



Prevailing Wage Data Conversion Service Agreement

This document sets forth the terms and conditions of an Agreement for employer construction data file conversion and other optional data services to be provided by LaborKey Corporation ("LaborKey") to the labor union office inserted within clause 1 below ("Licensee"). When signed by both an officer of LaborKey and a representative of Licensee, this Agreement will constitute our formal written Agreement to the following terms and conditions.

This Agreement was prepared to facilitate the preparation of data for state prevailing wage reporting and federal Davis-Bacon surveys; however, the terms of this Agreement may be applied to any category of employer construction data conversion for any purpose.

(1) LICENSEE ACCOUNT INFORMATION

ACCOUNT CONTACT ★ _____

ORGANIZATION NAME ★ _____

eMAIL ADDRESS ★ _____

PHONE & EXTENSION _____ FAX _____

BILLING ADDRESS ★ _____

BILLING CITY/ST/ZIP ★ _____

★ *These items are required.*

(2) MINIMUM PERIOD, TERMINATION AND REACTIVATION OF SERVICE

There is no minimum period of service, because there are no monthly fees for data conversion services. All data conversion service fees shall be incidental in nature and accrue only when Licensee arranges for LaborKey to provide data conversion service. This Agreement shall remain in effect indefinitely until Licensee discontinues service by sending notice of termination to LaborKey by email, mail or fax. Upon service termination LaborKey shall immediately delete and destroy all copies of employer construction data provided by or processed for Licensee. Reactivation of service shall only require a new signed Agreement.

(3) DATA SERVICES AND SERVICE FEES

a. LaborKey shall provide the data services listed below when requested by Licensee and agreed to by LaborKey.

i. Semi-automatic file conversion script setup per employer file format: **\$200 / file format**

A single employer file conversion script may be used to convert data for multiple employers when more than one employer provides file formats which are identical. An employer file format can remain unchanged for only a few months or for multiple years. The semi-automatic file conversion script setup will need to be repeated and the \$200 script setup fee will be applied whenever there is a significant change to an employer file format causing a new semi-automatic file conversion script to be required to convert the employer construction data. The file conversion script processing results will be inconsistent and not fully reliable as employer file formats change or as employers choose to add or remove or change construction data, such as new or altered payroll deduction line items. For this reason LaborKey shall administrate the scripted processing and always follow validation protocols to verify the success of the employer file data conversions. LaborKey may review an employer file format and determine that the file format structure is not suitable for semi-automatic file conversion. As additional technologies or new file conversion strategies become known, employer file formats previously deemed to be unsuitable for semi-automatic file conversion may later be deemed suitable for automation.

ii. Conversion of employer files with semi-automatic scripts: **\$50 / 100 file pages**

Multiple employer files of the same format from a single employer processed with a single semi-automatic file conversion script during a single calendar day shall be considered a single data conversion job for the purposes of this semi-automatic conversion service and the \$50 fee per 100 employer file pages calculus shall be applied universally to the entire job and not separately to the individual employer files of the same format from the single employer. Each distinct combination of employer and employer file format processed on a single calendar day shall be considered a distinct data job for the purposes of this specific service. The successful conversion of 1 to 100 file pages within a distinct data job shall be billed at \$50. The successful conversion of 101 to 200 file pages within a distinct data job shall be billed at \$100.

iii. Conversion of any file by highly skilled technicians: **\$1.40 / worker listing; \$50 minimum**

We offer data file conversion for ANY file format including hand written or poor quality scanned image files. A worker listing shall be defined as a unique combination of (1) construction project, (2) construction contractor/employer, (3) worker name and (4) construction work date. Only worker listings associated with the trade or craft represented or supported by Licensee shall be converted and billed. All types of workers including apprentices and pre-apprentices shall be converted and billed, especially since the designation of worker class or type or status is often unclear and may need to be validated or assigned at a later time. The minimum fee of \$50 shall apply collectively to all employer files from a single employer within a single employer file batch, without regard to the

employer file format. The minimum fee of \$50 shall apply to each employer, but not to each employer file.

We work with an ultra-progressive pro-union team in Denver Colorado lead by Heidi Silwamba. We trust this team because of longstanding relationships and because of Heidi's incredible attention to detail and her level of perfection which is very rare. We maintain signed non-disclosure and data confidentiality agreements which include terms which require (1) that only personnel who are at least eighteen years of age be permitted to convert construction data or employee data provided by union contractors or labor union locals or councils, (2) that files including employee social security numbers be converted only by Heidi or directly under Heidi's supervision without transmission of such data to a third location, (3) that social security numbers be discarded and excluded from converted data, (4) that all original source files be deleted or destroyed upon completion of file conversions and all converted and prepared files be deleted or destroyed within 90 days following the completion of file conversions or at any time upon request by Licensee and (5) that all data from completed file conversion jobs be stored on a single machine which requires a secure log-in password for file access.

b. LaborKey shall provide training on the application of converted data to the Licensee's implementation of the WageKey database at no cost. LaborKey shall not charge additional fees to assist with the application of converted data to the Licensee's implementation of the WageKey database.

