



ORDER FORM

Client Order No.: **Q-209243**
Generation Date: **May 13, 2025**
Offer Expiration: **July 31, 2025**
Service Term Length (from Subscription Start Date): **60 Months**
Territory: **United States**
Currency: **USD**

Client Information			
Client Name County Of Alachua		the "Client"	
Service Contact Johnathan Criswell	Phone No.	e-mail JCriswell@alachuacounty.us	
Billing Street Address 12 Se 1st St	City Gainesville	State/Province FL	Zip/Postal Code 32601

Estimated Recurring Fees	Frequency	Product Type	Unit of Measure	Unit Price	Quantity	Price
Dayforce Subscription Fee*	Monthly	Subscription	Per Employee	\$18.70	1,599	\$29,901.30
Dayforce Exception Group - Paid & Not Using WFM	Monthly	Subscription	Per Employee	\$17.52	1	\$17.52

Estimated One-Time Fees	Frequency	Product Type	Unit of Measure	Unit Price	Quantity	Price
Dayforce Implementation Fee	One Time	Implementation	Each	\$209,627.00	1	\$209,627.00
Dayforce Block of Hours	One Time	One Time	Each	\$211.50	100	\$21,150.00
Dayforce Custom Go-Live Training - Employee/Manager	One Time	Training	Each	\$19,116.00	1	\$19,116.00
Dayforce Instructor-Led Exclusive Training - (Per Day)	One Time	Training	Each	\$4,144.00	6	\$24,864.00
Dayforce Training Consulting - Virtual	One Time	Training	Each	\$275.00	48	\$13,200.00

Summary of Estimated Annual Totals	Total
Estimated Total Recurring Fees	\$359,025.84 - \$380,906
Estimated Total One Time Fees	\$287,957.00

• **The Parties further acknowledge and agree that the following Service Particulars attached hereto shall apply (rather than the online equivalent Service Particulars):**

- **Dayforce-General Terms**
- **Dayforce-Payroll Terms**
- **Dayforce-Ancillary Services Terms**

*Included in the Dayforce Subscription Fee:

Software Services:

- Dayforce Platform
- Dayforce Human Resources
- Dayforce Payroll
- Dayforce Benefits
- Dayforce ACA Management
- Dayforce Benefits Intelligence
- Dayforce Time and Attendance
- Dayforce Wallet (United States)
- Dayforce Co-Pilot
- Dayforce Advanced Experience Hub
- Dayforce Reporting and Analytics
 - Dayforce People Analytics
- Dayforce Document Management
- Dayforce Compensation Management
- Dayforce Performance Management
- Dayforce Recruiting
- Dayforce Onboarding
- Dayforce Engagement
- Dayforce Training Portal Package

Phase 1

As of the Subscription Start Date, the Dayforce Subscription Fee for Software Services shall bill at unit price of \$17.52 per Employee for the following modules (subject to the

Modified Terms below):

- Dayforce Platform
- Dayforce Human Resources
- Dayforce Payroll
- Dayforce Benefits
- Dayforce ACA Management
- Dayforce Benefits Intelligence
- Dayforce Time and Attendance
- Dayforce Wallet (United States)
- Dayforce Co-Pilot
- Dayforce Advanced Experience Hub
- Dayforce Reporting and Analytics

- Dayforce People Analytics
- Dayforce Document Management
- Dayforce Compensation Management
- Dayforce Performance Management
- Dayforce Recruiting
- Dayforce Onboarding
- Dayforce Training Portal Package

Phase 2

As of July 1, 2027, the Dayforce Subscription Fee shall bill at a unit price \$1.18 per Employee for the following modules (subject to the Modified Terms below):

- Dayforce Engagement

Access to the Subscribed Modules/Services will be delayed until the above-stated date.

For the avoidance of any doubt, the total for the Dayforce Subscription Fee after Phase 2 is complete is \$18.70, as identified above.

The Dayforce Subscription Fee includes two (2) Federal (per entity) ID, State, and Local Tax Filing ID

Each additional Federal Tax Filing ID will be charged at a price of \$55.00

Each additional State Tax Filing ID will be charged at a price of \$10.00

Each additional Local Tax Filing ID will be charged at a price of \$10.00

Prices are exclusive of all Taxes. Goods and/or materials, if any, shipped Delivered At Place (DAP).

Dayforce Wallet - On-Demand Pay will be deployed in the United States and/or Canada.

Dayforce Exception Group – Paid & Not Using WFM - On the basis that for a subset of Client's total Number of Employees (the "Exception Group") Client accesses only the Subscribed Module of Dayforce Payroll in United States (1 employee); Dayforce agrees to charge Client a separate subscription Recurring Fee at a reduced rate (as set forth herein) specific to the Exception Group and their limited functionality. This separate Recurring Fee will be calculated and billed based on the number of users in the Exception Group (initial estimate stated above). The Exception Group is not subject to, nor will it be included for the purposes of calculating the Minimum Monthly Employee Count. Should the number of users in the Exception Group change substantially over time, or should the use of the Software change from what is contemplated herein, Dayforce reserves the right to review and adjust the Fees being charged on an ongoing basis.

This Order Form, and the attached SOW(s), is entered into between Client and the Dayforce entity that has signed below, and is governed by the terms of the Master Services Agreement, attached hereto (the "MSA"). Capitalized terms used and not otherwise defined in the Order Form, SOW(s), or any document found at <https://clientcontractportal.dayforce.com> have the meaning set forth in the MSA.

In addition to the Fees set forth herein, Client will be charged for ad hoc/ancillary Fees as applicable in accordance with the applicable [Rate Sheet](#). Dayforce may change and/or expand the list of items and/or rate of such items from time to time by publishing a new Rate Sheet on the above site, and such changes shall apply to the Client effective the date of such change.

