

1 BILL NO. S-25-05-15

2 SPECIAL ORDINANCE NO. S - _____

3
4 AN ORDINANCE approving PROFESSIONAL
5 SERVICES CONTRACT for installation, configuration,
6 and implementation of Dayforce Time and Attendance
7 software between EPI-USE America, Inc. dba Magnisol
8 and the City of Fort Wayne, Indiana.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
10 THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That the MASTER SERVICES AGREEMENT and
12 STATEMENT OF WORK (collectively, "AGREEMENT") for installation,
13 configuration, and implementation of Dayforce Time and Attendance software
14 between EPI-USE America, Inc. dba Magnisol and the City of Fort Wayne, Indiana,
15 is hereby ratified, affirmed, and approved in all respects, specifically for:

16 Labor, insurance, material, equipment, tools, power, transportation,
17 miscellaneous equipment, etc. for the installation, configuration, and
18 implementation of Dayforce Time and Attendance software, together
19 with related informational technology services, including, without
20 limitation, testing, training, support, and other related services
21 necessary to complete the installation, configuration, and successful
22 implementation of Dayforce Time and Attendance software.

23 involving a total cost not to exceed NINETY-SIX THOUSAND THREE HUNDRED
24 FIFTY and 00/100 Dollars (\$96,350.00). A copy of the Agreement is on file with the
25 Office of the City Clerk and made available for public inspection, according to law.

26 SECTION 2. That all actions previously taken by the City of Fort Wayne,
27 Indiana in connection the Agreement are hereby ratified, confirmed, and approved
28 in all respects.
29
30

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY

Malak Heiny, City Attorney

Magnisol MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Agreement**”), effective as of _____, 2025 (“**Effective Date**”), is made and entered into by and between EPI-USE America, Inc. (trading as Magnisol), a Delaware corporation (“**Magnisol**”), and Fort Wayne City Utilities, a municipally owned utility under the laws of the State of Indiana (“**Client**”). Magnisol and Client are sometimes herein referred to each as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. WHEREAS, Magnisol is engaged in the business of providing consulting and other services with respect to the implementation of information technology including maintenance and operations support; and

B. WHEREAS, Magnisol is willing to make these services available to Client under the terms and conditions set forth in this Agreement; and

C. WHEREAS, Client desires to engage Magnisol to provide services with regards to its information technology systems.

NOW, THEREFORE, in consideration of the mutual promises of the Parties and subject to the terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

1. SCOPE OF SERVICES.

1.1 Services.

During the Term (as defined below) of this Agreement and subject to the terms and conditions of this Agreement, Magnisol shall provide to Client those services, products, equipment and other work (“**Services**” or “**Deliverables**”) as set forth in an executed statement of work in the form attached hereto as Exhibit A (each a “**Statement of Work**”). Each executed Statement of Work shall be numbered sequentially with the first executed Statement of Work numbered A-1, the second A-2, and so forth. Magnisol shall not be obligated to provide any Deliverables under a Statement of Work until such Statement of Work has been executed by both Parties. Any work performed by Magnisol prior to a duly executed Statement of Work shall be incorporated into such Statement of Work upon its execution.

1.2 Change Orders.

Either Party may request changes to the Services provided under a Statement of Work (“**Change Order**”). Magnisol is not required to perform under a Change Order prior to the execution by both Parties of the applicable Change Order. A Change Order shall be submitted in the form attached hereto as Exhibit B.

1.3 Acceptance.

Magnisol shall provide Client with written notice upon the completion of a Deliverable as set forth in a Statement of Work ("**Notice of Completion**"). Client shall have five (5) days, or such period set forth in a corresponding Statement of Work ("**Notice Period**") from the date of receipt of the Notice of Completion, in which to inspect such Deliverable and either accept such Deliverable or provide written notice to Magnisol of any defect in the Deliverable ("**Notice of Defect**"). A Deliverable shall be deemed accepted by Client either upon written acceptance by Client or passage of the Notice Period without Client's delivery of a Notice of Defect to Magnisol ("**Final Acceptance**"). Magnisol shall correct any non-conforming Deliverable at no additional cost to Client and resubmit a Notice of Completion to Client for Final Acceptance in accordance with this Section. Should a Deliverable not have been accepted by Client after three (3) Notices of Completion have been submitted to Client for that Deliverable, either Party may submit the issue for Dispute Resolution as per Section 13.4 in this Agreement.

1.4 Delay.

In the event the performance of any Deliverable is delayed wholly or in part due to the actions or inactions of the Client, events or any third party not under Magnisol's sole control but involved in or necessary to Magnisol's performance of the Deliverable ("**Delay**"), Magnisol shall be entitled to an extension of time to complete the Deliverable of one day for each day the Delay continues. If Magnisol's actual costs to complete the Deliverable increase as a result of the Delay, Magnisol shall be entitled to submit a Change Order request to adjust the contract price for such Deliverable to account for such additional costs. If the Delay has not been resolved by the ninetieth (90th) day after the Delay began, Magnisol shall have the option at its sole discretion to terminate without penalty the Statement of Work in its entirety. In the event of termination of a Statement of Work under this Section 1.4, Magnisol will invoice and Client shall pay Magnisol for all work performed and all materials provided prior to date of termination or suspension on a Time and Materials Basis at Magnisol's rates in effect at time the work was performed.

2. **PAYMENT.**

2.1 Fees & Expenses.

Client shall pay to Magnisol the fees set forth in the applicable Statement of Work ("**Fees**"). Should Fees under the corresponding Statement of Work be exclusive of any travel related expenses, Client also shall reimburse Magnisol for all actual and reasonable expenses incurred by Magnisol or its employees and contractors in accordance with the Magnisol expense reimbursement policy as set forth in Exhibit C and as may be amended or supplemented in any Statement of Work ("**Expenses**").

2.2 Method of Calculation of Fees.

The Statement of Work shall indicate whether the Fees for the Deliverables are to be calculated on (a) an hourly basis based on work performed plus cost of materials ("**Time and Materials Basis**"), or (b) on a fixed-price basis with fees associated with the delivery of a Deliverable or group of Deliverables ("**Fixed Price Basis**").

Fixed Price Basis Projects (if applicable): Notwithstanding any information received to-date; any additional clarifications which may have been provided, or the outcome of any discovery workshops conducted, Magnisol has calculated its fixed price levels of effort and pricing based purely on its current understanding of the Client's requirements. The Client therefore acknowledges that, except for items which may arise solely as a result of Magnisol's actions during the engagement, Magnisol shall be entitled to amend its pricing for those items which would not have been known at the outset of the engagement, and which increase the level of effort required to meet its contractual deliverables. Thirty (30) days' prior written notice shall be provided to the Client in relation to such amendments. If Client disputes the amended pricing and notifies Magnisol in writing before such pricing is scheduled to take effect, either Party may submit the issue for Dispute Resolution as per Section 13.4 in this Agreement.

2.3 Invoices.

Magnisol shall submit to Client on a monthly basis an invoice listing all Fees and Expenses incurred by Magnisol in the prior month ("**Invoice**"). For Fees calculated on a Time and Materials Basis, the Invoice shall include the following: (a) the employees and/or contractors that have worked on the Deliverables in that month, (b) the hourly rate for such persons, (c) the amount of time each such person has devoted to the Deliverables, and (d) all charges for materials incurred in that month. For Fees calculated on a Fixed Price Basis, the Invoice shall include those Deliverables delivered to and accepted by Client in that month. The Invoice shall also include any Expenses incurred during that month.

