

SERVICE AGREEMENT

This Service Agreement (the "Agreement"), is made and entered into on this 4th day of December, 2018 ("Effective Date"), by and between, OnCore, LLC ("OnCore") and City of West Allis (the "Client"), both referred to alternatively as the "Party", or collectively the "Parties".

RECITALS

WHEREAS, Client has entered into an End User License Agreement ("EULA") with Teemwurk, Inc. ("Teemwurk").

WHEREAS, Client wishes to engage the services of OnCore, LLC for the purpose of providing OnCore and TeemWurk's web-based solutions systems for human resource capital management (the "Software") and related services (the "Services").

WHEREAS, this Agreement sets forth the terms that govern Client's access to and use of OnCore's websites and services (the "Services").

NOW, THEREFORE, in consideration of mutual covenants, promises, and agreements of the Parties, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. GENERAL TERMS

A. Services. OnCore shall collect data and details from Client and input the information into the system. OnCore shall be the primary point of contact for Service related issues and be available by both phone and e-mail. Additional services specific to the Client are attached in Schedule A and incorporated herein.

B. Client Data & Client Privacy. Client shall provide OnCore with information and files that it submits to OnCore ("Client Data"). Client retains full ownership to Client Data. OnCore does not claim any ownership of any Client Data.

C. Privacy and Confidentiality. OnCore will not share Client Data or content with others, other than required by law, including but not limited to a subpoena from a law enforcement agency. How OnCore collects and uses Client information generally is also explained in OnCore's Privacy Policy posted on its website at www.oncorehcm.com, and is incorporated herein.

D. Self-Input. Client acknowledges that certain Services allow Client's employees, participants, or agents to input information in some Services. OnCore shall have no responsibility to verify, nor does OnCore review the accuracy, completeness, appropriateness, or legality of files, user posts, or any other information Client may be inputting in the Services.

E. Client Responsibilities. Files and other content in the Services may be protected by intellectual property rights of others. Client agrees to not copy, upload, download, or share files unless it has the right to do so. Client will be solely responsible and fully liable for what it copies, shares, uploads, downloads or otherwise uses while using the Services and for all users Client authorizes to use the Service. Client must not upload spyware or any other malicious software to the Service.

Client is solely responsible for maintaining and protecting all Client Data. OnCore will not be liable for any loss or corruption of Client data, or for any costs or expenses associated with backing up or restoring any of Client data. If Client contact information, or other information related to Client account changes, Client must notify OnCore promptly and keep Client information current.

Client is solely responsible for its conduct, the content of Client Data, and Client communications with others while using the Services.

F. Compliance with Laws. Client shall not use or access OnCore Services in any way that violates any applicable international, federal, state or local laws and/or regulations. Client is responsible for complying with all applicable data protection laws and represents that it has obtained any and all necessary employee consent to transfer information to OnCore.

G. Account Security. Client is responsible for safeguarding its password that it uses to access the Services and agrees not to disclose its password to any third party. Client is responsible for any activity using Client account, whether or not Client authorized that activity. Client should immediately notify OnCore of any unauthorized use of Client account. Client acknowledges that if it wishes to protect Client's transmission of data or files to OnCore, it is Client's responsibility to use a secure encrypted connection to communicate with the Services.

H. Acceptable Use Policy. Client will not, and will not attempt to, misuse the Services, and will use the Services only in a manner consistent with the EULA.

2. FEES

A. Fees. Client shall pay all fees associated with OnCore's Services to Teemwurk under Client's End User License Agreement with Teemwurk. Except as otherwise set forth in the EULA, the fees in the EULA are guaranteed and OnCore agrees not to amend or change unless otherwise allowed in the EULA. In the event Client terminates its relationship with Teemwurk for a reason other than Teemwurk's breach of the EULA, then all fees shall be paid to OnCore as Client's continued Support Specialist.

3. DISCLAIMER OF WARRANTIES

Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ONCORE AND ITS LICENSORS DO NOT WARRANT THAT: (A) THE OPERATION OF THE SOFTWARE OR HARDWARE OR NETWORK WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT FUNCTIONS CONTAINED IN THE SOFTWARE WILL OPERATE IN COMBINATIONS OF SOFTWARE OR HARDWARE OR NETWORK THAT MAY BE SELECTED FOR USE BY LICENSEE; (B) THE SOFTWARE WILL BE FREE OF VIRUS, TROJANS OR OTHER SUCH HARMFUL OR MALICIOUS CONTENT; OR (C) THE SOFTWARE IS INCAPABLE OF BEING HIJACKED.

4. TERM AND TERMINATION

Term. The term of this Agreement will be set forth in Schedule A and incorporated herein. The Term shall automatically renew pursuant to Schedule A, unless either Client or OnCore terminates this Agreement under this Section 4. At least ninety (90) days prior to the end of the three-year Renewal Term, OnCore shall provide Client with a quote for renewal of Services. The Client will have the option to renew the Agreement for additional consecutive one-year terms and shall provide written notice of intent to renew at least sixty (60) days prior to the end of the then current term.

