

# DATA RETENTION POLICY

## Definitions:

1. “Customer” shall mean the party purchasing SaaS Service pursuant to the agreement for SaaS Services by and between WFS and such party.
2. “Customer Data” shall mean any content, materials, data, and information provided by the Customer to WFS in the course of using the SaaS Service.
3. “SaaS Service(s)” means the WFS software-as-a-service platform, together with updates and upgrades thereto, and related services including maintenance and support, to which Customer is provided use and access rights in accordance with the agreement by and between the parties therefor.
4. “Schedule” means one or more written orders setting forth the SaaS Services to be delivered to the Customer, which is signed by both WFS and the Customer and which references the Agreement.
5. “Service Term” means the term of the SaaS Service purchased by the Customer, as set forth in a Schedule.
6. “WFS” shall mean the applicable WorkForce Software entity contracting with the applicable Customer.

Unless otherwise agreed per below, WFS will retain only three (3) years of Customer Data in the SaaS Services environment during the Service Term. Customer Data that is older than the configured retention setting in the SaaS Service will be automatically removed on a daily basis by the SaaS Service. If a retention setting is not configured in the SaaS Service, the Customer will be notified ninety (90) days prior to any manual data purge operation. If the Customer does not confirm acceptance of the data purge prior to the end of the ninety (90) days, WFS shall not purge the data and shall instead charge the Customer data storage fees according to this policy on a monthly basis, to be invoiced monthly in arrears, until Customer provides thirty (30) days’ prior written notice to purge the retained data. Options for customers who desire to retain their historical data are listed below:

1. Customers may request from WFS a free annual copy of their Customer Data, provided as an Oracle database backup. Additional backups can be provided for a fee. The Customer may download the copy via SFTP.
2. Customers may elect to have WFS retain its Customer Data online in the SaaS Services environment during the Service Term for longer than three (3) years for an incremental five percent (5%) per year of their annual SaaS Services fee by executing a Schedule therefor. For example, for years 1 to 3 the cost to the Customer to store all Customer Data is included in the standard SaaS Services fees. For each subsequent year the Customer will pay an incremental five percent (5%) per year. Therefore, a customer for which WFS retains 7 years of data will pay an additional 5% for year 4, 10% for year 5, 15% for year 6, and 20% for year 7 over its standard SaaS Services fee.