

The Board of Supervisors met on 1/21/25 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens and Linda Murken, with Heddens presiding. Latifah Faisal absent. (all audio of meetings available at storycountyia.gov; any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6th Street, Nevada, Iowa)

ADOPTION OF AGENDA: Heddens stated Consent Agenda item #2 is to be removed. Murken moved, Heddens seconded adopting the agenda with noted change. Motion carried unanimously (MCU) on a roll call vote.

MINUTES: 1/14/25 Minutes – Murken moved, Heddens seconded the approval of the 1/14/25 Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS:1) Promotion, effective 1/26/25, in a) Attorney's Office for Laurie Newman @\$22.50/hr. Murken moved, Heddens seconded the approval of Personnel Actions as listed. Roll call vote. (MCU)

Murken moved, Heddens seconded the approval of Consent Agenda as amended.

1. Master Services Agreement and Professional Services Terms and Conditions between Story County and DataVizion, LLC for Information Technology security management and support
3. Agreement between JK Seva, Inc. and Story County for UKG Telestaff Implementation for \$24,450.00
4. Agreement between UKG Kronos Systems LLC and Story County for UKG Telestaff Cloud Software for 60 Months for \$8.00 per employee per month
5. Utility Permits: #25-8041; #25-8043

Roll call vote. (MCU)

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: The Board members both reported on multiple items.

Murken moved, Heddens seconded to adjourn at 10:04 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Tentative Agenda
Administration Building,
900 6th St., Nevada, IA
1/21/25

1. SPECIAL NOTE TO THE PUBLIC: (3) - This Meeting Is Also Being Offered Via Zoom. While Joining Via Zoom, If You Have A Question And/Or Comment, You May Raise Your Hand To Speak During Public Forum Or Use The Chat Feature And The Chair Will Ask The Zoom Moderator To Review All Comments During Public Forum.

Members of the public can participate by using the information below:

To join the zoom meeting by computer, tablet, smartphone :

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. [HTTPS://US02WEB.ZOOM.US/J/84068041164?
PWD=F8FOEWLWOCBJMLT38A4FCLRFM0H6GN.1](https://us02web.zoom.us/j/84068041164?pwd=F8FOEWLWOCBJMLT38A4FCLRFM0H6GN.1)

Passcode: 751099

Or One tap mobile:

+13017158592,,84068041164# US (Washington DC)

+13052241968,,84068041164# US

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or
+1 646 931 3860 or +1 929 205 6099 or +1 360 209 5623 or +1 386 347 5053 or +1 507
473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000
or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 840 6804 1164

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. ADOPTION OF AGENDA:
5. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
6. AGENCY REPORTS:
7. CONSIDERATION OF MINUTES:
 - I. 1/14/25 Minutes

Department Submitting Auditor
8. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

- 1) Promotion, effective 1/26/25, in a) Attorney's Office for Laurie Newman
@\$22.50/hr

Department Submitting HR

9. CONSENT AGENDA:

(All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time the Board votes on the motion.)

I. Consideration Of Master Services Agreement And Professional Services Between Story County And DataVizion

Department Submitting Information Technology

Documents:

DATAVIZION SERVICE AGREEMENT.PDF

II. Consideration Of Contract Between Story County And EA Engineering, Science, And Technology, Inc. For Story County Climate Action Plan Effective 1/21/2025 For \$73,303.00 (ARPA Revenue Loss)

Department Submitting Board of Supervisors

Documents:

PROVIDER AGREEMENT STORY CO IA CAP EA SIGNATURE.PDF

III. Consideration Of Agreement Between JK SEVA And Story County For UKG Telestaff Implementation For \$24,450 (Budgeted)

Department Submitting Human Resources

Documents:

UKG TELESTAFF IMPLEMENTATION.PDF

IV. Consideration Of Agreement Between UKG Kronos Systems LLC And Story County For UKG Telestaff Cloud Software For 60 Months For \$8.00 PEPM

Department Submitting Human Resources

Documents:

COUNTY OF STORY TELESTAFF.PDF

V. Consideration Of Utility Permit #25-8041, #25-8043

Department Submitting Engineer

Documents:

UT 25 8041.PDF
UT 25 8043.PDF

10. PUBLIC HEARING ITEMS:

11. ADDITIONAL ITEMS:

12. DEPARTMENTAL REPORTS:

13. OTHER REPORTS:

14. UPCOMING AGENDA ITEMS:

15. PUBLIC COMMENT #2:

Comments from the Public on Items not on this Agenda. The Board may not take any Action on the Comments due to the Requirements of the Open Meetings Law, but May Do So In the Future.

16. LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:

17. ADJOURNMENT:

Story County strives to ensure that its programs and activities do not discriminate on the basis of race, color, national origin, sex, age or disability. Persons requiring assistance, auxiliary aids or services, or accommodation because of a disability may contact the county's ADA coordinator at (515) 382-7204.

Story County Board of Supervisors

Agenda

1/21/25

NAME

AGENCY

JOE WAKEMAN

SCIT

Sandra Kf

BOS

Crystal Davis

BOS



Statement of Work (SOW)

Exhibit: A

This Exhibit to the Master Service Agreement (“MSA”) hereinafter referred to as the Statement of Work (“SOW”) shall be incorporated in and governed by the terms of that certain MSA by and between Story County (“Client”) and JK Seva, Inc. (“JKS”) executed on _____ as amended (the “Agreement”). Unless expressly provided for in this SOW, in the event of a conflict between the provisions contained in the MSA and those contained in this SOW, the provisions contained in the MSA shall prevail.

Statement of Work Summary Information	
Project Description (short):	UKG TeleStaff Implementation
Client Contact:	TBD
JKS Contact:	Kirsten Bieranowski, Sr. Director UKG Practice

STATEMENT OF WORK DETAILS

The details for this SOW are fully defined below in Attachment 1 to this SOW.

OWNERSHIP OF DELIVERABLES

Deliverables and all other work products, such as scripts and workflows, developed by JKS or otherwise under this Agreement (the “Deliverables”): (i) uniquely for Client or based on Client’s specifications, and paid for by the Client under this Agreement or any other Scope of Work Authorization; (ii) that are reports, templates, or other materials containing Client data; and/or (iii) that are expressly stated in a Scope of Work Authorization shall be owned by Client. JKS hereby forever, irrevocably, and unconditionally assigns, transfers, and conveys to Client all rights, title, and interest in and to all Deliverables and all patent, copyright, trade secret and other intellectual property rights therein, world-wide. Upon its completion, or at the request of Client at any time, JKS shall deliver to Client all Deliverables including, without limitation, all source code and documentation thereof.