2.4 Payment Terms.

Client shall pay all undisputed amounts of an Invoice within forty-five (45) days of receipt of the Invoice ("**Payment Period**"). Client must notify Magnisol in writing within ten (10) days from receipt of invoice of any disputed amounts, including providing in reasonable detail the basis for the dispute. Client must have a good faith reasonable basis for all disputed amounts. Upon resolution of any disputed amount, Client shall pay to Magnisol the amounts agreed upon by the Parties in resolving the dispute no later than thirty (30) days after resolution of the disputed amounts. Any disputed amounts still unresolved after sixty (60) days from the end of the initial Payment Period may be submitted for dispute resolution as set forth in Section 13.4 in this Agreement.

2.5 Non-Payment of Invoices.

In the event Client fails to remit payment for undisputed amounts on an invoice in accordance with the above terms for more than sixty (60) days from Client's receipt of Magnisol's invoice, the Parties agree to confer immediately to develop a plan that will result in Client's compliance with above terms. If a mutually agreeable plan is not finalized within ten (10) days from such conference, Magnisol then may discontinue, so long as it is not in default hereunder, work under any or all Statements of Work to Client either permanently or until payments due are received, at Magnisol's election upon written notice. Such right to discontinue work shall be in addition to any other rights that Magnisol may have under this Agreement or at law. Any undisputed amounts payable by Client hereunder which remain unpaid after the due date may be subject at Magnisol's sole

discretion to a late charge equal to 1.5% per month of the total due amount from the end of the Payment Period until such amount is paid in full.

2.6 No Right to Set-off or Withhold.

Client shall not have the right to withhold payment of or set-off against any properly invoiced Fees or Expenses that themselves are not in dispute regardless of any claims Client may have against Magnisol.

2.7 Taxes.

Amounts payable to Magnisol hereunder are net of all sales, use, or other taxes or duties. Client is solely responsible for, and shall duly and timely pay, all taxes and duties, however designated or levied, including, without limitation, taxes or duties based upon amounts payable to Magnisol hereunder, any work performed by Magnisol, or any Deliverables provided to Client (exclusive of United States, federal, state, or local taxes based upon the net income of Magnisol). It shall be Client's prerogative after payment to challenge with the taxing authority the applicability of any tax if it so desires, provided such challenge shall not cause Magnisol to incur any liability for such taxes. Client shall not deduct from payments due to Magnisol hereunder any amounts paid or payable to third parties for taxes or duties, however designated, or any other sums.

2.8 Standard Administration Fees.

Notwithstanding any information received to-date from Client regarding the contract negotiations, Client agrees that Magnisol reserves the right, in its sole reasonable discretion, to procure from Client additional fees (based on Magnisol's Standard Administration Fees) only upon Client's explicit written request for the following: (a) additional administrative effort incurred as a result of Client's processes, including but without limitation; (i) Magnisol to capture time worked in multiple timesheet systems, (ii) to submit invoices via a protracted vendor management/invoice management system, and/or (b) the fulfilment of specific Client compliance related requirements, and/or (c) the involvement of additional personnel, contractors or senior management to deal with project escalation matters during the project's timeline. If Magnisol intends to charge additional fees under this Section, then upon receipt of a written request from Client for additional services triggering the right to procure additional fees, Magnisol shall provide Client with a quote for such additional fees before the fees are incurred.

3. **REPRESENTATIONS AND WARRANTIES OF Magnisol.**

Magnisol represents and warrants to Client the following are true and correct as of the Effective Date.

3.1 Magnisol warrants that:

- (a) all Deliverables or Services will, for a period of one hundred eighty (180) days from the date of final acceptance, conform with the applicable specifications of that Deliverable/Services; and
- (b) its Services will be performed in a professional, workman-like manner by consultants with the skills reasonably required for the Services; and
- (c) for the avoidance of doubt, Magnisol cannot provide a warranty for Deliverables /Services affected by hot fixes or updates made to the Dayforce software

3.2 Warranty shall not apply:

- (a) if Deliverables are not used in accordance with applicable documentation provided by Magnisol; or
- (b) if the warranty breach is caused by modification of the Deliverable by the Client or third-party software not specifically authorized for use in connection with the Deliverable in the applicable written documentation.

3.3 Remedy:

In the event of a breach of the warranty in Section 3.1, Magnisol shall, within thirty (30) days following written notice of breach from Client, and at Magnisol's sole cost: (a) rectify the Deliverable or Service in question; or (b) promptly reperform the Deliverable. Provided Magnisol performs the Deliverable to Client's reasonable satisfaction within such period of time, Client shall not be entitled to a refund of Fees paid for such Service or Deliverable. The preceding sentence, in conjunction with Client's right to terminate this Agreement for material breach where applicable, states Client's sole remedy and Magnisol's entire liability for breach of the warranty in Section 3.1.

3.4 Disclaimer of other Representations and Warranties.

THE PROVISIONS OF THIS SECTION 3 STATE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES MADE BY Magnisol TO CLIENT WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, ANY STATEMENT OF WORK (OTHER THAN SPECIFICATIONS SET FORTH IN A STATEMENT OF WORK), AND THE TRANSACTION CONTEMPLATED IN THIS AGREEMENT, AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

4. **REPRESENTATIONS AND WARRANTIES OF CLIENT.**

The Client represents and warrants to Magnisol that the following are true and correct as of the Effective Date:

- (a) Client is a municipally owned utility not in liquidation, provisional liquidation, or under

administration pursuant to any insolvency laws;

- (b) Client has full legal capacity and power to enter into, exercise its rights and perform its obligations under this Agreement;
- (c) This Agreement is subject to approval by the Common Council of the City of Fort Wayne, Indiana ("Common Council"). Upon receipt of said approval, all conditions required for Client to lawfully enter into this Agreement and to perform its obligations and exercise its rights under this Agreement and to make this Agreement admissible as evidence in the applicable courts will have been done, and no other approvals will be needed. Notwithstanding the foregoing, should Common Council fail to approve this Agreement, the Agreement shall be null and void and without further force or effect;
- (d) To Client's knowledge, its execution of, and the exercise of its rights or performance of its obligations under, this Agreement will not contravene any applicable federal, state, and local law or regulation to which it is subject or any order of any governmental or statutory authority binding on it or any of its properties.

5. OWNERSHIP RIGHTS.

5.1 Client Ownership of Deliverables.

Subject to the limitations set forth in Section 5, Client shall have all proprietary rights and exclusive ownership, including, but not limited to, exclusive copyright, patent rights, and other intellectual property rights, in and to the Deliverables. All Deliverables completed by Magnisol under this Agreement shall be considered "works for hire" and Magnisol agrees to assign and hereby assigns to Client all its rights, titles, and interests in and to such Deliverables and in and to all intellectual property rights associated therewith, including all patent rights, patents, or patent applications based thereon. Magnisol agrees to fully cooperate and to do all things reasonably necessary to allow Client to claim sole copyright and patent ownership, including the execution of documents for that purpose.

5.2 Magnisol's Ownership of Magnisol Property.

Client acknowledges that the Magnisol Property (as defined below), provided pursuant to this Agreement and any Statement of Work, whether separately or included in any Deliverable, are the exclusive property of Magnisol (or a third-party providing such Magnisol Property to Magnisol under a license) and remain so, even after delivery to Client of any Deliverable. No rights, including, without limitation, any ownership interests in or to Magnisol Property, shall be sold, transferred, assigned, or licensed to Client under this Agreement or any Statement of Work other than the license granted to Client in Section 5.3 below. The Magnisol Property is the confidential and proprietary information of Magnisol (or such third party), and the Magnisol Property also may be protected by copyright, patent, trade secret, and/or intellectual property laws. For purposes of this Agreement, **Magnisol Property** shall mean (a) Magnisol's (or a third-party's licensed to Magnisol) proprietary software, software tools, and any other inventions, intellectual property, know-how, proprietary data and materials supplied by Magnisol to Client under

this Agreement or any Statement of Work (whether as part of a Deliverable or otherwise) including, without limitation any Magnisol Property so designated in a Statement of Work plus any enhancements or modifications made at any time to any of the above, and (b) any other intellectual property that has been identified as Magnisol Property in any Statement of Work but excludes Magnisol Software (as defined below).