MODIFIED TERMS

The following sets out changes or additions to one or more of the written documents comprising the Agreement (the "Modified Terms"), as referenced in this Order Form (the "Standard Terms"). In the case of any conflict between the Standard Terms and the Modified Terms, the Modified Terms shall govern, but only with respect to the particular Services and/or Territory to which the Modified Terms relate. All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to them in the Standard Terms. In accordance with the foregoing, Dayforce and Client hereby agree as follows:

1. County will make payment to Contractor of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
2. Section 4.6 of the Dayforce General Terms is hereby deleted and replaced with the following:

4.6 Annual Fee Increase. Dayforce shall not increase the Service Fees during the first three (3) years of the initial Service Term. Beginning on the third anniversary of the Initial Term, Service Fees will be subject to annual increases of three% (3%) for the remaining two (2) years of the Initial Term. Thereafter, unless the Parties enter into a renewal amendment and agree otherwise therein, Service Fees will be subject to annual increases in an amount not to exceed the annual increase in the Annual Inflation Index for the respective billing currency, the first such increase to be calculated and effective on the fifth anniversary of the Subscription Start Date. If the annual increase calculation results in an increase amount of zero or less, then no Fee increase shall apply for the next annual cycle.

3. Section 7 of the MSA is hereby deleted and replaced with the following:

Section 7. Qualifications. By executing this Agreement, DAYFORCE makes the following representations to County:

- a. DAYFORCE is qualified to provide the Services as described herein and will maintain all certifications, permits and licenses necessary for Dayforce to operate its business during the term of this Agreement.
- b. DAYFORCE will perform the Services with the skill and care which would be exercised by a qualified professional performing similar services. If failure to meet these standards results in a material deficiency in the Services, DAYFORCE will, at his/her own cost and expense, re-do the Services to correct the deficiency.
- c. DAYFORCE will coordinate, cooperate, and work with any other consultants and contractors retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining other professionals for similar or same Services or from independently performing the Services provided under this Agreement on its own.

The express and limited terms, representations and warranties provided in the Agreement (including in the Software Functionality and Global Use Guide, when applicable) comprise all of the representations and warranties made with respect to the Services, products, Intellectual Property and other items provided, furnished, licensed, leased or otherwise made available or performed to Client by Dayforce pursuant to or in relation to the Agreement. Any further or other warranties or conditions, whether express or implied, contractual or statutory, including any implied warranties or merchantability or fitness for a particular purpose, are expressly excluded to the extent permitted by law.

4. A new Section 13.15 is added to the MSA:

13.15 Permits. DAYFORCE will obtain, maintain, and pay for all necessary permits, permit application fees, licenses or any fees required for Dayforce to operate its business.

5. A new Section 13.16 is added to the MSA:

13.16. Alachua County Minimum Wage. If, as determined by County, the Services to be performed under this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, DAYFORCE shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. The County shall not be deemed a necessary, or indispensable, party in any litigation between DAYFORCE and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$18.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour

\$20.00 per hour without health benefits

If applicable to the Services under this Agreement and to DAYFORCE, failure to comply with the provisions of the Wage Ordinance may be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes. Should this section be or become invalid or unenforceable during the term of this Agreement, then such will be severed from this Agreement, and this shall not affect the other sections and remaining terms and conditions of this Agreement.

6. Section 3 of the Dayforce Master Services Agreement is hereby amended to include the following Sections 3.2.7, 3.2.8, and 3.2.9:

3.2.6 Termination for Convenience: County may terminate the Agreement without cause by providing written notice of termination for convenience to the DAYFORCE not less than 12 months before the desired termination date. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, DAYFORCE will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the DAYFORCE. In the event of termination, Dayforce's recovery against County shall be equal to the Early Termination Fee stated in the Dayforce General Terms. .

3.2.7 Termination for Unavailability of Funding: If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to DAYFORCE. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the DAYFORCE.

3.2.8 Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, DAYFORCE will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by DAYFORCE in performing this Agreement, whether completed or in draft at County's sole expense.

7. The following is added as a new section 8.3 of the MSA:

8.3. General Indemnity. Subject at all times to sections 8.1 and 8.2 above, Dayforce (the "Indemnifying Party") will indemnify, defend, and hold Client (the "Indemnified Party") and its Affiliates and the officers, directors, employees, agents and contractors harmless from and against all claims by a third party arising as a result of: a) Dayforce's negligence; b) Dayforce's breach of any obligation under this Agreement regarding Personal Data, privacy or security, or (c) Dayforce's breach of any applicable laws; unless such Claims are the direct result of the actions, inactions or negligence of the Indemnified Party (the "Indemnified Claim"). The Indemnified Party shall give prompt written notice to the Indemnifying Party of the commencement of any Indemnified Claim for which indemnification is sought and shall give Indemnifying Party full opportunity to defend the same. The Indemnifying Party will have full control of the defense and settlement of any and all such actions, at its sole cost and expense, provided however that the Indemnified Party shall be entitled to be represented by counsel of its own choosing (but at its own cost) and further provided that any defense, settlement or compromise of such action shall not result in any admission by the Indemnified Party of any liability for which the Indemnified Party is not fully indemnified for hereunder. The Indemnified Party will cooperate fully with the Indemnifying Party, but at the sole expense of the Indemnifying Party, in defense of any such action. The Indemnifying Party and the Indemnified Party shall co-operate fully with each other with respect to any such action, and shall keep each other fully advised with respect to that action (including, subject to solicitor-client confidentiality, supplying copies of all relevant documentation promptly as it becomes available). Upon request from the Indemnifying Party, the Indemnified Party will negotiate a common interest agreement, or similar document, to attempt to preserve privilege and to allow the Indemnifying Party access to documents or other information of the Indemnified Party that might be subject to solicitor-client confidentiality. The Indemnified Party may not settle any such action without the Indemnifying Party's consent (which consent shall not be unreasonably withheld or delayed), unless there is a reasonable possibility that such action may materially and adversely affect the Indemnified Party's business and where the Indemnifying Party has not responded to or cooperated with the Indemnified Party, in which case the Indemnified Party shall have the right, after notifying the Indemnifying Party, to negotiate, settle, compromise or pay such Indemnified Claim without prejudice to its rights of indemnification hereunder.

Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

8. A new Section 1317 is added to the MSA:

- 13.17. **Public Records.** In accordance with §119.0701, Florida Statutes, DAYFORCE, *when acting on behalf of the County*, shall as required by Florida law (but subject at all times to the Dayforce Data Processing Addendum):

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if DAYFORCE does not transfer the records to the County.
4. Upon completion of the Agreement, make available, at no cost, to the County (for the County to obtain) all public records in possession of DAYFORCE. If DAYFORCE transfers all public records to the County upon completion of the Agreement, DAYFORCE shall destroy any duplicate public records within ninety (90) days of termination that are exempt or confidential and exempt from public records disclosure requirements.

9. A new Section 13.18 is added to the MSA:

13.18. Insurance. At all times during the performance of Services hereunder, Dayforce shall keep in full force and effect and maintain, at no additional cost to Client, the following policies of insurance:

- (A) Commercial General Liability Insurance (including coverage for independent contractors, personal or bodily injury (including death), products liability, premises/operations, completed operations, contractual liability, and broad form property damage) with combined single limits of not less than one million dollars (\$1,000,000.00) per occurrence with additional coverage under an excess liability policy of three million dollars (\$3,000,000.00) per occurrence;
- (B) Commercial Umbrella/Excess Liability Insurance (excess over the Employers Liability, General Liability and Automobile Liability) in the amount of not less than Five Million Dollars (\$5,000,000) each occurrence/aggregate.
- (C) Workers' Compensation Insurance (in compliance with, provincial, State and Federal laws) covering all of Dayforce's employees engaged in the performance of Services hereunder, and Employers' Liability Insurance with a limit as required by Statute in every state and province where Dayforce maintains completed operations or employees;
- (D) Professional Liability and Errors and Omissions Liability Insurance (which includes Privacy/Network/Cyber Security coverage) covering acts, errors, and omissions, arising out of Dayforce's operations or Services in an amount not less than five million dollars (\$5,000,000.00) per claim; and
- (E) Crime Insurance (including Employee Dishonesty, and Computer Fraud Coverage) covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Dayforce's personnel, acting alone or with others, with a limit of not less than five million dollars (\$5,000,000.00) per claim.

All policies/coverages required of Dayforce by this Agreement shall be written by insurance carriers with a minimum A.M. Best rating of A- or better. If an umbrella or excess liability policy is used to satisfy any required coverage, such policy shall be at least "Follow Form" with the requirements and shall not limit the coverage of any other policies used to provide coverage under this Agreement. Dayforce will provide Client with evidence of coverage upon Client's written request. Dayforce shall name the Client as an additional insured under its Commercial General Liability policy.

10. Section 10 of the MSA is deleted and replaced with the following:

10 Notice. Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To DAYFORCE:

DAYFORCE US, INC
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

To County:

Alachua County Human Resources Department
Attn: Human Resources Manager
12 SE 1st Street
Gainesville, Florida 32601
hakpan@alachuacounty.us

cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us
Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

11. A new Section 13.20 is added to the MSA:

13.20 Auditing Rights and Information. County reserves the right to require the DAYFORCE to submit to an audit, by any auditor of the County's choosing. DAYFORCE shall provide access to all of its records (to the extent that the SSAE16 or other third party audit reports Dayforce makes available to its Clients generally are not sufficient evidence of such for Client's purposes, acting reasonably), which relate directly or indirectly to this Agreement at its place of business during regular business hours. DAYFORCE shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. DAYFORCE agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the DAYFORCE to the County, DAYFORCE shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount. Any adjustments or payments which must be made as a result of any such audit or inspection of the DAYFORCE's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, DAYFORCE shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of DAYFORCE. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to DAYFORCE whether under this Agreement and any other agreement between DAYFORCE and County. If such amounts owed to DAYFORCE are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then DAYFORCE hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to DAYFORCE. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

12. A new Section 13.22 is added to the MSA:

13.22 Laws & Regulations. DAYFORCE will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the conduct of its business. DAYFORCE is presumed to be familiar with all such laws, ordinances, regulations, and rules that may in any way affect its conduct of business. If DAYFORCE is not familiar with laws, ordinances, rules and regulations, DAYFORCE remains liable for any violation and all subsequent damages, penalties, or fines in accordance with the above.

13. Section 13.1 of the MSA is deleted and replaced with the following:

13.1 Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

14. A new Section 13.24 is added to the MSA:

13.24 Human Trafficking Affidavit Of No Coercion For Labor Or Services. Section 787.06(13), Florida Statutes requires any governmental entity, which includes "district", when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) 1-72 and 787.06(2)(e)3, Florida Statutes. DAYFORCE will certify this understanding and obligation, through the completion of the No Coercion for Labor or Services Affidavit, attached hereto and incorporated herein as Exhibit 7.

15. A new Section 13.25 is added to the MSA:

13.25 Contracting With Entities Of Foreign Countries Of Concern Prohibited. Section 287.138, Florida Statutes, prohibits any governmental entity, which includes "district", from contracting with entities of foreign countries of concern if the contract provides the vendor with access to an individual's personal identifying information and: the entity is owned by the government of a foreign country of concern; the government of a foreign country of concern has a controlling interest in the entity; or the entity is organized under the laws of or has its principal place of business in a foreign country of concern. The statute identifies foreign countries of concern as: The People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic does not have a controlling interest in the Supplier. The DAYFORCE will certify this understanding, obligation, through the completion of the Foreign Country of Concern Affidavit, attached hereto and incorporated herein as Exhibit 8.

16. Fifty percent (50%) of the Dayforce Subscription Fee for Software Services for Phase 1 (including the Dayforce Exception Group) will be invoiced and payable each month until July 1, 2026. Thereafter, Client will be invoiced for the full Dayforce Subscription Fee for Software Services for Phase 1 and Dayforce Exception Group - Paid & Not Using WFM.