RETURN OF MATERIALS

Upon termination, expiration or cancellation of this Agreement for any reason whatsoever, and upon receipt of full payment of all fees due and payable pursuant to this SOW, JKS shall promptly deliver to Client all copies of all Deliverables developed or created by or on behalf of JKS as specified in the applicable SOWs, but not yet provided to Client, in whatever stage of completion, including without limitation any source code and programmer’s notes with regard to any Deliverables that are computer software. In addition, JKS shall return to Client all materials provided to JKS by Client hereunder, including (without limitation) all Client Confidential Information and any materials owned by Client, and copies thereof. Upon request in writing by Client, JKS shall provide Client with a certificate of compliance with this Section.



Statement of Work (SOW)

CHANGE CONTROL PROCEDURE

Change Control Procedure. **Client** or JKS may, at any time upon written notice to the other party, request increases or decreases in the scope of the SOW.

(1) **Client** Increases in Scope. If **Client** requests an increase in the scope of Services of the SOW, **Client** shall notify JKS in writing, and, not more than five (5) business days (or other mutually agreed upon period) after receiving the request, JKS shall provide **Client** with a written response that shall include a statement as to whether the change has an associated cost or schedule impact. If the change has an associated cost or schedule impact, the statement shall include the price increase or credit, and the specific impact on the schedule. If JKS's response is approved by **Client**, **Client** shall issue a change control form ("Change Control Form"), which will be approved, in writing, by **Client** and executed by JKS.

(2) JKS Increases Scope. JKS may request additions to the scope by providing the **Client** with a written request that shall include a statement as to whether the change has an associated cost or schedule impact. If the change has an associated cost or schedule impact, the statement shall include the price increase and the specific impact on the schedule. If JKS's request is approved by **Client**, **Client** shall issue a Change Control Form, which will be approved, in writing, by **Client** and executed by JKS.

(3) Decreases in Scope. **The Client** shall have the right, in its sole discretion, and for any reason whatsoever, to decrease the scope of the Services. In such a case, the fee for the SOW will be reduced by an amount consistent with the decrease in scope. JKS requires a 10-day notice of any decrease in the scope where consultant time has been confirmed.

ACCEPTANCE PROCEDURE

JK Seva grants to **Client** a ten (10) day acceptance period ("Acceptance Period") commencing on the date completed Services are delivered to **Client**. **The Client** shall have the right to reject the Services, in whole or in part, during the applicable Acceptance Period for JKS's failure to successfully meet the specifications as contained herein, with such determination to be made in the **Client's** reasonable judgment. At the end of the applicable Acceptance Period, if **Client** has not rejected the Services, the Services shall be deemed to be accepted by **Client**; provided, however, that **Client's** acceptance of the Services shall not be deemed a waiver of any of **Client's** warranty rights as expressly provided herein. In the event **Client** rejects the Services within the initial Acceptance Period, JKS shall, upon receipt of written notice from **Client**, be given an additional ten (10) day period to cure any deficiency identified by **Client**. In the event JKS is unable to cure said deficiency within this additional ten (10) day period, **Client** may, in its sole discretion: (a) at no additional cost to the **Client**, require JKS to immediately provide additional staff, as required, so as to not impact **Client's** project completion dates, to perform further work on the Services not accepted or to provide proof that changes are not necessary; or, (b) terminate this SOW in part with respect to Services not accepted, in which event any and all fees paid by **Client** to JKS in connection with the Services shall be refunded to **Client** in full and **Client** shall have no further obligations to JKS with respect to such Services; provided, however, that the foregoing shall not be deemed to limit **Client's** other rights to terminate this Agreement as provided herein, any other rights **Client** may have at law or in equity, or JKS's warranties as expressly provided herein.



Statement of Work (SOW)

Both Client and JKS will use best efforts to resolve promptly and in good faith, all disputes that may arise during the administration of the SOW. An escalation procedure will be established between JKS and Client to identify critical unresolved issues and ensure that higher levels of management are informed so that necessary action is taken to resolve the issue.

This quote, including all terms, conditions, and pricing, is valid for a period of ninety (90) days from the date of issuance. After this period, this quote shall automatically expire and be rendered null and void unless a formal agreement has been executed by both parties.

ISSUE RESOLUTION AND ESCALATIONS PROCEDURE

The JKS Project Manager Office (PMO) will hold the primary responsibility to resolve any issues regarding engagement delivery and execution under this SOW.

Escalation paths will be defined at the commencement of the engagement. Similarly, key Client contacts will be defined for issue resolution and escalation at the commencement of the engagement.

The escalation process and timelines are fully defined below in Attachment 2 to this SOW.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

ACCEPTED BY: JK Seva, Inc. _____

ACCEPTED BY: _____

DocuSigned by:
CHRIS SCHNEIDER
863D68A5C3244F5...

Authorized Signature

Authorized Signature

CHRIS SCHNEIDER

Lisa K. Heddens

Name

Name

C.F.O.

Chair

Title

Title

1/19/2025

1-21-25

Date

Date



Attachment 1

PROJECT DESCRIPTION:	UKG TeleStaff Implementation
Phase 1: TS Core; Integrations	\$25,450
START DATE:	TBD
ESTIMATED END DATE:	TBD
CLIENT PROJECT MANAGER:	TBD
JKS PROJECT MANAGER:	TBD

SCOPE OF SERVICES

Phase 1: Story County Patrol & Jail TeleStaff

- **Security Management**
 - Multiple staffing authorities/roles
 - Multiple login policies
- **Organization Management**
 - Two (2) Business Units/Scheduling Groups
 - Overtime Hiring practices vary for staff in the business unit(s)
 - Time Off Requests practices vary for staff in the business unit(s)
 - Examples: Patrol & Jail
 - If exists, all employees are covered under the same union contract/MOUs
 - Define skills, specialty and/or certification at position, unit or area



Statement of Work (SOW)

- Event Type and Extra Units for Special Deploy (*1 Event type*)
 - Deploy extra unit to the roster
 - Configure one Event Type and provide training so customers can create other Event Types
- **Shift Management**
 - One shift bid for both Patrol & Jail (2 Total)
- **Roster Management**
 - Include multiple roster views
 - Roster Headcounts
 - Minimums Staffing (Leave Thresholds/Roster Counts/Alarms)
- **Code Management**
 - Signup Process (if applicable)
 - The ability for user to make themselves available or not available for work
 - The ability for users to sign up for special event opportunities
 - Validate Dynamic/Static issues
 - Accrual Code Management
 - Initial accrual code(s) balance(s) - manual or import
 - Customer responsible for ongoing accrual code updates
 - Import required to be in UKG format
 - Time Off Request – Various non-working codes (Vacation, Comp, Sick, etc.)
 - Ensure compliance with union rules, common business practices, etc.
 - Validate Dynamic/Static issues
 - With or without approvals - Workflows
 - Shift trades
 - One Way & Two Way
 - Ensure compliance with union rules, common business practice, etc.
 - Validate Dynamic/Static issues
 - With or without approval by code - Workflows
- **Overtime/Special Event Hiring (Fill by Rule)**
 - Multiple hiring/staffing list selections (*up to 2 Hiring Strategies per staffing group*)
 - Linked Hiring/Staffing Lists with sorting criteria for each list (*up to 3 Hiring Lists per staffing group*)
 - Fatigue Rule
- **Dynamic/Static Issues**
 - To support Work Code management and Roster management (roster moves)
- **Workflow notifications**
 - To support Work Code management
- **Report Management**
 - Standard reports
- **Export Management**
 - Standard payroll export configuration variable length flat file
 - Roster Type report export for downstream RMS and CAD systems