A. Termination. Oncore or Client may terminate this Agreement in the event of a material breach by the other Party.

The Parties reserve the right to suspend or end the Services at any time, with or without cause, and with or without notice. OnCore may suspend or terminate Client use if Client is not complying with this Agreement, or use the Services in any way that would cause legal liability or disrupt others' use of the Services. If OnCore suspends or terminates Client use, OnCore will try to provide notice in advance and help Client retrieve Client Data, however, there may be some cases (for example, repeatedly or flagrantly violating these Terms, a court order, or danger to other users) where OnCore may suspend immediately. Client may terminate this Agreement if OnCore fails or is unable to provide the Services required by Client, if the Services and/or operation of the software, hardware or network do not meet the standards and practices of the industry in existence at the time such are being performed and/or utilized, if the software does not meet Client's requirements or expectations or is consistently inaccurate, not up-to-date, incomplete or unreliable, or if Teemwurk, Inc. breaches the terms of the EULA and Client thereby terminates the EULA.

5. LIMITATION OF LIABILITY

A. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY, THEIR AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT THE PARTY HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES.

6. INDEMNIFICATION

A. Indemnification. Each party shall fully indemnify and completely hold harmless the other and any of its directors, officers, employees, agents, and/or representatives, of and from any and all liabilities, claims, expenses, damages including reasonable legal fees and disbursements arising out of any claims or suits for damage or injury to person in connection with, directly or indirectly, in whole or in part, (i) any negligent act, willful conduct, or omission of the indemnifying party its employees, agents, contractors, directors, officers or any person for whom it has a legal responsibility, or (ii) the failure of the indemnifying party to comply with any municipal, state or federal law, or (iii) any act or omission which is, or can be determined to be, a breach of any term or condition of this Agreement. Nothing contained within this Agreement is intended to be a waiver or estoppel of the Client or its insurer to rely upon the limitations, defenses, and immunities contained within

Wisconsin Statutes sections 345.05 and 893.80. To the extent that indemnification is available and enforceable, the Client or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.

7. MISCELLANEOUS TERMS

A. Governing Law. This Agreement and the use of the Services shall be governed by the State of Wisconsin without giving effect to its conflict of law provisions. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES OR SOFTWARE MUST BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF MILWAUKEE COUNTY, WISCONSIN, AND BOTH PARTIES CONSENT TO VENUE AND PERSONAL JURISDICTION THERE.

B. HIPAA Business Associate. Pursuant to the federal Health Insurance Portability and Accountability Act (“HIPAA”), the Health Information Technology for Economic and Clinical Health Care Act (“HITECH”) passed as part of the American Recovery and Reinvestment Act of 2009, the “Standards for Privacy of Individually Identifiable Health Information” as regulated by U.S. Department of Health and Human Services; if services under this Agreement are subject to HIPAA, then such services are subject to additional terms and conditions set forth in OnCore’s Business Associate Agreement which is incorporated herein and may be modified from time to time as required by law.

C. Entire Agreement; Modification. This Agreement constitutes the entire and exclusive Agreement between the Parties with respect to the Services, and supersedes and replaces any other agreements, terms and conditions applicable to the Services. This Agreement shall not be modified except in writing and signed by the Parties.

D. Waiver; Severability. Failure of either Party to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of the Agreement will remain in full effect and an enforceable term will be substituted reflecting the Parties intent as closely as possible.

E. Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. However, OnCore may assign its rights and obligations under this Agreement to a commonly controlled affiliate of OnCore without the prior written notice or consent of Client in order for such affiliate to perform any or all of the Services.

F. Independent Contractor. OnCore and Client are not legal partners or agents; instead, the relationship under this Agreement is that of independent contractors.

G. Force Majeure. Any Party hereto will be excused from performance under this Agreement for any period of time that the Party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the Party's reasonable control.

H. Amendments to EULA. Client agrees to notify OnCore within ten (10) days of any changes or amendments to the EULA between Client and Teemwurk.

I. Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

J. Binding Authority. By using the Services and signing below, Client agrees to be bound by this Agreement. If Client is using the Services on behalf of an organization, Client agrees to terms of this Agreement for that organization and guarantees that it has the authority to bind that organization to these terms.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Client

By: Rebecca Grill
Name: Rebecca Grill
Title: City Administrator

OnCore, LLC

By: Troy Bagne
Name: Troy H Bagne
Title: President

Schedule A - Fees and Payment Terms

- Initial Term:** The initial term shall be for 6 months then month to month by the licensee with a 3-year fee guarantee by the Licensor.
- Renewal Term:** This agreement shall be automatically renewed monthly for 3 years.
- License Fees:** Licensee shall pay the applicable License fees at a monthly basis through EFT or similar method to Licensor's account. Licensor shall invoice Licensee the first of each month with payment due in 10 days of receipt of invoice. Fee schedule will be \$3.00 per employee per month to include the Benefit Administration /ACA. – Optional Services \$2.25 per employee to e-file IRS form 1095 and \$1.49 per return for 1094 Postal Mailing paid for by the Licensee.

This Schedule A is referenced and incorporated into Licensee's End User License Agreement and all terms remain in effect and are to be read in conjunction to make up the Agreement. Licensor reserves the right to charge interest on any overdue amounts at a rate of 10% interest per annum, or the maximum legal rate if less, commencing with the payment due date.

LICENSEE:

NAME: Rebecca Grill

SIGNATURE: Rebecca Grill

TITLE: City Administrator