5.3 License of Magnisol Property.

Magnisol hereby grants to Client a non-exclusive, worldwide, fully paid up, royalty free right and license to use, display, or perform Magnisol Property which has been incorporated into a Deliverable, as necessary to utilize that Deliverable for the purposes for which it was delivered to Client under the Statement of Work and to conduct Client's business as presently conducted ("**Intended Use**"), provided, however, except as provided below, the foregoing right shall not include the right to sublicense, sell, reverse engineer, market, distribute or otherwise commercially exploit the Magnisol Property or share the Magnisol Property with any third-party with the intent to do the foregoing or to use the Magnisol Property for any purpose other than for the Intended Use. The license provided to Client hereunder shall extend to Client's contractors and agents who manage Client's information technology systems, but only to the extent required for Client's Intended Use. In other words, Client's contractors and agents shall have no right or license to use the Magnisol Property for any purpose other than in connection with Client's Intended Use. The rights granted to Client (and Client's contractors and agents) in the Magnisol Property shall terminate and Client shall immediately cease use of any Magnisol Property in the event of termination of the Agreement due to Client's breach of its obligations or upon breach by Client of any obligation that survives termination. Any proprietary software and/or software tools developed by Magnisol, any subsidiary of Magnisol, any holding company of Magnisol or any subsidiary of any holding company of Magnisol, ("**Magnisol Software**") which Client wishes to use, requires licensing under a separate End User License Agreement between Client and the respective member of the same group of companies as Magnisol. The license granted under Section 5.3 excludes any Magnisol Software.

5.4 Third-Party Software.

The Parties acknowledge that third-party software may be needed in order for Magnisol to provide the Deliverables. Magnisol shall assist Client in arranging for license agreements with such third parties for use of the software. However, the Parties acknowledge that such third-party license agreement shall be between the third-party vendor and Client. It is Magnisol's responsibility to ensure that third-party licenses required for it to provide the Deliverables are timely received. Any delay in the Client obtaining such third-party license or any defects in the third-party software (or other failure of that software to meet the requirements and/or specifications of Client) shall not be considered a Delay for the purposes of Section 1.4 unless the parties mutually determine that the delay was either unforeseen or entirely outside of Magnisol's control. In the case of a mutual determination that delay was unforeseen or outside of Magnisol's control, the provisions of Section 1.4 will apply to Magnisol's obligation to provide any Deliverable dependent on such license or delayed as a result of problems with the third-party software. For the avoidance of doubt, in this Section 5.4, third-party software includes software supplied by SAP.

5.5 Use of Magnisol Software [If Applicable].

(a) **Consent.** If Magnisol needs to use Magnisol Software during performance of the Services for the Client; the Client herewith acknowledges and agrees that, subject to the approval by City Utilities' Chief Information Officer (which approval shall not be unreasonably withheld, conditioned, or delayed) the Magnisol Software maybe installed on its computer systems for the period specified by Magnisol in the applicable Statement of Work. At the end of this period, Magnisol shall remove all copies of the Magnisol Software from Client's computers or systems.

(b) **Obligations.** The Magnisol Software will solely be used by Magnisol and not the Client. The use by Magnisol of the Magnisol Software is for Services performed under this Agreement only and Client is not licensed to use the Magnisol Software for any other purpose whatsoever. For the avoidance of doubt, under no circumstances will the Magnisol Software be used for commercial purposes and/or any commercial exploitation. Client shall not modify, reverse engineer, disassemble or decompile the Magnisol Software in any way or allow this to be done.

(c) **Warranty and Liability.** Magnisol has the full right to use the Magnisol Software. The Magnisol Software is supplied to the Client on an "as is" basis without any warranties of any nature. Except as specifically agreed under this Agreement, Magnisol disclaims all other warranties, express or implied, including any warranty of satisfactory quality, merchantability, or fitness for a particular purpose. Magnisol does not represent that the Magnisol Software is error free or operates without interruption. Magnisol will not be liable for any damages whether direct, indirect, or consequential, arising out of or in any way connected to the installation and the use of the Magnisol Software in terms of this Agreement.

(d) **Non-disclosure.** Without the prior written consent of Magnisol, Client shall not provide, disclose, or otherwise make available to any third party any portion of the Magnisol Software or any technical information, nor shall Client use the Magnisol Software for any purpose except in accordance with the terms of this Agreement. No license or any patent, copyright, or any other right in respect of the Magnisol Software is granted to Client under this Agreement by implication, estoppel or otherwise except for the express rights granted herein.

5.6 Access to Client IT System(s).

Magnisol has received a copy of Client's Third Party Connection Policy and agrees that the terms of said policy govern Magnisol's access to Client's IT Systems. Magnisol agrees that it will comply with the terms of Client's Third Party Connection Policy any time Magnisol connects to Client's IT Systems for purposes of performing the Services.

6. CONFIDENTIALITY.

The Parties acknowledge that, during this Agreement, they may have access to and/or be in possession of Confidential Information of the other Party. "Confidential Information"

shall mean information regarded by that Party as confidential, including without limitation information relating to employee, vendor, client or customer information, sales and marketing material and methodologies, financial or business affairs and any intellectual property, processes patents, trade secrets, proprietary products, or materials. Each Party shall hold in strict confidence with at least the same degree of care as it normally exercises to protect its own Confidential Information of a similar nature, but no less than a reasonable degree of care, all Confidential Information of the other Party which may be disclosed to it or to which it may have access provided that such Party may use the other Party's Confidential Information in order to perform its obligations under this Agreement. Access to Confidential Information received by a Party shall be restricted to those of such Party's employees and consultants who have a need to know such information and who agree in writing to maintain such Confidential Information in confidence as provided by this section, and its use shall be limited to use solely in the performance of this Agreement. A Party shall be responsible for its Contractor's breach of this Section 6. The foregoing shall not prohibit or limit either Party's use of Confidential Information of the other Party (including without limitation ideas, concepts, know-how, techniques and methodologies) which (i) was previously known to it prior to receiving such Confidential Information, (ii) was or is independently developed by it without use of such Confidential Information, (iii) was or is acquired by it from a third-party having no obligation of confidentiality regarding the information, (iv) is, or becomes, publicly available through no breach by it of this Agreement, or (v) is disclosed pursuant to law or the order, requirement or request of a court or government authority.

7. INDEPENDENT CONTRACTOR.

Magnisol is an independent contractor and neither Magnisol nor any employee of Magnisol is or shall be deemed to be employed by Client. Client is hereby contracting with Magnisol for the Deliverables described in the Agreement and Magnisol reserves the right to determine the method, manner and means by which the Deliverables will be performed. Except as otherwise provided in the Agreement, Magnisol is not required to perform the Deliverables during fixed hourly or daily times and if the Deliverables are performed or provided at the Client's premises, then Magnisol's time spent at the Client's premises will be coordinated with Client. Magnisol hereby confirms to Client that Client will not be required to furnish or provide any training to Magnisol to enable Magnisol to perform the Services required hereunder. Except as set forth in the Statement of Work, Magnisol shall not be required to devote full time nor the full time of Magnisol's employees to the performance of the Deliverables required hereunder, and it is acknowledged that Magnisol has other clients and Magnisol offers the same services to other clients.