Statement of Work (SOW)

- **SSO Configuration or Multi-Factor Authentication (decision point)**
- **Outbound Functionality**
 - SMS - Twilio Account Required
 - Email
- One production cutover upon successful user acceptance testing
- One-time data import of customer-supplied person data in UKG standard format
- JKS will provide one, remote Education session

Add-On Service: Integration: UKG Ready



Statement of Work (SOW)

METHODOLOGY AND APPROACH - Standard

- **Remote Services:** All services will be provided remotely
- **Project Management:**
 - Creation and maintenance of project plans per Instance and Phase, issues and risks management, and necessary status calls (no more than 1x/week) and reports.
 - Jointly run project: JKS Project Manager will work with the Client Project Manager.
 - Transition to UKG Global Support after the first deployment Go-Live.
- **Project Approach:**
 - Initial Discovery Session with Client per Instance with all necessary personnel including Project Sponsor.
 - JKS plans to create one solution design for your organization per Instance from the Discovery Sessions, Client review, JKS make necessary configuration changes (within scope), Client review, and Client sign-off.
 - JKS performs the “Run Data Validation” test, Client team will conduct one testing cycle per Instance to accept the solution (JKS will provide support for up to two weeks of testing “UAT”). Client and JKS sign-off on UAT.
 - Re-configuration: if necessary, JKS will complete. Client tests changes.
 - Go/No-Go Decision (Meeting with JKS and Client)
 - JKS (and Client) send authorization for “Cutover” to UKG.
 - UKG prepares and promotes each Instance to Production (JKS supports).
 - JKS will support one production cutover
 - JKS will support up to two payroll cycles per Instance
- **Architecture:** Two environments (1 Production, 1 Non-Production) per Instance.
- **Education Strategy:**
 - JKS will provide two, remote Education sessions.
 - Client conducts online education by UKG through University (required), with additional information and toolsets to educate end-users.
 - JKS recommends Client evaluate creating a customized education program (can be guided by JKS but not included).
 - UKG education curriculums can be reviewed on the UKG Community website.
- **Project Timeline:**
 - JKS Fixed Fee Package implementations are designed to deliver value quickly to your organization. Project timelines usually span up to 6 months.
 - Implementation support for this period is included in the package with an estimated duration of 16-20 weeks.
 - Extended project timelines and scope beyond this must be supported with additional services agreed upon via Change Order.
- **Change Orders (CO):**
 - Once Discovery is complete and signed off, no more changes will be permitted unless a CO is initiated and time permits.

Note: the timeline is aggressive and depends upon receipt of the UKG environment, the availability of the Client for timely decision-making, allocated Client resources, providing data timely and accurately, adequate and timely testing and testing practices, timely responses, and Client leadership oversight.

GENERAL PROJECT ASSUMPTION



Statement of Work (SOW)

The following general assumptions have been made in the development of JK Seva's SOW and associated fee estimates. All estimates and expenses set forth in this SOW are, therefore, contingent upon the accuracy of these assumptions, and are subject to change should any assumption turn out to be incorrect. The following assumptions should be carefully reviewed by the Client to verify accuracy:

- Client provides appropriate assistance, adequate resources allocated, and project sponsor during the project period.
- Tasks that are not included in the pricing are assumed to be performed by the Client or not needed.
- This SOW does not include or override any existing contracts currently in place between JK Seva and Client .
- JK Seva's SOW does not include customizations, modifications, or extensive configuration changes of the UKG software; it is assumed the functionality provided by UKG's software purchased is sufficient.
- If there are data discrepancies, the Client will provide the required resources for data cleansing. Client will ensure prompt attention to this matter to not impede the project scope and timeline.
- JK Seva will be assisting with application testing and data validation, but the ultimate responsibility is Client.
- Client and JK Seva will work together to expedite any escalation and/or decisions to be made by management and/or executive management.
- Client will provide access to all applicable project tools.
- Client will make JK Seva aware of any blackout dates, holidays and resource absences within the first 10 days of the project which may affect JK Seva's ability to meet the timelines in the project plan.
- Client has access to University and UKG Community.
- UKG product licensing/SaaS agreement and support will be maintained by the Client.
- Methodology: 1 Prod/1 Non-Prod environment; 1 discovery, solution design created, 1 testing cycle, and 1 production cutover.
 - Testing to be completed one month before go live.
- Client will provide a Project Manager.
- Client will purchase and maintain their licensing, Twilio, for any SMS messaging to use as a contact method for scheduling (if SMS messaging is required).
- Communication between Client IT (and/or third party), JKS, and UKG Technical Consultants is a potential risk for completion on a timely schedule.
- Client to provide accurate data for imports: Data, Accruals, etc. If not, it could affect the timeline and/or additional Change Orders may be necessary.
- Client's Integration Tasks: Payroll (UKG Ready) is the only integration or Export task.
- Client has One Scheduling Group per Division.



Statement of Work (SOW)

PRICING

The following is the Fixed Price and the Client will be invoiced as estimated and presented.

CONSULTING ROLE	Qty	TOTAL
JKS Implementation Package: Core	1	\$17,500
Additional Business Unit	1	\$2500
Shift Bidding	1	\$1000
Go Live Preparation & Promotion Support	1	\$2750
Add-on Service: UKG Ready Integration	1	\$3500
Total Estimated Project Costs	Discount	\$25,450



Statement of Work (SOW)

Payment/Payment Terms:

- JKS will submit invoices to the Client as follows:
 - 50%: Upon signature of MSA and SOW.
 - 25%: TBD (Numeric Date): Configuration Sign-off.
 - 25%: TBD (Numeric Date): Go-Live
- Client agrees to immediately bring to JKS's attention any discrepancy in the invoice upon receipt
- Payments for services performed and expenses incurred will be "Due Upon Receipt". Client agrees to pay invoices within fifteen (15) days of invoice date and understands that failure to timely pay such invoices will result in the cessation of all work hereunder, as well as a 2% late payment, in addition to the maximum rate of interest allowed by law on such invoices.
- Please provide details below regarding where invoices and information would be submitted, and any other relevant information.