17. The Parties agree that access to the Subscribed Modules and Services purchased herein for Phase 2 will be delayed until July 1, 2027. Accordingly, the monthly Recurring Fees for the Dayforce Subscription Fee for Software Services will not be invoiced or payable until such time.

Except as modified herein, the terms of the Agreement will remain in full force and effect, unamended.

Client acknowledges having read and understood all terms of the Order Form, MSA, Service Particulars and, if applicable, SOW and Rate Sheet, all of which form an integral part of the Agreement between Dayforce and Client.

Dayforce Services US LLC.

Per: *Kyle Berg*

37386E535EE741F...

Printed Name: kyle Berg

Title: Account Executive Public Sector

Date: 6/9/2025

I have the authority to bind the corporation

In respect of the Advance Repayment Agreement applicable to
Dayforce Wallet Services in the United States:

Dayforce Licensing LLC

Per: *Kyle Berg*

37386E535EE741F...

Printed Name: kyle Berg

Title: Account Executive Public Sector

Date: 6/9/2025

I have the authority to bind the corporation

County Of Alachua

Per:

Printed Name:

Title:

Date:

I have the authority to bind the corporation/partnership

Approved as to Form

Alachua County
Attorney



**ATTACHMENT TO ORDER FORM
STATEMENT OF WORK
IMPLEMENTATION SERVICES FOR DAYFORCE**

CLIENT INFORMATION	
Client Name County Of Alachua	the "Client"

This is the implementation SOW for Dayforce as contemplated in the Order Form made between Dayforce and Client. This SOW sets forth the details for the implementation Services and/or deliverables (the "Implementation Services") to be provided in respect of the Subscribed Modules and those Services described in the attached Order Form. Capitalized terms not defined in this SOW shall have the meanings ascribed to them in the MSA.

Dayforce's obligation to deliver the Implementation Services for the One Time Fees stated in the Order Form will survive for twelve (12) months from project kickoff. Should the project exceed twelve (12) months for any reason not the fault of Dayforce, Dayforce reserves the right to revisit the scope and/or the One Time Fees associated with the Implementation Services.

The Parties shall mutually agree during implementation to an anticipated Go Live Date. It is understood and agreed by the Parties that the Implementation Services are delivered in a very iterative and collaborative process and require regular and timely Client Data input, involvement and feedback (as requested by Dayforce). The Parties acknowledge and agree with the importance of using commercially reasonable efforts to achieve the respective timelines, and Dayforce will advise Client as soon as possible if any action or omission on the part of Client is delaying Dayforce's ability to perform the Implementation Services and may impact the anticipated Go Live Date (and Client shall not be entitled to any compensation or relief for loss resulting from a failure to meet such estimated timeframes).

1. Executive Summary

Client has engaged Dayforce to implement and provide education and training for the following bundled Subscribed Modules:

- Dayforce Platform (Phase 1)
- Dayforce Human Resources(Phase 1)
- Dayforce Payroll(Phase 1)
- Dayforce Benefits (Phase 1)
- Dayforce ACA Management (Phase 1)
- Dayforce Benefits Intelligence (Phase 1)
- Dayforce Time and Attendance (Phase 1)
- Dayforce Wallet (Phase 1)
- Dayforce Co-Pilot (Phase 1)
- Dayforce Document Management (Phase 1)
- Dayforce Recruiting(Phase 1)
- Dayforce Onboarding(Phase 1)
- Dayforce Compensation Management (Phase 1)
- Dayforce Performance Management (Phase 1)
- Dayforce Engagement (Phase 2)
- Dayforce Reporting and Analytics (Phase 1)
 - Dayforce People Analytics

For the following population with up to 3 union(s) across all Territories:

- 1,600 Employees in the United States

2. Implementation Methodology and Fixed Fee Basis

Dayforce determines the scope of work, timelines and fixed Fees for Implementation Services on the basis that:

- The project will be delivered continuously across 2 phases in accordance with the project plan;
- There will be adherence to Dayforce's Dayforce Project methodology and tooling, as described in this Section 2;
- There will be appropriate resource coverage and commitment to execute the planned activities, as described in Section 3;
- The Services will be delivered to fulfill the Dayforce functionality as defined in Section 4.

Any delays or phased rollout may impact the One Time Fees and could result in a complete work stoppage until resources can be reassigned.

The tasks, duties, responsibilities, and deliverables to be provided by Dayforce 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.

		Primary Responsibility	
Stage	High-Level Task	Dayforce	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 Dayforce		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.	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 two (2) live production runs through triage and resolution of Client's documented issues	X	
	Transition Client to Dayforce Customer Support	X	

3. Dayforce and Client Roles and Responsibilities

To facilitate the successful delivery of the Implementation Services, Client and Dayforce will ensure the appropriate individuals are assigned and available, as applicable, to fill the following roles with the associated responsibilities. Depending on project scope, not all projects will require separate individuals for all roles and/or responsibilities. Roles and responsibilities by individual will be confirmed and agreed upon by both Parties during the Ready stage.