8. NON-SOLICITATION.

Unless otherwise agreed to in writing, Magnisol and Client, agree that they will not, directly or indirectly solicit for the purpose of hiring or encourage any other person to solicit for the purpose of hiring (either as an employee, contractor, independent agent or representative of another vendor) any employee or agent of the other for a period of one (1) year after termination of this Agreement.. The foregoing restriction shall not apply

where an employee of the other Party has responded to a public job posting or other general advertisement of an employment opportunity.

9. TERM AND TERMINATION.

9.1 Term of Agreement.

The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect unless earlier terminated by either Party in accordance with the provisions of this Section 9 (“Term”).

9.2 Termination for Cause.

Either Party may, by written notice provided in accordance with Section 13.1, terminate this Agreement or any applicable Statements of Work if the other Party breaches any of its material obligations under this Agreement or any Statement of Work, and does not cure such material breach within thirty (30) days of receipt of a written notice of such breach. For avoidance of doubt, failure by Client to pay all undisputed amounts of an invoice after the expiration of the Payment Period and the 30 days’ notice period set forth in this Section 9.2 shall be considered a material breach of this Agreement.

9.3 Client’s Right to Terminate for Convenience.

The client may terminate this Agreement at any time by providing Magnisol with Sixty (60) days prior written notice. The notice of termination shall include the date the termination is to be effective provided such date shall be sixty (60) days or later from the date of the notice.

(a) Termination for Convenience: Time and Materials Basis.

In the case of a Statement of Work where the Fee is determined on a Time and Materials Basis, Magnisol will be required to provide the Deliverables to the Client until the effective date of termination.

(b) Termination for Convenience: Fixed Price Basis.

If Client terminates any Statement of Work or other agreement between the parties (including Letter to Proceed, Client’s acceptance of a fee proposal by Client’s conduct even if not in writing) that includes Fixed Price Basis Deliverables and the termination was not due to Magnisol’s material breach as provided in Section 9.2 above, Client shall pay to Magnisol the Early Termination Fee provided in the Statement of Work or, if no such fee is provided in the Statement of Work, then any unpaid amount of any Deliverables accepted prior to termination, plus ten percent 10% of the remaining portion of the aggregate fee proposal accepted. The Parties agree that the aforesaid early termination fee is a genuine and reasonable pre-estimate of the costs to Magnisol if this Section applies.

9.4 Effect of Termination.

Client shall be liable for payment of all costs, fees, and expenses up to the effective date of termination for (i) any completed, partially completed, or scheduled Services from any

phase or milestone and (ii) any reasonable committed costs or expenses. Upon termination, all Confidential Information of the other party provided in connection with this Agreement in the possession of such party shall, subject to any legal retention rights and upon request of the other party, be returned to the disclosing party or destroyed with certification of such destruction. A party's obligation to return or destroy Confidential Information does not apply to any work products provided by Magnisol to Client unless the Agreement or Statement of Work is terminated for cause by Magnisol.

9.5 Survival.

Except as otherwise specifically set forth in Section 3, all of Magnisol's representations and warranties in Section 3 shall survive the termination of the Agreement only for a period of one year from the date of termination ("**Client's Claim Period**"). Any lawsuit arising under tort or contract related to or arising under this Agreement for breach of Magnisol's representation or warranty must be filed no later than the last day of the Client's Claim Period. Sections 2.1, 2.4, 2.5, 3, 5, 6, 8, 10, 11 and 13 shall survive the termination or expiration of this Agreement and continue thereafter or as specifically set forth in such Sections.

10. **INDEMNIFICATION.**

Each Party (the "**Indemnifying Party**") shall indemnify and hold harmless the other Party, and its subsidiaries and affiliates, their respective directors, officers, employees, sub-licensees, customers, agents, attorneys, successors, and assigns (collectively the "**Indemnified Parties**") from any third party claims, losses, liabilities, damages, suits, actions, government procedures, taxes, penalties or interest, associated auditing and legal expenses and other costs (including reasonable attorneys' fees and costs) suffered or incurred by the Indemnified Parties arising from or in connection with the Indemnifying Party's, its agents', subcontractors' or employees': (a) material breach of its obligations under this Agreement; or (b) gross negligence, willful misconduct, errors or omissions resulting in bodily injury (including death) or property damages except to the extent that the Indemnified Parties were a factor in such injury or damage by their gross negligence, willful misconduct, errors or omissions.

11. **LIMITATION OF LIABILITY.**

11.1 Limitation on Amount of Liability.

IN NO EVENT OR CIRCUMSTANCE SHALL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER PARTY, WHETHER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY STATEMENT OF WORK FOR ANY CAUSE OR CLAIM WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, EXCEED THE CUMULATIVE AMOUNT TO BE PAID TO Magnisol BY CLIENT UNDER THAT STATEMENT OF WORK WHICH GAVE RISE TO, OR UNDER WHICH THE CLAIM HAS ARISEN. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS FOR INDEMNIFICATION ARISING UNDER SECTION 10 AND SUCH DAMAGES SHALL BE DEEMED ACTUAL DAMAGES.

11.2 Limitation on Recoverable Damages.

EXCEPT IN THE CASE OF CLAIMS FOR INDEMNIFICATION PURSUANT TO SECTION 10, IN NO EVENT OR CIRCUMSTANCE SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHETHER IN AN ACTION, IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITH REGARDS TO INDIRECT DAMAGES FOR INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10, A PARTY'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED \$1,000,000.

12. **INSURANCE.**

Throughout the Term, Magnisol shall maintain in full force and effect in compliance with applicable law, the following insurance coverage: workers' compensation, commercial general liability (including personal injury and property damage liability) and automobile liability, naming Client as an additional insured, in amounts and under terms as set out in Exhibit D. Upon Client's written request, Magnisol shall furnish Client with a certificate evidencing said coverage.

13. **MISCELLANEOUS PROVISIONS.**

13.1 Notices.

All notices, demands or other communications given hereunder shall be in writing and shall be sufficiently given if delivered by email (with return receipt confirmation) or overnight delivery service, sent by registered or certified mail, first class, postage prepaid or by facsimile with confirmation of receipt addressed as follows:

If to Magnisol:

Magnisol
4780 Ashford Dunwoody Road,
Suite 540 #617
Atlanta, GA 30338-5504
Attention: Corporate Counsel
Email: legalcounsel@epiuse.com

If to Client:

Fort Wayne City Utilities
200 E Berry St., STE 480, Fort Wayne, IN 46802
Phone: (260) 427--1365
E-mail:

or such other address with respect to any Party hereto as such Party may from time to time notify the other Party hereto. Any such notice, demand or communication shall be deemed

to have been given upon delivery provided the delivering Party receives necessary confirmation of delivery.

13.2 Assignment, Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and administrators, and permitted assigns. Neither party shall have the right to assign any of its rights or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned, or delayed. .

13.3 Governing Law.

This Agreement shall be construed and governed by the laws of the State of Indiana without regard to its conflict of law provisions.