Accounts payable information	Contact Name	Contact Email	Contact Phone
AP contact			
AP approver			

Any other information

Please complete the above portion for AP contacts.



Attachment 2

For issue resolution please follow the process below to resolve any issues:

1. Please contact Kirsten Bieranowski, Sr. Director UKG Practice
Email: kbieranowski@jkseva.com
2. Please contact Bill Mitchell, President
Email: bmitchell@jkseva.com
Phone: (925) 682-4800 x470
3. Please contact Chris Schneider, CFO
Email: cschneider@jkseva.com
Phone: (925) 682-4800 x475



ORDER FORM

Order Type: Quote

Date: 14 Jan, 2025

Quote#: Q-302179

Expires: 31 Jan, 2025

Sales Executive: Sydney Schultz

Effective Date: Effective as of the date of last signature of this Order

Customer Legal Name:
County of Story

Ship To: County of Story
900 6TH ST
NEVADA, IA 50201-2093 USA

Customer Legal Address:
900 6TH ST, NEVADA, IA 50201-2093 USA

Bill To: County of Story
900 6TH ST
NEVADA, IA 50201-2093 USA

Bill To Contact:

Ship To Contact: Alissa Wignall

Ship to Phone: 515-382-7242
Ship to Mobile:
Contact: Alissa Wignall
Email: awignall@storycountyiowa.gov

Currency: USD
Customer PO Number:
Solution ID: 6202652
Initial Term: 60 months
Uplift Percent: 4 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Start Date: Upon Signature of Order Form

Data Center Location: USA

Subscription Services
Billing Frequency: Annual in Advance

Subscription Services	Quantity	PEPM	Monthly Price
UKG TELESTAFF CLOUD	100	USD 8.00	USD 800.00
Total Price			USD 800.00

Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 800.00

Order Notes:

The fees for the Subscription Services are invoiced 60 days prior to the Billing Start Date.

UKG and Customer acknowledge that the professional services required to implement the Software listed herein will be provided by JK Seva. If Customer requires professional services from UKG, they will be provided on a time and materials basis at UKG's then current standard rates.

After the initial Term, the Subscription Fee shall increase per annum by the Uplift amount set forth above.

GENERAL TERMS:

This Order is subject to and governed by the terms and conditions of UKG's Master Services Agreement ("Agreement") located at: www.ukg.com/msa

UKG will provide the Services in accordance with the Services Descriptions and Statements of Work ("SOW") located at the following link, except if an SOW is attached to this Order, then the attached SOW shall control over the link SOW: www.ukg.com/services-descriptions

All Customer Data (as defined in the Agreement) will be secured and protected as set forth in the Technical and Organizational Measures of UKG's Data Processing Addendum. Any personal data provided to UKG through the Subscription Services will be processed in accordance with UKG's Data Processing Addendum located at: www.ukg.com/ukg-unified-dpa

1. Notwithstanding Section 7.1 of the Agreement, UKG agrees to notify Customer no later than ninety (90) days in advance of the renewal term.

2. Section 9.1 Monetary Cap of the Agreement shall hereby be replaced with the following:

a. 9.1 Monetary Cap. EXCEPT WITH RESPECT TO (I) UKG'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, AND (II) UKG'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, DURING ANY TWELVE (12) MONTH CONTRACT TERM (BEGINNING ON THE EFFECTIVE DATE OF THE APPLICABLE ORDER), UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SERVICE SHALL IN NO EVENT EXCEED ONE AND A HALF TIMES (1.5X) THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO UKG DURING SUCH TWELVE (12) MONTH CONTRACT TERM FOR THE SERVICE GIVING RISE TO SUCH CLAIM(S).

3. Notwithstanding Section 10.1 of the Agreement, the Parties agree that the Agreement is governed by the laws of Iowa and the Parties agree to submit to exclusive venue in Story County, Iowa or the United States District Court for the Southern District of Iowa, if



applicable. The remainder of 10.1 remains unchanged.

4. Notwithstanding Section 10.8 of the Agreement, the second sentence of the Section is omitted.

Upon Billing Start of Telestaff products on this Order Form, UKG will cease billing for Advanced Scheduler and customers rights and obligations associated with that product will end.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

County of Story	UKG Kronos Systems LLC
Signature:	Signature:
	<small>Signed by:</small>  <small>75208C440B4E418...</small>
Name:	Name:
<u>Lisa K Heckler</u>	<u>Fangwen Wang</u>
Title:	Title:
<u>Chair</u>	<u>Order Processing Analyst</u>
Date:	Date:
<u>1-21-25</u>	<u>1/16/2025 8:24 AM PST</u>
<p>The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to TaxExemption@ukg.com along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's invoice.</p>	

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

<https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions>

**MASTER SERVICES AGREEMENT-PROFESSIONAL SERVICES
TERMS AND CONDITIONS**

THE TERMS AND CONDITIONS OF PRODUCT SALES AND SERVICE PROJECTS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CLIENT") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING DATAVIZION ON AN INVOICE, STATEMENT OF WORK (SOW) OR OTHER DATAVIZION DOCUMENTATION TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CLIENT AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CLIENT AND DATAVIZION HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN IF THERE IS ANY CONFLICT BETWEEN THESE TERMS AND CONDITIONS AND THE SEPARATE AGREEMENT.

Important Information About These Terms and Conditions

These Terms and Conditions constitute a binding contract between CLIENT ("Client") and DATAVIZION, LLC ("DATAVIZION") and are referred to herein as either "Terms and Conditions" or this "Agreement". Client accepts these Terms and Conditions by executing this Agreement, making a purchase from DATAVIZION, placing an order with DATAVIZION, requesting products from DATAVIZION (the "Products") or engaging DATAVIZION to perform or procure any Services (as defined herein). These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions delivered at the time Client places an order or signs a Statement of Work will govern the order in question, unless otherwise agreed in writing by DATAVIZION and Client.

Client consents to receiving electronic records, which may be provided via a Web browser or email application connected to the Internet. Client may withdraw consent to receiving electronic records or have the record provided in nonelectronic form by contacting DATAVIZION. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order or invoice, or any document in electronic or written form that is signed and delivered by each of the parties for the performance of Services other than Third Party Services.

This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

1. Definitions.

1.1. Affiliate. Means an entity controlling, controlled by or under common control with a party. For the purposes of the foregoing definition, "control" means: (a) possession, directly or indirectly, of more than fifty percent (50%) of the voting stock or interest of an entity; or (b) otherwise having the power to direct the management and policies, directly or indirectly, of the entity.

1.2 Applicable Laws. Means collectively, all federal, state or other governmental statutes, codes, ordinances, laws, regulations, rules, guidance, written directives, orders and decrees applicable to the Services.