Dayforce Role / Responsibilities		Client Role / Responsibilities	
Project Sponsor	<ul style="list-style-type: none"> • Provide overall direction and management support for the Implementation team and actively participate in project governance • Allocate named necessary resources prior to project kickoff and adjust as required throughout the project • Participate in executive updates to ensure organizational alignment • Monitor project progress and address project escalations in a timely manner 	Project Sponsor	<ul style="list-style-type: none"> • Provide overall direction and management support for the project team and actively participate in project governance • Allocate named necessary resources prior to project kickoff and adjust as required throughout the project • Participate in executive updates to ensure organizational alignment • Monitor project progress and address project escalations in a timely manner • Make business decisions in a timely manner
Project Manager	<ul style="list-style-type: none"> • Develop, maintain and track progress against the project plan and associated logs (risk log, issues log) • Manage milestone schedule with Client • Manage 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 • Act as a central point of contact for all day-to-day activities • Monitor project scope and lead and manage change control activities • Facilitate Client's access to training 	Project Manager	<ul style="list-style-type: none"> • Participate in development and update of project plan and associated logs (risk log, issues log) • Manage Client project team and third-party resources and deliverables • Facilitate communication between Dayforce, Client and third-party resources • Provide input to project status reports and participate in meetings • Act as a central point of contact for all day-to-day activities from all locations and/or business areas • Represent Client in change control activities • Provide consolidated testing results per Dayforce's methodology and format and per the project schedule • Plan and manage rollout strategy and logistics • Develop and manage the execution of an organizational readiness plan
Implementation Consultant(s)	<ul style="list-style-type: none"> • 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 • Provide implementation best practices to leverage features and functionality • Lead solution design, configuration, quality assurance, review and refinement • Lead and execute required Dayforce testing and share Dayforce testing output with Client • Review Client-specific test cases • Support Client testing, parallel processing and data audit activities through issue triage and resolution of Client documented issues and defects 	Super Users, System Administrators, Power Users, SMEs	<ul style="list-style-type: none"> • Complete project workbooks and other templates provided by Dayforce to capture requirements • Participate in requirements gathering and validation sessions and validate documented requirements for accuracy and completeness • Confirm access to Dayforce Training Portal and training materials • Organize internal participants as required • Validate documentation and configuration outputs and provide sign offs as defined by project plan • Review and approve Dayforce testing outputs with Implementation Consultant(s) • Advise if any requirements have been missed or any test cases are inaccurate • Develop Client-specific test cases

	<ul style="list-style-type: none"> • Provide in-depth product and/or domain knowledge as required throughout the project lifecycle • Participate in solution configuration, QA and refinement 		<ul style="list-style-type: none"> • Execute day in the life scenario testing and document feedback: support Dayforce in solution refinement • Execute UAT testing and document results: support Dayforce in issue triage and resolution • Complete role-specific training at appropriate points in the project lifecycle as documented in the Dayforce Training Portal (DTP) training curriculum • Complete rollout of the solution across the organization • Complete organizational readiness activities • Assume ownership of the configured solution at go-live • Work with Implementation Consultant(s) to complete all required checkpoint milestones and sign offs
Data Consultant(s)	<ul style="list-style-type: none"> • Assist Client through the Getting Started data gathering • Provide guidance around completing the Dayforce data templates 	Super Users, System Administrators, Power Users, Data SMEs	<ul style="list-style-type: none"> • Extract data from source systems and populate initial and subsequent data load templates in Dayforce required format • Extract data from source systems and populate parallel data load templates and final data load templates in Dayforce required format • Ensure accuracy of data from source systems and act as the central point of contact to address data issues in source systems • Assist Dayforce with data mapping
Technical Consultant(s)	<ul style="list-style-type: none"> • Engage with Client and Client's third-party vendors to validate file type, structure and mapping requirements to develop and test exports • Partner with Dayforce Consultant(s) on Dayforce configuration required to support exports • Develop and test exports and document data issues for correction by Client • Migrate Client and third-party vendor approved exports to production environment 	Integration SMEs	<ul style="list-style-type: none"> • Provide contact information for Client's third-party vendors • Participate with Client's third-party vendors in gathering file specifications such as account structure, and file layout • Complete export details tab of project workbooks and other documentation in preparation for exports launch call per project schedule • Engage Client's third-party vendors regarding changes to exports/interfaces • Provide business requirements needed in order for exports to execute successfully • Review and approve file outputs during export testing with Client's third-party vendors and Dayforce Technical Consultant(s), including validation and resolution of data issues
Dayforce Training Services	<ul style="list-style-type: none"> • Provide access to Organizational Readiness Toolkit • Process access to Dayforce Training Portal for all registered Client resources • Schedule and deliver Training Consulting sessions, Client exclusive sessions, and custom training sessions, as purchased 	Org Readiness Lead	<ul style="list-style-type: none"> • Develop and execute organizational readiness plan • Register key project team resources and administrators for access to Dayforce Training Portal • Monitor ongoing progress of training and organizational readiness activities • Develop and deliver training to end users
GL Consultant(s)	<ul style="list-style-type: none"> • Review and discuss business objectives, GL posting requirements and ensure that the org structure aligns with financial requirements • Advise on Dayforce General Ledger best practices to meet Client's business objectives • Propose solution and configuration options to help Client meet business needs • Guide Client through the appropriate order of features to successfully set up the GL • Assist with troubleshooting issues that arise with testing and reconciliation 	GL SMEs	<ul style="list-style-type: none"> • Provide GL posting requirements, file specifications and file delivery requirements • Maintain timely communication with GL Consultant • Complete GL workbook • Complete micro-training as assigned prior to each meeting • Perform Dayforce General Ledger configuration tasks as assigned • Document and communicate test cases and Day in the Life scenarios to confirm successful setup with Client's Payroll Administrator • Review and approve output of test cases for the GL export file
Dayforce Wallet Customer Success Manager	<ul style="list-style-type: none"> • Work with the Dayforce Wallet Sponsor to determine the starting eligible employee population (and future population phased rollout, if applicable) and create any necessary employee groups for configuration settings • Review Dayforce Wallet configuration settings with Client and facilitate Client's election of such settings in the system • Present available resources to promote the Dayforce Wallet benefits to employees and work with Dayforce Wallet Sponsor to execute a plan 	Dayforce Wallet Sponsor	<ul style="list-style-type: none"> • Ensure On-Demand Pay is configured concurrently with regular payroll as described in this SOW • As part of the implementation, work with the Dayforce Wallet Customer Success Manager to determine the eligible employee population at go-live and plans for a phased rollout (if applicable) • Act as champion for Dayforce Wallet within the Client organization, generally communicating benefits of Dayforce Wallet to Employees, either directly or by leveraging Dayforce -issued educational / promotional materials and helping to identify opportunities to engage the employee population in this regard

4. Services, Responsibilities and Deliverables for Implementation of Subscribed Modules and Core Functionality

The components listed below reflect those components and the corresponding scope that are available with respect to the Subscribed Modules listed in the Order Form. Dayforce will provide access to and implement those components indicated below as included. Additional Fees may apply to any additional Implementation Services requested by Client. For greater certainty, where more than one Territory or project phase is in scope, the weekly sessions (where applicable) are intended to include all Client administrators for the applicable Subscribed Module and the sessions will be provided once.