(4) TERMS OF PAYMENT

a. By signing this Agreement, Licensee agrees to the following payment terms.

b. Licensee agrees to pay the service fees listed above in clause 3 as they are billed on monthly invoices which are submitted to the Licensee the business day nearest the tenth day of each calendar month either by U.S Postal service or email, per the expressed preference of Licensee.

c. Licensee accepts all payment terms on this account as billed by LaborKey, and Licensee agrees to make timely payment in compliance with such terms. Current terms are payment in full within 25 days of invoice date, with an additional grace period of 10 days after which late fees may accrue if payment problems persist.

d. Licensee agrees to pay LaborKey a 5%, or lower if required by law, late fee penalty per month for each month payment is late or insufficient according to payment terms specified hereinabove. LaborKey may choose to waive this penalty fee.

(5) DATA PRIVACY AND PROTECTION

LaborKey shall only process construction data files or employee data files provided by union contractors or labor union locals or councils on systems protected with levels of security which prevent unauthorized persons from accessing these data files. LaborKey shall maintain data files for up to 90 days, and the data files shall only be used to support Licensee if and when Licensee

shall request or require additional assistance with data files. Any files provided by Licensee in the possession of LaborKey shall be and forever remain exclusively the property of Licensee.

(6) CONFIDENTIALITY

a. Confidential Information shall be defined as all information provided to LaborKey by Licensee, including but not limited to employer construction data and reports, state prevailing wage and federal Davis-Bacon data collection and reporting methods and strategies, state prevailing wage reports and federal Davis-Bacon surveys and all other data pertaining to union signatories, union members, collective bargaining agreements and union wage and fringe pay scales.

b. Each of LaborKey and Licensee agree that it will not, during the term of this Agreement and without regard to when or for what reason this Agreement shall terminate, disclose to any other person or entity any Confidential Information received from the other, except as strictly necessary (1) in connection with its performance under this Agreement, (2) in connection with any pending action related to this Agreement, or (3) as required by a court of competent jurisdiction. Notwithstanding the provisions of this clause 6, the parties may disclose Confidential Information to their respective affiliates, accountants, attorneys, and other similar professional advisors with a need to know such information as long as the entity or person to which Confidential Information is disclosed is subject to obligations of confidentiality with the same effect as those specified in this clause 6. Notwithstanding the foregoing, LaborKey and any independent contractors which it uses to support the data services provided under this Agreement may exchange information in connection with this Agreement so long as such independent contractors are subject to obligations of confidentiality.

(7) LIMITED WARRANTY AND DISCLAIMER OF WARRANTY

a. LaborKey makes no representation or warranty that the data services provided under this Agreement shall be "error-free", or meet any Licensee representative's particular standards, requirements, or needs. Should the data services provided under this Agreement yield errors, LaborKey will address the verified errors in an appropriate manner so as to correct the errors.

b. This warranty is a limited warranty and it is the only warranty made by LaborKey. To the maximum extent permitted by applicable law, LaborKey disclaims all other warranties and conditions, either expressed or implied, including but not limited to, implied warranties of fitness for a particular purpose, title, and non-infringement, with regard to the data services provided under this Agreement, and the provision of or failure to provide adequate data service support. Some states/jurisdictions do not allow exclusions of an implied warranty, so the disclaimer may not apply to Licensee and Licensee may have other legal rights.

(8) LIMITATION OF LIABILITY

Under no circumstances, except in the case of LaborKey's willful misconduct, and under no legal theory, tort, contract, or otherwise, shall LaborKey, its related companies, or its suppliers be liable to Licensee or any other person or entity for any indirect, special, incidental, or consequential damages of any character (including, without limitation, damages of data,

damages for loss of goodwill, work stoppage, loss of profit, computer failure or malfunction, U.S. Post Office charges, other third party data processing fees, or any and all other commercial damages or pecuniary losses) arising out of the use of or inability to use the data services provided under this Agreement. Except in the case of LaborKey's willful misconduct, in no event will LaborKey's liability for any damages to Licensee and any other party exceed the total of the preceding 12 months of paid data service fees under this Agreement (specific to Licensee in question) regardless of the form of the claim, even if LaborKey shall have been informed of the possibility of such damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation may not apply to Licensee.

(9) MISCELLANEOUS

a. If any provision of this Agreement is found void or unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and the remainder will remain valid and enforceable according to its terms. If any remedy provided is determined to have failed to meet its intended purpose, all limitations of liability and exclusions of damages as described in clauses 7 and 8 above shall remain in effect.

b. This Agreement shall be governed by, interpreted, and construed under Minnesota law as such law applies to agreements entered into and to be performed within Minnesota, except as governed by United States federal law.

c. LaborKey reserves all other rights and restrictions not specifically granted in this Agreement.

(10) ACCEPTANCE

The persons whose signatures appear below are authorized to submit this Agreement for LaborKey and Licensee, and to bind the parties to its terms and conditions.

LABORKEY REPRESENTATIVE _____

SIGNATURE _____ DATE _____

LICENSEE REPRESENTATIVE _____

REPRESENTATIVE'S TITLE _____

SIGNATURE _____ DATE _____