1.3 Confidential Information. All nonpublic information revealed by or through the disclosing party to the recipient, including: (a) information marked or disclosed as confidential; (b) any Client information furnished or disclosed, in whatever form or medium; (c) information traditionally recognized as proprietary trade secrets; (iii) all forms and types of financial, business, and economic information (including, without limitation, contract terms, financial information, ideas, discoveries, inventions, developments, records, product designs, source codes, product planning, material samples, business records and plans, technical and marketing data, trade information, customer lists and data, supplier information and marketing plans) in whatever form or medium; (iv) any information disclosed orally regarding the parties' business relationship; and (v) PHI, as applicable.

1.4 Protected Health Information ("PHI"). Shall have the meaning set forth in that certain Business Associate Agreement that may be mutually agreed upon by Client and DATAVIZION as applicable to the situation which shall be incorporated herein by reference.

1.5 Services. Means such information technology related services necessary to the operations of Client that DATAVIZION may provide to Client under a mutually agreed upon agreement and/or Statement of Work attached to this Agreement.

2. Term and Termination of Agreement

2.1 This Agreement is effective upon acceptance of delivery of products or by engaging DATAVIZION on an invoice, Statement of Work or other DATAVIZION documentation to provide product or perform or procure any Services. This Agreement shall remain in force for the duration of the time that DATAVIZION is providing products or Services outlined in the signed proposal and/or SOW to Client unless either party gives the other prior written notice of its intent to terminate this Agreement as set forth herein.

2.2 This Agreement may be terminated by Client as follows:

(a) With or without cause, by providing DATAVIZION with ninety (90) days advance written notice of such termination and paying all outstanding invoices associated with services or products provided by Datavizion or agreed upon 3rd party vendor defined by the SOW.

(b) Immediately upon written notice, if DATAVIZION ceases to do business, is adjudged bankrupt or is placed in the hands of a receiver or makes an assignment for the benefit of creditors.

2.3 This Agreement may be terminated by DATAVIZION as follows:

(a) For cause, if Client breaches a material provision of this Agreement and Client fails to cure such breach within thirty (30) days of written notice demanding such cure, or if such cure cannot be completed within such thirty (30) day period, Client shall receive up to an additional thirty (30) days to complete the cure provided that Client has commenced and is diligently pursuing the cure within the original thirty (30) day period; unless the breach is due to Client's nonpayment of any sums that may be due to DATAVIZION, in which case, Client shall cure such breach within thirty (30) days of written notice, without extension; or

(b) Immediately, upon written notice, if Client ceases to do business, is adjudged bankrupt, is excluded from a federally funded health care program or is placed in the hands of a receiver or makes an assignment for the benefit of creditors.

2.4 THE TERM OF THIS AGREEMENT IS ONLY ASSOCIATED WITH THE STATEMENT OF WORK OUTLINED AND PROVIDED BY DATAVIZION. THE PROVISIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT, EXCEPT DATAVIZION MAY MODIFY THE TERMS OF THE AGREEMENT BY PROVIDING WRITTEN NOTICE OF SUCH MODIFICATION TO CLIENT NO LATER THAN THIRTY (30) DAYS PRIOR TO EXPIRATION OF THE THEN CURRENT TERM OUTLINED IN THE STATEMENT OF WORK. For purposes of this Agreement, written notice delivered via email shall constitute written notice.

2.5 Services Transfer Assistance. IF APPLICABLE BASED ON THE STATEMENT OF WORK, It is the intent of the parties that at the expiration or termination of this Agreement or a party's election to terminate the provision of Services as set forth herein, DATAVIZION will reasonably cooperate with Client to assist with the orderly transfer of the Services, functions, and operations provided by DATAVIZION hereunder to another system provider or services provider or Client itself ("Services Transfer Assistance"). Prior to expiration or termination of the Agreement, Client may request DATAVIZION to perform and, if so requested, DATAVIZION may perform Services Transfer Assistance. If DATAVIZION agrees to provide such Service Transfer Assistance, it shall be provided until the effective date of expiration or termination with respect to the Services and for up to one (1) additional month after the effective date of expiration or termination. If the Services Transfer Assistance requires DATAVIZION to incur expenses in addition to the expenses that DATAVIZION would otherwise incur in performance of this Agreement, then: (a) DATAVIZION shall notify Client of any additional expenses associated with the performance of any additional services pursuant to this Section prior to performing such services; (b) upon Client's authorization, DATAVIZION shall perform the additional services and invoice Client for such services; and (c) Client shall pay DATAVIZION for such additional expenses within thirty (30) days of the receipt of the invoice.

2.6 Actions Upon Termination. Except for Service Transfer Assistance, upon termination of this Agreement, DATAVIZION shall immediately cease to have access to and use of Client's network, hardware, and software ("System").

2.7 Return or Destruction of Confidential Information. Upon expiration or termination of this Agreement, the party receiving Confidential Information will cease its use and upon request, within thirty (30) days, use commercially reasonable efforts to either (at the option of receiving party) return or destroy (and certify in a timely manner as to such destruction) all Confidential Information of the other party, including any copies thereof. Notwithstanding the foregoing, each party receiving Confidential

Information will be entitled to retain copies of Confidential Information to the extent required by law or regulation; provided, that for so long as a party retains any Confidential Information, it shall employ reasonable security measures and shall exercise reasonable care in protecting the confidentiality of such information as it does in protecting its own information similarly recorded or saved and will continue to be bound by the obligations under this Agreement in regards to all such Confidential Information. The parties' obligations under this Section regarding Confidential Information shall survive the expiration or termination of this Agreement.

3. Statements of Service; Fees and Payments; Taxes

3.1 Invoices. Statements of Services shall describe in detail the Services to be performed by DATAVIZION, and this Agreement hereby incorporates all attached and subsequent Statements of Service that refer specifically to this Agreement by name and date of execution or defined within the statement of work. Statements of Service are invoiced and delivered via email at the end of each completed milestone outlined within the statement of work until completion of services.

3.2 Payment Terms. Payment for invoiced services is due within thirty (30) days of the invoice date, regardless of the date of receipt. Twenty-five percent (25%) of any product order is required in advance for orders over \$25,000.00 unless other arrangements have been made, in which case, thirty (30) day terms and applicable late fees will apply for the balance thereof that is due. Product invoices are excluded from any early-payment discounts. Project Labor: Payment of at least ten percent (10%) of project labor is required before a project can begin unless otherwise stated in the project quote. Payment for any software is not required at the time of order unless it is a pass-through cost from DATAVIZION's vendor whereby the amount charged to DATAVIZION will pass through to Client.

3.3 Availability of Service. DATAVIZION agrees that the Services will be operable and available to perform the functions set forth in the statement of work and agreed upon with client. DATAVIZION shall provide Client with five (5) days' notice prior to any scheduled downtime which is agreed upon in advance by client and represents that any interruption of Services for scheduled downtime shall not exceed the time necessary to complete such professional install services. In the event of an unplanned interruption, reduction in the quality, or the failure of a configuration item of the Services, DATAVIZION shall use its best efforts to restore Services in a timely manner.