Unless a task, duty, responsibility or deliverable is expressly identified as included below, it is out of scope and will not be provided or performed by Dayforce as part of the Implementation Services. Without limiting the generality of this principle, Dayforce and Client expressly confirm that the following specific items are out of scope:

- Integration to third-party systems other than those identified below;
- Development of Client-specific process maps;
- Development of training materials outside of the learning services specified herein;
- Client resource and/or third-party vendor management.

Component / Base Outcome	Description of Deliverable / Service
Dayforce Platform	
Dayforce Organizational Hierarchy is created	Dayforce will work with Client to create an Organizational Hierarchy, which is a pre-requisite for any Dayforce deployment. Following this activity, Client will manage the Organizational Hierarchy.
Jobs and Job Assignments are created	Dayforce will work with Client to create required Jobs and Job Assignments. This will include assignment of each job to the pertinent FLSA Status, EEO Code, and Workers Compensation Code. Following this activity, Client will manage Jobs and Job Assignments.
Dayforce Roles, which define security permissions that govern access to features and data, are made available for use	Dayforce will work with Client to enable standard Dayforce Roles. Included Roles are Power User, Payroll Admin, HR Admin, Manager, and Employee. Dayforce will also conduct up to four (4) one-hour workshops with Client to review and adjust Roles, as well as provide training on managing the Roles going forward. Following this activity, Client will have access to standard Dayforce Roles, have had an opportunity to customize Roles, and manage Roles.
Client's Global Password Policy is defined	Dayforce 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.
System Access via Single Sign On is enabled	Dayforce will work with Client to configure and enable Single Sign On via Client-managed SAML 2.0 or ADFS Identity Management Solution. Following this activity, Client users will be able to login to Dayforce using Client-managed credentials.
Dayforce System Notifications/Alerts are defined and reviewed	Dayforce will conduct up to two (2) one-hour workshops with Client to review available Alerts/Notifications. Following this activity, Client will manage Alerts and Notification settings.
Dayforce Human Resources	
Dayforce HR Forms and Approval Workflows are defined and available to the appropriate Roles	<p>Dayforce will work with Client to enable standard Dayforce HR Forms for Employees, Managers, and Administrators. Dayforce will conduct up to four (4) one-hour workshops with Client to review and adjust Forms and their assignment to Roles, as well as provide training on managing Form access going forward. Following this activity, Client will have access to standard Dayforce Forms, and manage Form Access.</p> <p>—</p> <p>Dayforce will work with Client to enable standard Dayforce HR Approval Workflows. Included Workflows are "No Approval", "One Level of Approval", and "Two Levels of Approval". Dayforce will conduct up to four (4) one-hour workshops with Client to review and adjust Workflows and their assignment to Forms, as well as provide training on managing Workflows going forward. Following this activity, Client will have access to standard Dayforce Workflows, manage Workflow definitions, and change how Workflows are assigned to Forms.</p>
Dayforce Organizational Hierarchy for HR History is created	Dayforce will work with Client to create an Organizational Hierarchy as defined and documented for historical HR information when Dayforce will become the HR system of record. Historical location(s) and work assignment(s) including setup for jobs, departments, and positions will be stored in an isolated part of the org. Following this activity, Client will manage the Organizational Hierarchy.
Dayforce Letter Management is enabled and available for use	Dayforce will conduct two (2) scheduled weekly sessions to consult on the configuration and utilization of Letter Management. Following this activity, Client will have access to the Letter Management feature and Client will manage Letter Management setup.
Position Management features are made available	Dayforce will enable the position management functionality and appropriate associated workflows and forms. Dayforce will provide import specifications for positions and occupancy to Client and assist with uploading and troubleshooting files. Client is responsible for configuring position management functionality including business units and providing data in appropriate file formats. Following this activity, Client will have access to the Position Management functionality, and Client will manage Position Management.
Dayforce Entitlements and Time Away From Work	
Employee Accruals and Entitlements are automated and Time Away from Work requests are set up	<p>Dayforce will work with Client to review and set up rules for automatic accrual of Time Away balances such as Vacation, Sick, or Personal Days. Following this activity, Entitlement Policies can be assigned to Employees, allowing for automated accrual of Time Away balances.</p> <p>—</p> <p>Dayforce will conduct up to two (2) one-hour workshops with Client to review, set up, and explain Dayforce Time Off policies and Time Away from Work requests, which dictate rules by which Employees can request Time Away from Work. Following this activity, Time Off Policies will be available and assigned to Employees, Time Away from Work request functionality will be enabled, Client will have access to Time Off Policies, and Client will manage Time Off Policies.</p>
Dayforce United States and Canada Payroll	
Payroll Codes and Groupings are created, allowing Client Payroll Administrator to	Dayforce will work with Client to set up Earnings, Deductions, and Memo calculations using pre-defined tax methods, and including configurable limits, declining balances and arrears tracking. Earning and Deduction