13.4 Dispute Settlement.

(a) The Parties shall attempt in good faith to resolve potential disputes informally and promptly. If a dispute persists, either Party may submit a written demand to the other Party, identifying the existence and nature of the dispute in reasonable detail, and providing such supporting documentation as is reasonably available to it (the “Demand”). The receiving Party shall review and investigate the Demand, and within seven (7) days, provide a written response addressing the Demand, and either accepting or rejecting it. Only after attempting to resolve a dispute in good faith through the measures provided in this Section 13.4(a) and should any further negotiations after a period of sixty (60) days not result in resolution of the dispute, either Party may commence an action as set forth in Section 13.4(b) to resolve the dispute. Notwithstanding the forgoing, a Party may seek injunctive relief under Section 13.5 without resorting to the measures set forth in this Section 13.4(a).

(b) Any legal proceeding (including injunctive relief as provided in Section 13.5 below) by a Party to enforce any provision of this Agreement or arising out of this Agreement must be brought against a Party in the federal or state courts located in Allen County, Indiana, and each of the Parties consents to the jurisdiction of such courts and waives any objection thereto. Process may be served on any Party anywhere in the world.

13.5 Injunctive Relief.

Each Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other Party, entitling such Party to seek injunctive relief in addition to all legal remedies. The prevailing Party shall be entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorneys’ fees and costs incurred.

13.6 Attorneys’ Fees; Prejudgment Interest.

In the event of commencement of either arbitration or suit by any Party to enforce the provisions of this Agreement, the prevailing Party shall be entitled to receive such attorneys' fees and costs as may be adjudged reasonable in addition to any other relief granted. Any award of damages as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law.

13.7 Entire Agreement, Amendments and Counterparts.

This Agreement, together with all documents incorporated herein, constitute the entire agreement between the parties, all oral or written agreements being merged herein, and supersede all prior representations, agreements, arrangements, or understandings among the parties relating to the subject matter of this Agreement. An Agreement may be modified only in writing signed by both parties. This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A document signed and transmitted electronically by facsimile or email is to be treated as an original.

13.8 Calendar Days.

All references in the Agreement and any Statement of work to "days" shall mean calendar days, unless stated otherwise.

13.9 Severability.

If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

13.10 Construction.

No provision of this Agreement shall be construed against any Party on the ground that such Party or its counsel drafted the provision.

13.11 Force Majeure.

Neither Party shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is the result of causes beyond the control of the performing Party, such as, riots, epidemics, pandemics, war, government regulations, fire, acts of God, interruptions of communications service by communications carrier, or other causes beyond such Party's control ("**Force Majeure**"). The Parties' obligations under this Agreement will be suspended only during the pendency of, and to the extent of, any Force Majeure and will resume after such contingency ceases to exist, and this Agreement will resume in accordance with its terms; provided, however, that the Party asserting the claim of Force Majeure will use its best efforts to resolve or otherwise mitigate the effects of the Force Majeure on the performance of its obligations hereunder. If a Force Majeure continues for a period of more than one month, either Party may terminate this Agreement in accordance with the terms hereof.

13.12 No Third-party Beneficiaries.



This Agreement is solely for the benefit of Magnisol and the Client and shall create no rights of any nature in any person not a Party hereto.

[Signatures to follow immediately]

IN WITNESS WHEREOF, each of the authorized Parties has executed this Agreement as of the Effective Date.

CLIENT:

Magnisol:

X	X
	Candice Weston
	Senior Director of Dayforce Services

Fort Wayne City Utilities. 200 E Berry St., STE 480, Fort Wayne, IN 46802	Magnisol 303 Perimeter Center North, Suite 300, Atlanta, GA 30346, USA
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Exhibits:

- Exhibit A: Form Statement of Work
- Exhibit B: Form Change Order
- Exhibit C: Magnisol Reimbursement Policy
- Exhibit D: Magnisol Insurance Coverage

EXHIBIT A

Form Statement of Work

EXHIBIT B

Form Change Order

CHANGE REQUEST FORM

Project or service or deliverable, as applicable	
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Change Request Number:		Date of Request:	
------------------------	--	------------------	--

CR Title:	
Description of Change:	

Impact of Requested Change:	
Time/Schedule: (Details Below)	Cost: (Details Below)

Change Request Approved By:

	Customer Name	Magnisol
Signature:		
Name:		
Title:		
Date:		

EXHIBIT C

Magnisol Reimbursement Policy

EXHIBIT D

Magnisol Insurance Coverage

During the term of this Agreement and when performing work on property in the care, custody or control of Client, Magnisol shall maintain the following insurance:

(a) Commercial general liability insurance, including bodily injury, property damage and products/completed operations coverage in the amount of not less than one million dollars (\$1,000,000) each occurrence/ two million dollars (\$2,000,000) in the aggregate;

(b) When applicable, Workers' Compensation coverage providing statutory benefits, and employer's liability insurance with minimum limits of one million dollars (\$1,000,000) each accident/each employee covering all employees;

(c) Business auto liability, including coverage for all, hired and non-owned automobiles used in connection with delivery of the Services, with limits of not less than one million dollars (\$1,000,000) each accident; and

(d) Professional errors and omissions liability insurance in an amount of not less than one million dollars (\$1,000,000) in aggregate.

(e) Network and Information Security insurance in an amount of not less than five million dollars (\$5,000,000) in aggregate.

Magnisol will provide Client with certificates of insurance showing confirmation of the above insurance coverage. All insurance which Magnisol is obligated to carry pursuant to this Agreement, shall (i) with respect to commercial general liability and business auto liability insurance, be endorsed to name Client as an additional named insured, and (ii) require the insurer to provide at least thirty (30) days prior written notice to Client of cancellation. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form. The insurers selected by Magnisol shall be reputable and financially responsible insurance carriers, with a Best's minimum rating of "A+" (or any future equivalent).

Statement of Work

For mutual execution, "Client" and "Magnisol," as a properly authorized representative, sign this "SOW."

By signing Client accepts the offer from EPI-USE America, Inc. (trading as Magnisol) to provide the services set out in this Statement of Work.

Receipt of a Purchase Order will be considered sufficient approval to proceed.

Legal Notice

The information in this document is confidential and may not be disclosed. The document and its contents may not be duplicated, used, or disclosed in whole or in part. Employee Managed Services Limited retains ownership of this document, unless explicitly stated otherwise in this document or in a written consent.

Project Name	Fort Wayne City Utilities
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Contract Number	Fort Wayne-001
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Supplier Details

Supplier entity	EPI-USE America, Inc. trading as Magnisol
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Address	303 Perimeter Center North Suite 300 Atlanta, GA 30346
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Attention	Candice Weston
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Email	Candice.weston@magnisol.com
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Signature of
authorized
representative



Name: Tara Shilt

Date:

Client Details	Fort Wayne City Utilities
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Address	200 E. Berry Street, Ste. 480 Fort Wayne, IN 46802
---------	---

Attention	Tara Shilt
-----------	------------

Email	
-------	--

Signature of
authorized
representative



Name

Date

Statement of Work

1. Introduction

1.1. Parties

This Statement of Work ("SOW") is made effective on 25, by and between Fort Wayne City Utilities ("Fort Wayne/Client") and EPI-USE America, Inc. - trading as Magnisol ("Magnisol/Supplier"). Fort Wayne hereby contracts with Magnisol for the purposes of procuring the services listed below.