3.4 Taxes. Any applicable federal, state or local taxes shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay all such taxes unless a valid exemption state certificate is furnished to DATAVIZION.

3.5 Payment Methods. DATAVIZION accepts payments made by Check, Visa, MasterCard and ACH. Once ACH authorization forms have been received, payment can be scheduled within two (2) days.

3.6 Fees. A \$35.00 fee will be assessed on any checks not honored by our bank. A \$20.00 late fee will be assessed against invoices seven (7) days overdue, and finance charges (at 16% APR) will be imposed on balances thirty (30) days past due and each month thereafter until the past due balance is paid in full. A technology fee of three percent (3%) of the total invoiced amount is assessed if payments are made by use of a credit card. No technology fee is assessed for ACH or debit card transactions. After an invoice has gone over thirty (30) days past due and no payment arrangements have been made, the account is

subject to be placed on a credit hold, where DATAVIZION reserves the right to stop services until the account is brought current or other arrangements are made.

3.7 Credits. Credit memos will be communicated via email. Credits may be applied using one of the following methods: (a) Reduction of subsequent invoice payments until the full credit balance has been used; or (b) Request for full reimbursement by check.

5. Nondisclosure

5.1 Use of Confidential Information. DATAVIZION and Client shall only use Confidential Information for the purpose of performing services under this Agreement, and shall make no use of the Confidential Information, in whole or in part, for any other purpose. Both parties agree to refrain from disclosing the Confidential Information to third parties, unless one of the parties has given its prior written authorization to the other. The parties further agree to keep the confidential and safeguard such Confidential Information against unauthorized disclosure to others with at least the same degree of care as it exercises with its own information of a similar nature, but in no event less than reasonable care. However, if the parties are required by law, subpoena or other court order to disclose any of the Confidential Information, the party shall provide immediate notice of such request to the other party. If, in the absence of a protective order or the receipt of a waiver under this Agreement, the parties are legally required to disclose any Confidential Information, then the parties may disclose such information without liability under this Agreement. In the event that Client provides written consent to DATAVIZION permitting disclosure of Client's Confidential Information to DATAVIZION subcontractors performing services in connection with this Agreement, DATAVIZION represents and warrants that (a) the extent of such disclosure is reasonably necessary for such subcontractor to perform such services, and (b) such subcontractors comply with confidentiality, security, and privacy obligations no less protective of Client's Confidential Information than set forth in this Agreement and required by Applicable Law.

5.2 Remedies for Breach of Confidentiality. The Confidential Information protected by this Agreement is of a distinctive character, such that money damages, although available, would not be sufficient to award or compensate for any unauthorized use or disclosure of the Confidential Information. The parties agree that injunctive and other equitable relief would be appropriate to prevent any such actual or threatened unauthorized use or disclosure.

6. Ownership of Work Product

6.1 General. All intellectual property rights associated with any ideas, concepts, techniques, processes or other work product created by DATAVIZION during the course of performing the services shall belong exclusively to DATAVIZION, and Client shall have no right or interest there in.

6.2 Managed Services Tools. Notwithstanding anything to the contrary in this Agreement, DATAVIZION will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in providing the managed services which are based on trade secrets or proprietary information of DATAVIZION or are otherwise owned or licensed by DATAVIZION. Licenses will not be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require DATAVIZION or Client to violate the proprietary rights of any third party in any software or otherwise.

7. Data Security

7.1 Security. DATAVIZION's policies, business practices and methodologies are, to the extent required, or foreseeably required, in compliance with any and all relevant portions of Applicable Laws. Upon request, DATAVIZION will also comply with any additional procedures and processes respecting Client's Confidential Information that the Client believes to be reasonably necessary for the Client to comply with any of the Applicable Laws.

7.2 Information Security; Access Rights. DATAVIZION shall maintain reasonable and appropriate security policies, procedures, and systems to protect Confidential Information that DATAVIZION manages, processes, stores, or transmits (the "Security Program"). As a part of its Security Program, DATAVIZION shall provide for the following access controls: (a) access rights and privileges to information resources containing Confidential Information shall be granted only on a need-to-know basis and consistent with the level of access required, and (b) immediately terminate access rights and privileges of DATAVIZION personnel when such personnel no longer provide services to Client, or otherwise do not require access rights and privileges.

7.6 Cooperation. DATAVIZION agrees to, within thirty (30) days of Client's written request, make available all records, books, agreements, policies and procedures relating to Client's Confidential Information for the purpose of allowing Client or its agents or auditors to determine DATAVIZION's compliance with this Agreement. DATAVIZION further agrees to use its best efforts in any examination which may be requested by any governmental authority with audit and examination over Client, and provide any information that may be reasonably requested by any governmental authority in connection with their examination or review of Client.

8. Indemnity

8.1 Each party agrees to indemnify, defend and hold harmless the other party and its Affiliates, and their respective directors, officers, employees, agents, successors and assigns (collectively, the "Other Party Indemnitees") from and against all liabilities, losses, damages and costs, including reasonable attorneys' fees, (collectively, "Losses") they may suffer as the result of any third party claims, demands, actions, suits or judgments against them resulting from or arising out of: (a) the negligence, recklessness or willful misconduct on the part of the indemnifying party; (b) the failure by the indemnifying party to comply with applicable laws in connection with the exercise of any of its rights or the performance of any of its obligations hereunder; or (c) any breach of this Agreement by the indemnifying party. The foregoing indemnification obligation shall not apply to Losses to the extent resulting from or arising out of: (i) the negligence, recklessness or willful misconduct on the part of any of the Other Party Indemnitees; (ii) the failure by the other party to comply with applicable laws; or (iii) any breach of this Agreement by the other party.

8.2 Notwithstanding the foregoing, acknowledges that by entering into and performing its obligations under this Agreement, DATAVIZION will not assume and shall not be exposed to the business and operational risks associated with Client's business, and Client therefore further agrees to indemnify, defend and hold DATAVIZION harmless from any and all Losses arising out of or related to the conduct of Client's business except as a result of DATAVIZION's failure of its obligations hereunder.

8.3 Procedures. The indemnities in this Section 8 are contingent upon: (a) the indemnified party promptly notifying the indemnifying party in writing of any claim which may give rise to a claim for indemnification (provided, however, that failure to provide such prompt notice to the indemnifying party shall not affect indemnification obligations thereunder in the absence of actual prejudice to the indemnifying party); (b) the indemnified party shall permit the indemnifying party to assume and control the defense of any action upon the indemnifying party's written acknowledgment of the obligation to indemnify (unless, in the opinion of counsel of the indemnified party, such assumption would result in a material conflict of interest); and (c) the indemnifying party shall not enter into any settlement or compromise of any claim without the indemnified party's prior written consent, which shall not be unreasonably withheld. In addition, the indemnified party may, at its own expense, participate in its defense of any claim. If the indemnifying party assumes the defense of any such claim, the indemnifying party is not liable for attorney's fees and costs incurred by the indemnified party.