calculate and process payroll with appropriate withholdings and taxes	groupings will also be configured. Custom tax methods are not included. Earning and / or Deduction expressions for the purposes of deferred compensation match, union dues, and limit adherence are included. Following this activity, Client may use Earnings and Deductions to calculate payroll results.
Payroll Self Service Forms, Workflows and Guided Processes are setup	Dayforce will work with the Client to set up Payroll specific Administrator, Manager and Employee level Self Service forms and associated workflows and guided processes screens as listed in the product documentation. Following this activity, Client will have the ability to manage and update forms, workflows and processes.
Legal Entities are set up, ensuring Client funding methods and tax remittances are ready when payroll is processed	Dayforce will work with Client to set up Legal Entities (FEIN, CRA#) to ensure proper calculation and remittance of tax filings, including federal, state / provincial, local, and other Employee and employer taxes. Following this activity, payroll taxes and filings may be remitted to the appropriate tax agencies.
Bank Accounts are set up, ensuring Client funding methods are ready when payroll is processed	Dayforce will work with Client to set up bank account(s) that will be used to fund payments for Client's payroll. Employee payment via Dayforce Direct Deposit, Dayforce Check or Dayforce Wallet is included in scope. Following this activity, Client will be ready to fund payroll, when committed.
Deferred Compensation Plans are setup, allowing for Employee contributions, employer matches, and adherence to appropriate contribution limits	Dayforce will work with Client to set up Deferred Compensation plans, including RRSPs, Pension Plans, 401(k) and 403(b), Roth, catch-up and employer matches. Following this activity, Client will be able to setup and assign payroll elections to employees with appropriate deferred compensation rules and matches.
Workers Compensation accounts and rates are set up, allowing for the appropriate deductions to be applied for Workers Compensation insurance	Dayforce will work with Client to set up Workers Compensation accounts, rates, and assignment of rates to the appropriate jobs. Following this activity, the appropriate Workers Compensation insurance premiums will be applied when calculating payroll.
Third Party Payees are set up, providing a mechanism to simplify how deductions/earnings attributed to third parties are managed and paid	Dayforce will work with Client to set up Third Party Payees. Following this activity, Client will be able to assign payees to specific payroll codes, and based on the payee type, have collected funds sent via EFT, have a check provided for the collected funds, or have the collected funds tracked for manual payment.
Year End and Quarter End functions and reports are set up and ready for use, ensuring Client has access to appropriate documents, filings, and reports	Dayforce will work with Client to setup access to Year End features and will conduct a one-hour workshop to review Year End concepts. Following this activity, Client will understand where to access and review Year End documents and filings
	-- Dayforce will work with Client to review quarterly reports via a one-hour workshop which will include a review of Multiple Worksite and EEO-1 reports. Following this activity, Client will configure and run the Multiple Worksite and EEO-1 reports.
Payroll Production Reports are made accessible	Dayforce will work with Client to set up access to standard payroll production reports, ensuring that standard reports for each pay period are saved and accessible for a rolling period of thirty-six (36) months. Following this activity, Client will be able to access reports for all committed pay periods for thirty-six (36) months.
Client is able to pay Non-Employees via Dayforce	Dayforce will work with Client to set up one (1) additional pay group and legal entity for the explicit use of payments to contractors and one (1) additional pay group and legal entity for the explicit use of payments to pensioners. Following this activity, Client will be able to process payments for their contractors and pensioners, if applicable.
Dayforce Wallet, Dayforce Card, and On-Demand Pay functionality is enabled in Dayforce, allowing Client to provide On-Demand Pay options to Employees	Dayforce will work with Client to set up access to Dayforce Wallet functionality, including leveraging the Dayforce Card for direct deposit and for Employees to request earned wages on -demand. Following this activity, Client will be able to define allowable on-demand pay thresholds, Employees may begin registering for Dayforce Wallet and receive their Dayforce Wallet prepaid debit card, and Client may leverage Dayforce Wallet to provide Employees access to earned wages. This will not be implemented on initial implementation project.
Dayforce Benefits	
Client can manage Benefits Plans and Employee Elections via Dayforce Benefits	Dayforce will work with Client to set up benefit plans in Dayforce. Following this activity, Client will manage benefit plans and Employee benefit elections in Dayforce. (US, CA, UK and IRE only)
Benefit Self Service Forms, Workflows and Guided Processes are setup	Dayforce will work with Client to set up Benefit-specific Administrator, Manager and Employee level Self Service forms and associated workflows and guided processes screens as listed in the product documentation. Following this activity, Client will have the ability to manage and update forms, workflows and processes
Employees can enroll in Benefit Plans via Dayforce	Dayforce will work with Client to set up an Annual Open Enrollment process that can be used each year. Following this activity, Client will be able to leverage the defined Open Enrollment process to initiate and manage and Open Enrollment for their employees each year. Note that this activity does not include support during first live enrollment process or any annual rate, plan, or carrier changes
	-- Dayforce will work with Client to set up a New Hire Enrollment process that can be used by employees as they are onboarded. Following this activity, Client will be able to provide an automated New Hire Enrollment process available for all newly hired or rehired employees.
	-- Dayforce will work with Client to set up a Life Event Enrollment process that can be assigned to employees for any other required enrollment. Following this activity, Client will be able to manually assign a Life Event enrollment to an employee as required, allowing them to make changes to their benefit elections.
Automated Life Event enrollment is setup, allowing employees to submit life events in Dayforce	Dayforce will work with Client to setup Life Event forms and workflows and associated HR events to automate the Life Event enrollment process. Following this activity, Client will be able to have employees submit life events via Dayforce, approve the life events, and have the appropriate Life Event enrollment automatically assigned to the employee for completion. (US, CA, UK and IRE only)