1.2. Key SOW Details

Original SOW Start Date	June 02, 2025
SOW End Date	December 31, 2025
Delivery Location	Remote
Magnisol Representative	Candice Weston
Client Representative	Tara Schilt, Director of Purchasing
Invoices to be sent to	200 E. Berry Street, Ste. 490 Fort Wayne, IN 46802 Tara.Schilt@cityoffortwayne.org

2. Scope of SOW

2.1. Services

Magnisol has been engaged by Fort Wayne for the provision of services related to completing implementation scope items for the Client's use of Dayforce time and attendance software. Magnisol will provide the following services (hereinafter referred to as the "Services"):

Service Category	Purpose
Project Sponsor	• Provide overall direction and management support for the implementation team. • Allocate necessary resources. • Participate in executive updates and checkpoints. • Address project escalations in a timely manner.
Project Management	• Develop, maintain, and track progress against the project plan and associated logs (risk log, issues log, etc.). • Manage milestone schedule with Client Project Manager. • Manage Magnisol implementation team resources and deliverables. • Report on project status through meetings and reports, including project risks and issues with mitigation plans. • Facilitate communication between project teams. • Function as a central point of contact for day-to-day activities. • Consult with independence change management team on change order activities. • Facilitate Client's access to training.

Implementation Consultants	• Ensure initial instance is set up and that initial back-office data entry is complete. • Lead requirements gathering/validation and documentation throughout the implementation. • Facilitate completion of data load templates in Dayforce Activate. • Convey implementation best practices to leverage features and functionality. • Lead solution configuration, quality assurance ("QA") review, and refinement. • Consult with Client on required testing and review and confirm the outputs of that testing with Client. • Support Client testing, parallel processing and audit activities through issue triage and resolution of Client documented issues and defects. • Provide in-depth product and/or domain knowledge as required throughout the project lifecycle. • Suggest implementation and configuration best practices. • Participate in solution configuration, QA, and refinement. • Provide technical services (inbound/outbound data feeds, custom reporting, data conversion/migration) as documented in the project plan. • Complete issue triage and resolution.
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2.2. Scope

Fort Wayne has engaged Magnisol for the purpose of completing the implementation of the following Dayforce functionality:

- Dayforce Core
- Dayforce Time and Attendance
- Dayforce Reporting and Analytics
- Integrations
 - Bi-directional API Import to/from Dayforce and Project Tracking System, Orion PMIS, by Arcadis
 - Bi-directional API Import to/from Dayforce and MUNIS
- Training on Clock Configuration

2.3. Detailed Scope of Services, Responsibilities and Deliverables for Implementation of Modules and Core Functionality

The components listed in Table 2.1 reflect those components and the corresponding scope that are available with respect to the Modules listed in this SOW. Magnisol will provide access to and implement those components indicated below as included.

Unless a task, duty, responsibility, or deliverable is expressly identified as included below, it is out of scope. Additional Consulting and Advisory services can be contracted separately as discussed within Section 6.0 this SOW.

Table 2.1 – Detailed Scope

Component	Description	Scope
Dayforce Core Elements		
Organizational Hierarchy	Configuration of the core organizational tree as defined and documented in the solution blueprint.	Included
Jobs and Positions	Configuration and import of jobs and positions including work assignments, pay grades, departments, job families and functions and workers compensation.	Included
Role Security	Configuration of security roles that define what areas of the Dayforce application users can access.	Up to 6 Roles
Pay Frequencies	Configuration of pay groups that define the frequency of pay for a group of employees as defined and documented in the solution blueprint.	Up to 2 Pay Frequencies
HR Administration Configuration	Configuration of Client provided lists for employment status, employment status reasons, pay classes, pay types, contact information types, and employee properties. Also includes configuration of new hire role assignment and employee data mapping rules.	Included
iOS & Android Applications	Configuration of security roles that define what areas of the mobile application users can access. Employees can download the Dayforce mobile application from Apple's App Store or Google's Play Store.	Included
Global Password policy	Magnisol will work with Client to define a Password Policy and provide up to two (2) one-hour workshops. This will include setup of password parameters, format and lifespan of passwords used for Dayforce login. Configuration of company password parameters, format, and lifespan for login. Following this activity, Client will manage Password Policies.	Included

Component	Description	Scope
Platform/Technical		
Client Verified Single Sign On	Provide user authentication with Client's SAML 2.0 or ADFS Identity Management Solution where Client acts as the identity provider, based on a single identification management solution across all global locations. Should Client require authentication with multiple solutions, additional fees will apply based on discovery.	Included
Dayforce Web Services are enabled	Magnisol will enable access to Dayforce Web Services and API framework and will provide relevant documentation to Client for review. Client is responsible for testing configuration of any APIs / Web Services.	Included
		Included: Import from ERP to Dayforce (up to two) Export from Dayforce to ERP (up to 1)
Other Integrations	Configuration of interfaces within the framework of the Dayforce application. API inclusions will be defined during the Discovery phase of the project. NOTE: Client will need to purchase the Integration Studio from Dayforce in order to create relevant APIs.	Bi-directional API between Dayforce and Project Management Software
Dayforce Conversion Consulting Services		
Data Conversion Consulting Services	Data conversion consulting team to assist in preparation of Dayforce conversion files. Client is responsible for providing accurate data in a manner and format that meets Dayforce's conversion file specifications. All required data must be available by the agreed upon due date for each data load. The client shall provide data, as specified by Dayforce, sufficient to meet Dayforce's import file specifications. All data must be provided in the correct Dayforce specification format and layout template. Data must be provided for each load as required by the project plan and must be provided in a timely manner. If data is being consolidated from multiple sources, it is Client's responsibility to consolidate the multiple sources into a single import file.	Client Responsibility

Component	Description	Scope
	Client will provide import data for conversion in the correct format and layout template, assist with the mapping process, validate, test and audit the conversion files prior to loading into the Dayforce application, and provide the completed file conversion acceptance form upon successful conversion of the data.	
Data Conversion	Magnisol will provide a data conversion consultant who will assist with a high-level overview of Dayforce's import specifications and assist with mapping Client's existing data to Dayforce import specifications. There are no specific deliverables for this effort. Magnisol will provide guidance, best practices, answer questions and provide documentation where available. If all required conversion data is not made available, or there are delays in Client providing the required data, One Time Fees are subject to change.	Up to 25 hours of data migration consulting
Customer Size	Employees to convert.	Up to four-hundred employees
Core Current Conversion – Global Employee Data Countries	Import of formatted files containing current record for active and current fiscal year terminated employee data included in the Dayforce HR Import (HR Import - Core employee information including Name, Address, Employee base information, Work Assignment, Employment Status, Emergency Contact), as provided by Client and meeting Dayforce's conversion file specifications. Any employees not included in the formatted import file will be manually added by Client as a new hire.	Active employees as of 1/1/2025 will be included. Terminated prior to 1/1/2025 are excluded. Only includes up to 3-years of Compensation and Job History.
Dayforce Global Employee Data		
Current Employee HR Import	Import of formatted files containing current record for active and current year terminated employee data included, as provided by Client and meeting Dayforce's conversion file specifications. Import of prior years' HR history data is available for an additional fee based on discovery. (Active and Current Year Terminated Employees included).	Three imports included: Initial, parallel and go live
Administrator Self Service Forms	Configuration of Administrator level Self Service forms and associated workflows as listed in the product documentation. Client-specific forms are available for an additional fee based on discovery.	Standard Core Forms included

[magnisol](#)