9. Certain Warranties; Equipment at Client's Location

9.1 DATAVIZION does not manufacture hardware or commercial off-the-shelf (COTS) software covered under this Agreement. Any warranty provisions are passed through from the manufacturer and are subject to the manufacturer's limitations. Any labor supplied by DATAVIZION is not covered under the terms of the manufacturer's warranty.

9.2 If Applicable, DATAVIZION may provide equipment owned by DATAVIZION and housed at Client's premises. Such equipment may include, but is not limited to routers, desktops, servers, software, and remote backup devices. Such equipment shall be treated with the same care and security as similar equipment owned by Client. Client shall be held liable for any damage or loss not covered by the manufacturer's warranty. If such loss or damage occurs, Client will be invoiced the current replacement cost of the equipment plus shipping and handling and related installation charges.

10. Disclaimer of Warranties; Limitation of Damages

10.1 DATAVIZION AND ITS AFFILIATES SPECIFICALLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE.

10.2 EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS IN SECTION 8, DATAVIZION AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST DATA, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION ARISING FROM OR RELATING TO THIS AGREEMENT OR ARISING FROM OR RELATING TO THE USE OF THE SOFTWARE WHICH HAS BEEN MODIFIED BY ANYONE OTHER THAN DATAVIZION, LOSS OF PROGRAMS, AND THE LIKE, THAT RESULT FROM THE USE OR INABILITY TO USE THE SERVICES OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR DIRECTORIES, LOSS OF DATA, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR OTHER TORTS), TO THE EXTENT ALLOWED BY LAW, EVEN IF DATAVIZION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 CLIENT AGREES THAT THE TOTAL LIABILITY OF DATAVIZION AND ITS AFFILIATES HEREUNDER AND THE SOLE REMEDY OF CLIENT AND ANY END USER FOR ANY CLAIMS REGARDING DATAVIZION SERVICES IS LIMITED TO THE AMOUNT OF FEES PAID BY CLIENT TO DATAVIZION UNDER THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTHS PRECEDING THE CLAIM.

10.4 Except as expressly provided in the Agreement, Client acknowledges that (a) DATAVIZION is in no manner responsible for any action or inaction of any third party not engaged by it or under its control; (b) DATAVIZION has not represented that the services shall be uninterrupted, error-free, or without delay; and (c) DATAVIZION does not and cannot control the flow of data through the Internet, and such flow depends in large part on the performance of third parties whose actions or inactions can, at times, produce situations in which connections to the Internet (or portions thereof) may be impaired or disrupted. ACCORDINGLY, CLIENT ACKNOWLEDGES THAT DATAVIZION DISCLAIMS ALL LIABILITY RELATED TO EVENTS OUTSIDE OF ITS CONTROL AND/OR IN THE CONTROL OF THIRD PARTIES, AND CLIENT SHALL HAVE NO RIGHT TO RELY UPON ANY REPRESENTATION OR WARRANTY OF ANY THIRD PARTY IN RESPECT TO THE SERVICES. Further, Client acknowledges that, in providing the services, DATAVIZION shall necessarily rely upon information, instructions, and services from Client, its administrator, employees and agents, and other third parties providing computer and communications hardware, software, and Internet services. Except as expressly provided in the Agreement, Client fully assumes the risk associated with errors in such information, instructions, and services.

11. Non-Solicitation of Employees.

Client acknowledges that DATAVIZION has a substantial investment in its employees that provide services to Client under this Agreement and that such employees are subject to DATAVIZION's control and supervision. In consideration of this investment, Client agrees not to solicit, hire, employ, retain, or contract with any employee of DATAVIZION, without first receiving DATAVIZION's written consent. If any employee involved with the delivering of these services terminates his or her employment with DATAVIZION, and is employed by Client (or any affiliate or subsidiary of Client) in any capacity either during the term of this agreement or within a 12 month period thereafter completion of services, Client shall immediately pay DATAVIZION an amount equal to 100% of the annual salary or wage paid by DATAVIZION to such employee immediately prior to the termination of the employee's employment with DATAVIZION. The parties acknowledge and agree that this amount is intended by the parties to be a reasonable calculation of the projected costs DATAVIZION would incur to identify, recruit, hire and train suitable replacement personnel and is not an unenforceable penalty.

12. General Provisions

12.1 Reasonable Access. Client acknowledges that in the performance of the Services hereunder by DATAVIZION that DATAVIZION may be required to be physically present at Client's facilities to perform such Services and/or remedy a certain situation for Client. In this event, Client agrees to act in good

faith and provide DATAVIZION with reasonable access to its facilities so as to not to interfere with DATAVIZION's Services and shall cause its employees, agents and subcontractors to provide the same level of non-interference to DATAVIZION so the Services can be promptly completed by DATAVIZION.

12.2 Equipment & Facilities. Client agrees that DATAVIZION may utilize certain items of Client's equipment and may gain access to Client facilities. Client retains title and ownership in all of Client's equipment owned by Client and utilized by DATAVIZION. If facility access to DATAVIZION is restricted by Client, Client understands that DATAVIZION may be unable to perform their duties adequately and if such a situation should exist, DATAVIZION will not be responsible for any Losses incurred by Client due to DATAVIZION's inability to access Client's facilities.

12.3 Passwords. Client acknowledges that DATAVIZION may need access to all systems and resources to perform their duties under this contract. As such, DATAVIZION must have access to all passwords necessary to perform duties under this agreement.

12.4 Waiver. The failure or forbearance of DATAVIZION or Client to enforce any right or claim against the other party shall not be deemed to be a waiver by DATAVIZION or Client of such right or claim or any other right or claim hereunder. The waiver by DATAVIZION or Client of a breach hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other provision.

12.5 Entire Agreement. This Agreement, together with any applicable Statement of Work, constitutes the entire agreement between the parties with respect to the subject hereof and supersedes all prior proposals, agreements, negotiations, correspondence, demonstrations, and other communications, whether written or oral, between DATAVIZION and Client. No modification or waiver of any provision hereof shall be effective unless made in writing signed by both DATAVIZION and Client.

12.6 Severability. If any provision hereof is determined in any proceeding binding upon the parties hereto to be invalid or unenforceable, that provision shall be deemed severed from the remainder of the Agreement, and the remaining provisions of the Agreement shall continue in full force and effect.

