

1.1.2 **contracted business purposes** mean the purposes for processing personal information as set out in **Attachment A, Appendix 1**.

1.1.3 **“personal information”** means Personal Data.

1.2 The following lower case terms used but not defined in this **Attachment C**, such as **“aggregate consumer information”**, **“business purposes”**, **“commercial purposes”**, **“consumer”**, **“de-identify”**, **“personal information”**, **“processing”**, **“pseudonymize”**, **“sale”**, **“share”** and **“verifiable consumer request”** will have the same meaning as set forth in §§ 1798.14 of the CCPA.

2. DORMAKABA’S CCPA OBLIGATIONS. If and to the extent that dormakaba processes personal information subject to the CCPA,

2.1 dormakaba will only process personal information for the contracted business purposes for which Customer provides or permits personal information access, including under any “sale” exemption.

2.2 dormakaba will not retain, use, disclose, sell, share, or otherwise make personal information available for dormakaba’s own commercial purposes or in a way that does not comply with the CCPA. If a law requires dormakaba to disclose personal information for a purpose unrelated to the contracted business purposes, dormakaba must first inform the Customer of the legal requirement and give the Customer an opportunity to object or challenge the requirement, unless the law prohibits such notice.

2.3 dormakaba will not retain, use, or disclose the personal information outside of the direct business relationship between dormakaba and Customer.

2.4 dormakaba shall not combine personal information that it receives from, or on behalf of, Customer with personal information that dormakaba receives from or on behalf of another person or persons or collects from its own interaction with a consumer.

2.5 dormakaba will limit personal information processing to activities reasonably necessary and proportionate to achieve the contracted business purposes or another compatible business purpose.

2.6 dormakaba will promptly comply with any Customer request requiring dormakaba to provide, amend, transfer, or delete the personal information, or to stop, mitigate, or remedy any unauthorized processing.

2.7 If the CCPA permits, dormakaba may aggregate, de-identify, or anonymize personal information so it no longer meets the personal information definition, and may use such aggregated, deidentified, or anonymized data for its own research and development purposes.

3. ASSISTANCE WITH CUSTOMER'S CCPA OBLIGATIONS.

3.1 dormakaba will reasonably cooperate and assist Customer with meeting the Customer's CCPA compliance obligations and responding to CCPA-related inquiries, including responding to verifiable consumer requests, taking into account the nature of dormakaba's Processing and the information available to dormakaba.

3.2 dormakaba must notify Customer immediately if it receives any complaint, notice, or communication that directly or indirectly relates to either party's compliance with the CCPA. Specifically, dormakaba must notify the Customer within five (5) working days if it receives a verifiable consumer request under the CCPA.

3.3 If the contracted business purposes require the collection of personal information from consumers on the Customer's behalf, Customer must provide dormakaba with a CCPA-compliant notice addressing use and collection methods that the Customer specifically pre-approves in writing. dormakaba will not modify or alter the notice in any way without the Customer's prior written consent.

4. SUBCONTRACTING.

4.1 dormakaba may use subcontractors to provide the contracted business purposes. Any subcontractor used must qualify as a service provider under the CCPA and dormakaba cannot make any disclosures to the subcontractor that the CCPA would treat as a sale or sharing.

4.2 For each subcontractor used, upon Customer's request, dormakaba will give Customer an up-to-date list disclosing:

4.2.1 The subcontractor's name, address, and contact information.

4.2.2 The type of services provided by the subcontractor.

4.2.3 The personal information categories disclosed to the subcontractor in the preceding twelve (12) months.

4.3 dormakaba remains fully liable to the Customer for the subcontractor's performance of its agreement obligations. dormakaba will audit a subcontractor's compliance with its personal Information obligations in accordance with its policies on a periodic basis and provide the Customer with the audit results on request.

5. CCPA WARRANTIES.

Both parties will comply with all applicable requirements of the CCPA when processing personal information.