Component	Description	Scope
Manager Self Service Forms	Configuration of Manager level Self Service forms as listed in the product documentation, and access to manager and employee form submission history. Client-specific forms are available for an additional fee based on discovery.	Standard Core Forms included
Employee Self Service Forms	Configuration of Employee level Self Service forms as listed in the product documentation, and access to form submission history. Additional workflow configurations Client-specific forms are available for a fee based on discovery.	Standard Core Forms included
Workflows	Configuration of standard workflows defined as follows: commit to database, single approval, double approval, and conditional workflow. For an additional fee, Client may request Magnisol to configure additional workflows to mirror Client's unique business processes, based on discovery.	Standard Workflows included
Legal Entities		
Legal Entities	Configuration of legal entities for the proper grouping of payroll data.	1 Legal Entity per country included
Dayforce Time and Attendance		
Shift scheduling	Consultation of scheduling best practices for both manual and rotation-based scheduling techniques. Configuration of shift rotations.	No more than 50 shift rotations consisting of 7 consecutive days.
Pay Policies	Configuration of pay policies that define the assignment of pay rules and qualifiers to employees. Standard pay policies include regular time and overtime. NOTE: twenty or less employees need to evaluate best practice. Individual policies cannot exceed more than fifteen rules.	Up to 10 Pay Policies
Punch Policies	Configuration of punch policies that define an employee's time entry method and any optional rules and validation to be applied when an employee records working time. Standard punch policies include Salary, Hourly Exempt, temporary staff (nonpaid).	Up to 4 Punch Policies

Component	Description	Scope
Employee System Access	Consultation of Self-Service features that are in scope: Availability, Messaging and Alerts, Schedule Access, Timesheet Access, Employee Self Service Clock, and Time Away from Work Request screen. Dayforce will enable pertinent features as documented in the solution blueprint.	Included
Schedule Compliance	Configuration of employee policies, schedule alerts and warnings to facilitate compliance with legislative and company policies.	Up to 3 Schedule Policies
Attendance Tracking	Configuration of attendance policies to define attendance incidents, how the occurrence of these incidents cause attendance violations, and the action to be taken for these violations.	Attendance Policies – 2 included
Shift Trading	Configuration of shift trading policies to define which employees can makeshift trades, swaps, or re-trades with or without supervisor approval.	Up to 3 Shift Trading Policies
Projects	Enables the Projects feature, which is used to track organization-wide projects. In Projects, you can create projects for the organization, define start and due dates, a budget in both hours and dollar amounts, and assign the project to an area of the organization and a set of jobs that can work the project.	Includes up to 100 projects. Includes Parent and Child relationships.
Sample Testing and Validation	Sample testing of various employee types and sample groups to ensure sufficient validation of the configuration	Included
Parallel Testing	One full payroll cycle (two weeks) of parallel testing is expected for any pay groups where employee volumes are greater than fifty. This will include only 1 data load.	Included

2.4. Out of Scope

Magnisol is not obliged to undertake any of the following activities, nor requires the Client to undertake any of the following activities to be able to fulfil the scope of the obligations under this SOW.

- Client resource and/or third-party vendor management (inclusive of Project Management). Magnisol will cooperate with Client's third-party vendors, but management of those vendors will be Client's responsibility.
- Extensive leadership of testing activities. Magnisol will provide guidance on testing and will help to develop test scenarios but the management/execution of testing will be Client's responsibility.
- Subject matter expertise of Fort Wayne processes or legacy systems.
- Development of training materials outside of the education services specified herein.
- Delivery of "Business as Usual" activities or processing.
- Integration to third party systems other than those identified within this SOW.
- Review of business process or solution configuration of solutions outside of Dayforce.
- Amendments or Updates to existing documentation or processes.
- Any service or document not explicitly mentioned in this SOW.

2.5. Project Assumptions and Client Dependencies

The following assumptions and Client dependencies have been identified:

- Magnisol will provide the Services for this Project during business hours; 9:00AM to 5:00PM MST, Monday through Friday, except US federal holidays and other holidays recognized by Fort Wayne.
- All work will be performed offsite.
- Access to Fort Wayne Dayforce environments. Approval of this Statement of Work will be taken as approval to provision this access for the term of this SOW.
- Completion of training prerequisites and understanding of course material prior to attending workshops will be mandatory.
- A Client Project Manager to manage tasks needed to meet project milestones and deliverables will be necessary. This assignment PM will be responsible for owning delivery, execution, and cut-over tasks related to the Fort Wayne project team.
- Fort Wayne will dedicate knowledgeable resources to the Project and if a Fort Wayne or Magnisol team member rolls off the Project before his/her planned roll off date, then an adequately skilled and experienced person will replace this individual.
- Decision maker involvement throughout the project will be necessary.
- The Fort Wayne Project Manager will work with the Magnisol Project Manager to maintain the project plan and manage issues and action items throughout the project.
- Both parties understand and are committed to staffing the appropriate number of resources, with the necessary skills, to implement this Project successfully.
- The project artifacts and documents will be created using Microsoft products, (e.g., Word, Excel, PowerPoint).
- Coordination and testing of all internal systems and external systems/vendors will be Fort Wayne's responsibility.
- All documents and communication will be in US English language only.
- All regression testing to existing systems and processes will be Fort Wayne's responsibility.
- Data quality is a Fort Wayne responsibility.
- Magnisol cannot be held responsible for any Dayforce product related issues that may cause delays in the project timeline but will work diligently to propose workarounds.
- Responses to approval requests will be required within a five (5) day business period. No response is

deemed as acceptance.

2.6. RACI

The following table describes the Responsibility (R), Accountability (A), Contribution (C) and Informed (I) parties for each of the activities listed. This does not remove any accountability nor limit any responsibility under the terms described in Appendix 1: General Terms of this SOW.

Deliverable / Activity	Magnisol	Fort Wayne
<i>Project Management</i>		
Resource Management (City of Fort Wayne)	C	RA
Third Party Vendor Management, as applicable	C	RA
Resource management (Magnisol)	RA	C
Resource management (Dayforce), as applicable	CR	A
Continuous Improvement, Innovation, Strategic Advice	RC	IA
Project Meetings (Attendance, resourcing etc.)	C	RA
<i>Discovery</i>		
Provision of available business artifacts (processes, solution design)	CI	RA
SME interviews and business artifact review	RA	CI
<i>Solution Review and Playback</i>		
Dayforce solution review, as applicable	RA	CI
Health Check report generation	RA	CI
Report review and acceptance	CI	RA

3. Project Management

3.1. Governance

The parties will establish and participate in the following governance forums in relation to the project:

- Scheduled and ad-hoc sessions between Project Sponsorship and Magnisol service team as required for resourcing discussions.

3.2. Implementation Methodology and Fee Basis

Magnisol determines the scope of work, timelines and time and material fees for Implementation Services on the basis that:

- The project will be delivered in accordance with the project plan, which will be created after execution of this SOW.
- There will be adherence to Activate (Dayforce's proprietary methodology and tooling) in completion of Implementation Services,

- There will be appropriate resource coverage and commitment to execute the planned activities.
- The Services will be delivered to fulfill the Dayforce functionality as defined here.

Any delays may impact the Fees and could result in a complete work stoppage until resources can be reassigned. The tasks, duties, responsibilities, and deliverables to be provided by Magnisol to Client in conjunction with the Implementation Services will be provided utilizing the methodology described below.

Note: activities within each stage may be adjusted to reflect project scope, and/or complexity. Not all activities apply to all projects. Adjustments, as may be required, will be identified during the Ready stage.