12.7 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the obligation for the payment of money) on account of any cause, that is beyond the reasonable control of such party, provided, however, that in any such event both parties agree to make a good faith effort to meet their obligations hereunder.

12.8 Applicable Law and Venue. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Nebraska. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the federal and state courts of Lancaster County, Nebraska, for any actions, suits or proceedings arising out of or relating to this Agreement or the relationship between the parties.

12.9 Notices. Except where provided otherwise, notices hereunder shall be in writing which may include the following: email with read receipt, or received when mailed by registered or certified mail, return receipt requested, postage prepaid, and properly addressed to the offices of the respective parties as specified in this Agreement or the applicable Statement of Work, or at such address as the parties may later specify in writing for such purposes. The foregoing shall apply regardless of whether such mail is accepted or unclaimed.

12.10 Assignment. This Agreement shall inure to the benefit of, and be binding upon, any successor to or purchaser of DATAVIZION whether by contract, merger or operation of law. Except for this limited right of assignment, neither party shall assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without the other party's prior written consent. Any attempted assignment or delegation in contravention of this provision shall be void and ineffective.

12.11 Pricing Information; Availability Disclaimer. DATAVIZION reserves the right to adjust pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. DATAVIZION reserves the right to adjust charges should Client reduce, limit or eliminate Client technology support resources and/or employee positions existing at the time of execution of this Agreement. All orders are subject to Product availability and the availability of Personnel to perform the Services. Once an order is accepted, DATAVIZION must perform the Services in accord with the order. If Services are performed on a time and materials basis, any estimates provided by DATAVIZION are for planning purposes only, however, DATAVIZION shall receive prior written consent from Client prior to exceeding such estimate.

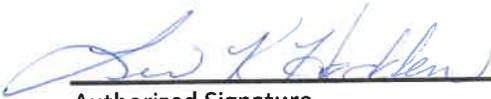
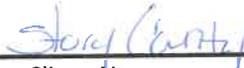
12.12 Dispute Resolution. Except for the right of either party to apply to a court of competent jurisdiction for a Temporary Restraining Order, Preliminary Injunction, or other equitable relief to preserve the status quo or prevent irreparable harm DATAVIZION and Client understand and agree that the implementation of this Agreement will be enhanced by the timely and open resolution of any disputes or disagreements between such parties. Each party hereto agrees to use its best efforts to cause any disputes or disagreements between such parties to be considered, negotiated in good faith, and resolved as soon as possible. In the event that any dispute or disagreement between the parties cannot be resolved to the satisfaction of DATAVIZION and Client within ten (10) days after either organization has notified the other in writing of the need to resolve the specific dispute or disagreement within such ten (10) day period, then the dispute or disagreement shall be immediately referred in writing to the President of DATAVIZION and the President of Client (or their respective successors) for consideration. No resolution or attempted resolution of any dispute or disagreement pursuant to this Section shall be deemed to be a waiver of any term or provision of this Agreement or consent to any breach or default unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

12.13 Governing Law; Venue. This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the State of Nebraska, without regard to conflict of laws provisions thereof. Any dispute arising under this Agreement shall be brought in a state or federal court of general jurisdiction situated within the State of Nebraska, and the parties hereby irrevocably submit themselves to the exclusive jurisdiction of said courts for that purpose.

12.14 Title; Transfer of Ownership. In performance of the Services DATAVIZION will purchase personal property including but not limited to hardware, software and software licenses from third parties and act as reseller providing identified personal property to client. Client agrees that ownership of this personal property will pass from DATAVIZION to Client upon receipt of goods and identification (set aside, marked and labeled) by DATAVIZION.

12.15 Relationship of Parties. The parties intend that an independent contractor relationship be created by this Agreement. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, employment or fiduciary relationship between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date set forth below.

_____	DATAVIZION LLC	_____
Authorized Signature		Date
		1-21-25
Authorized Signature	Client Name	Date

Address for Notices to DATAVIZION, LLC:

DATAVIZION, LLC
 Attn: _____
 5760 Cornhusker Hwy #3
 Lincoln, NE 68507

Address for Notices to Client:

4-24

Permit Number 25-8041

STORY COUNTY UTILITY PERMIT

Date 1-10-2025

To the Board of Supervisors, Story County, Iowa:

The Interstate Power & Light (Alliant Energy) Company, incorporated under the laws of Iowa, with its principal place of business at 1284 Xe Place, Ames, IA 50014, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of electric on secondary route multiple routes #, from 640th Avenue to 660th Avenue, a distance of several miles.

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:

Please see attached.

2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable. Utility depth requirements shall meet Iowa Administrative Code 761—115.13(306A).

3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.

4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.

5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.

6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.

7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed in the ditch bottom near the backslope or on top of the backslope near the r.o.w. line.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

Date 8Jan25

Interstate Power & Light (Alliant Energy)- Luke Feilmeier
Name of Company (Applicant - Permittee)

Luke Feilmeier Digitally signed by Luke Feilmeier
DN: cn=Luke Feilmeier, ou=Alliant Energy, email=luke.feilmeier@alliantenergy.com, c=US
Date: 2025.01.08 20:53:09W (515) 268-3433
by _____ Phone no.

Recommended for Approval:

Date 1-10-25


County Engineer 515-382-7355
Phone no.

Approved:

Date 1-21-25


Chair, Board of Supervisors
Story County, Iowa

A plat shall be attached to the copy submitted.

Interstate Power & Light (Alliant Energy) is proposing Life Extension/Maintenance work along 220th St., 210th St., 200th St., Richland St., 190th St., Maple St., Winchester Ave., Oak St., and Elm St. between 640th Ave and 660th Ave. north of Nevada in Story County. Work will generally consist of fixing broken ground wires, installing new cutouts, fuses and arresters, installing new OH transformers, installing guy guards, tightening loose down guys, and replace (2) broken poles. Please see plans for further details. New installations are in red, retirements are in blue.

1-09

Permit Number 25-8043

STORY COUNTY UTILITY PERMIT

Date 1/13/2025

To the Board of Supervisors, Story County, Iowa:

The Aureon Network Services Company, incorporated under the laws of Iowa, with its principal place of business at 7760 Office Plaza Dr S, West Des Moines, IA, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of 1.25" HDPE conduit w/96ct fiber on secondary route south ROW of 170th St from the SE corner of 500th Ave to the SW corner of 500th Ave, a distance of 125 l.f. miles.

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

Date 1/13/2025

Aureon Network Services

Name of Company (Applicant - Permittee)



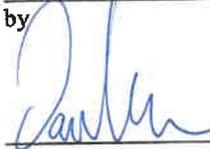
515-830-0497

by

Phone no.

Recommended for Approval:

Date 1-15-25



515-382-7355

County Engineer

Phone no.

Approved:

Date 1-21-25



Chair, Board of Supervisors
Story County, Iowa

Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.