Table 2.1 – Responsibilities

Stage	High-Level Task	Primary Responsibility	
		Magnisol	Client
Ready	Project teams assigned	X	X
	Establish project roles and responsibilities	X	X
	Establish project governance with one weekly governance call	X	X
	Client PM, Super Users and Power Users complete required training		X
	Provide data in required templates provided by Magnisol		X
	Create CONFIG environment with data provided in required templates	X	
	Document integration and data conversion requirements, as appropriate	X	X
	Provide access to pre-production environments. Included as standard are two (2) pre-production environments: (1) CONFIG (accessible by Magnisol and Client, used for application configuration and testing), and (1) STAGE (accessible by Magnisol and Client, used for solution refinement).	X	
Set	Complete requirements validation and solution design	X	X
	Develop solution design document	X	
	Create Client-specific test cases for user acceptance testing (UAT), and integration testing		X
	Finalize and sign-off on solution design document	X	X
	Complete role-specific training curriculum		X
	Complete configuration of solution and execute Dayforce test cases	X	
	Prepare day in the life scenarios for testing		X
	Execute day in the life scenarios and document feedback		X
	Refine solution based on test/day in the life results vs. requirements, and confirm results with Client	X	
	Execute Client-specific test cases to append to Dayforce test cases for UAT and integration testing and document test results		X
	Complete final data loads and audit for parallel testing and go-live	X	X
	Conduct one (1) comprehensive parallel payroll test and document discrepancies		X
	Address Client's parallel payroll testing results through triage and resolution of Client's documented issues	X	
Go	Complete organizational go-live preparedness activities		X
	Prepare production environment	X	
	Support four (4) live production runs through triage and resolution of Client's documented issues	X	
	Transition Client to Dayforce Customer Support	X	

3.3. Delivery Approach

The high-level approach for delivery is as follows:

- Scheduled discovery sessions
- Configuration within Dayforce
- Testing and auditing of configuration items
- Go-Live adherence as estimated with the project plan.

3.4. Project Dependencies

- Implementation Go-Live per mutually agreed timeline.
- Integrations from third parties

3.5. Sample Timeline

The high-level timeline for this project will be captured within the project plan. The timeline demonstrated below is an example of projected start/finish dates.

Task Health	Status	% Comp...	Task Name	Duration	Start	Finish
Green		0%	Dayforce Implementation - «Customer Name»	45d	03/03/25	11/08/25
Green	Not Started	0%	Ready Stage	5d	03/03/25	03/08/25
Green	Not Started	0%	• Preparation	15d	03/03/25	03/25/25
Green	Not Started	0%	• Governance	2d		
Green	Not Started	0%	• Strategy	5d		
Green	Not Started	0%	• Ready Checkpoint	5d	03/10/25	03/15/25
Green	Not Started	0%	Set Stage	105d	03/10/25	05/13/25
Green	Not Started	0%	• Design & Build	85d	03/10/25	04/29/25
Green	Not Started	0%	• Solution Walkthrough	45d	04/14/25	05/09/25
Green	Not Started	0%	• Testing	9d	04/14/25	05/16/25
Green	Not Started	0%	• UAT and Parallel Kickoff Meeting	5d	06/16/25	06/27/25
Green	Not Started	0%	• Go Live	8d	06/16/25	06/23/25
Green	Not Started	0%	• Set Checkpoint	125d	10B	10B
Green	Not Started	0%	Go Stage	66d	09/01/25	10/31/25
Green	Not Started	0%	• Adoption	60d	09/01/25	09/19/25
Green	Not Started	0%	• Go Checkpoint	65d	11/03/25	11/14/25

3.6. Sample Deliverables

The following table gives a brief description of the major project deliverables associated with this implementation.

Project Phase	Deliverable Description
Stabilization	Preparation for Getting Started Phase of Project Preparation for Data Migration
Start Up	Project Charter Project Plan Getting Started Templates
Core	Data Gathering Workbook for Core
Workforce Management	Data Gathering Workbook for Scheduling Data Gathering Workbook for Time and Attendance - Punch Polices Data Gathering Workbook for Time and Attendance - Pay Polices Data Gathering Workbook for Time and Attendance - Pay Code Groups
Integrations	Export of Hours and Amounts from Timesheets Import of New Hires and Terms, Job Assignment Changes
Testing/Validation	Getting Started templates DIL Workbooks UAT Sign-Off
Final Items	Go/No Go Decision Final Data Load Files Production Environment

4. Key Personnel

The following key personnel have been identified for the delivery of the services as described in this SOW. Upon prior reasonable notice, Magnisol may replace the below mentioned named resources with a similarly qualified resource. Additional resources may be added to ensure quality delivery of the services without a change request where the services will be delivered within the budgetary estimates provided.

Name	Role	Role Level
TBD	Project Manager	Senior Director
Della Gardner	Solutions Oversight, Senior Implementation Consultant	Senior Consultant
Claire Smith	Data Conversion	Consultant
Syed Ali	WFM and Core Consultant	Consultant

5. Fees

5.1. Travel and Expenses

This engagement will not require travel. All work will be performed on a remote basis.

5.2. Fees for Services

The estimated fees for the Time & Materials engagement are below. NOTE: The regular rates have been discounted for this project. Regular rates are described within the Change Order Process.

Role	Rate (USD)	Total Est. hours	Total Est. Cost (USD)
Senior Level Consultant	\$185.00	140	\$ 25,900.00
Project Manager	\$185.00	140	\$ 25,900.00
WFM Implementation Consultant	\$165.00	180	\$ 29,700.00
Data Consultant	\$165.00	90	\$14,850.00
Estimated total		700	\$ 96,350.00

6. Change Order Process

Either Client or Supplier may request a change to the scope or manner of provision of the Services, subject to the following project Change Order process:

- All requested services are submitted in writing by the requesting Party's Client Engagement Manager or Project Manager, here defined as a "Change Order."
- The Change Order will describe at a reasonable level of detail the change, the rationale for the change and the impact the change may have on the Services.
- Any Change Order quote would need to be agreed and confirmed by the Client based on the requirements and scope.
- Change Orders will be performed on a Time & Materials Basis.
- Change Orders performed on a Time & Materials Basis will be charged in accordance with the following rate card, where they require the services of the following.

Rate Card

The below rate card will be applied for any associated Change Order request:

Roles (Regular Rates)	Hourly Rate (USD)
Project Manager	\$ 200.00
Senior Implementation Consultant	\$195.00
Implementation Consultant	\$ 185.00

Should Client wish to purchase additional integrations for the Implementation project, the following Fees will apply.

Role	Module	Fee* (USD)
Other exports (ex: HR data, timesheet data, schedule data)	Dayforce Payroll/Time & Attendance	\$4,000.00 (each)
Other imports (ex: timesheet data, schedule data, raw punches)	Dayforce Payroll/Time & Attendance	\$2,500.00 (each)

*Stated Fee assumes a full file integration. Changes-only exports are not included in the stated Fee and will be subject to additional Fees, which can be provided on request. Stated Fees do not apply to inbound HR/Employee data integrations. HR/Employee data integrations will be subject to additional Fees, which can be provided upon request.

The time and materials fee are subject to a 3% annual increase.

Beyond Corporate Purpose: Elephants, Rhinos & People ('ERP')

Our Group operates under a hybrid business model in terms of which we fund and run an in-house non-profit, so that we go 'Beyond Corporate Purpose' in our day-to-day activities. Rather than implementing a traditional corporate social responsibility program and simply donating funds to charities, with 'Beyond Corporate Purpose' we operate a professionalized, institutional non-profit delivery capability, the primary focus of which is the protection and conservation of Elephants and Rhinos in the wild, through an unusual strategy based on the economic upliftment of impoverished rural People in areas adjacent to the threatened species, or another definition of 'ERP', if you will.



Should we be successful in winning this engagement, we will channel 1% (one percent) of our net revenues deriving therefrom, to ERP projects. You would be able to choose from a range of projects towards which the funds would be directed, and our ERP staff will provide you with ongoing monitoring and evaluation, and reporting, at your election. Please note that the monies do not constitute an elective add-on to our fees but would rather be taken out of our revenues.

Please visit www.erp.ngo for examples of our current initiatives and interventions.