Dayforce ACA Management	
Client can measure and manage PPACA eligibility in Dayforce	Dayforce will work with Client to set up PPACA calendars, eligibility rules, and measurement and stability periods. Following this activity, Client may measure PPACA eligibility and ensure that employees who qualify are offered benefits coverage. (US only)
Dayforce Benefits Intelligence	
Employees can leverage Benefits Intelligence to assist them in selecting the benefit options that best suit their needs	Dayforce will work with Client to setup Benefits Intelligence. Following this activity, Client may leverage Benefits Intelligence to provide employees with guidance in selecting benefit options based on their needs. (US only)
Dayforce Time and Attendance	
Employees are able to enter and track their time on Dayforce Timesheets	Dayforce will work with Client to setup time collection concepts, including direct timesheet entry and entry via Dayforce Clock (web clock) and / or Self-Service clocks. Scope includes configuration for In, Out, Meal and Break clock data and supported attestation and waiver concepts. Following this activity, Client will be able to have employees enter time on timesheets and/or enter clock data via Dayforce Clock and Self-Service clocks.
Time and Attendance Self Service Forms, Workflows and Guided Processes are setup	Dayforce will work with the Client to set up Time and Attendance specific Administrator, Manager and Employee level Self Service forms and associated workflows and guided processes screens as listed in the product documentation. Following this activity, Client will have the ability to manage and update forms, workflows and processes.
Dayforce is setup to track Labor Metrics, Dockets, and/or Projects.	Dayforce will work with Client to set up the ability to capture, track, and manage Labor Metrics, Dockets, and / or Project via the Dayforce Timesheet and via clocks. Following this activity, Employees may enter data against required Labor Metrics. Note that should Client want to allow for labor transfers via a clock device, Dayforce Clock Plus, Dayforce Touch, Dayforce Tuff Clock, or Dayforce Clock Pro must be purchased.
Dayforce rule engine is setup to calculate employee gross pay based on entered timesheet data	Dayforce will work with Client to deploy standard pay rules based on jurisdictional compliance standards and will configure additional pay rules based on Client-specific requirements for up to ten (10) unique employee groups. Following this activity, Client may assign Dayforce Pay Policies to Employees to automate gross pay calculation based on timesheet data.
Managers and / or Schedulers can create and post a schedule in Dayforce	Dayforce will conduct three (3) one-hour workshops to review core scheduling concepts, including creation and assignment of shift rotations, and reviewing manual scheduling activities and techniques. Following this activity, Client may create and assign Shift Rotations, create a schedule, post unfilled shifts and post a schedule
	-- Dayforce will work with Client to set up Schedule Compliance rules based on Client-specific requirements. Following this activity, Client will have the ability to assign Schedule Rule policies to Employees, which provide alerts and warnings when building a schedule to facilitate compliance with legislative and company policies.
Employees can trade shifts with each other via Dayforce Self-Service	Dayforce will work with Client to set up Shift Trading features and rules. Following this activity, Employees may post, fill, and swap shifts as per Client- defined rules.
Client can manage and track Employee attendance via a formal point-based system, ensuring company policies and disciplinary procedures are adhered to	Dayforce will work with Client to set up Attendance Tracking features, including calculating attendance points and disciplinary levels as per Client-provided requirements. Following this activity, Client may track and manage attendance and associated disciplinary actions as per Client policies.
Dayforce Co-Pilot	
Dayforce Co-Pilot	Dayforce will enable functionality and conduct up to three (3) one-hour sessions to explain relation between Co-Pilot and Hub and provide best practices. The client is responsible for configuring Co-Pilot functionality including content management.
Dayforce Compensation Management	
Compensation Management features are enabled and set up, allowing for Client Administrators to manage Compensation cycles in Dayforce	Dayforce will conduct up to fifteen (15) scheduled weekly sessions to consult on the configuration and utilization of Compensation Management. Following this activity, Client will have access to Compensation features, and may update Compensation setup. The import of external / historical compensation into the Dayforce Compensation Management module is not included.
	-- Dayforce will work with Client to enable the Salary Benchmarking functionality. Client must provide the necessary salary benchmarking data, adhering to Dayforce provided specifications, and will be responsible for importing the data. Following this activity, Client may include salary benchmarking data as part of the Compensation process to facilitate making compensation allocation decisions
Dayforce Performance Management	
Performance Management features are enabled and set up, allowing for Client Administrators to manage Performance cycles in Dayforce	Dayforce will conduct up to ten (10) scheduled weekly sessions to consult on the configuration and utilization of Performance Management. Following this activity, Client will have access to Performance features, and may update Performance setup. The import of external / historical performance data into the Performance Management module is not included.
Dayforce Document Management	
Document Management feature is enabled and setup, allowing for the storage of various employee and company documents	Dayforce will enable the Document Management feature and will conduct one (1) workshop to provide a walkthrough of Document Management features and document types. Following this activity, Client may define appropriate document types, define security access, and store documents in Dayforce
Without limiting the generality of the agreement between the Parties, Client is solely responsible for ensuring retention of documents is in compliance with all applicable privacy laws.	
Dayforce Onboarding	

Dayforce Onboarding features are made available	Dayforce will conduct ten (10) scheduled weekly sessions to consult on the configuration and utilization of Onboarding. Following this activity, Client will have access to the Onboarding feature, and Client will manage onboarding setup.
Dayforce Recruiting	
Dayforce Recruiting is setup, allowing Client to manage the Job Posting, interview, and hiring process via Dayforce	Dayforce will conduct up to eighteen (18) scheduled weekly sessions to consult on the configuration and utilization of Recruiting. Following this activity, Client will have access to Recruiting features, and may update Recruiting setup. The import of external / historical job requisition data into the Recruiting module is not included.
Dayforce Reporting and Analytics	
Dayforce will provide access to Dayforce People Analytics	Dayforce will provide access to advanced reporting elements, including Dashboards Pro powered by Microsoft Power BI. Turnkey advanced dashboards, reports and measures, and Client-created reports and dashboards. (Azure platform only)
Dayforce Reporting and Analytics Service(s) subscribed for by Client will apply to Data hosted on Azure and Client acknowledges that Personal Data of any employee within Client's production environment may be utilized in such Service(s).	
Dayforce Engagement	
Engagement features are enabled and set up, allowing for Client Administrators to manage employee engagement activities in Dayforce	Dayforce will conduct four (4) scheduled weekly sessions to consult on the configuration and utilization of Engagement. Following this activity, Client will have access to Engagement features, and may update Engagement setup. Note that the import of external / historical engagement data into the Engagement module is not included.
Dayforce Learning Services	
Dayforce will provide access to Dayforce Essentials Org Readiness Toolkit	Provide access to the toolkit, which is a set of tools available for the purposes of creating and executing communication and go-live training plans. The tools include introductory role-based videos, sample email announcements, sample job aids, communication and training project plan templates, and videos that provide an introduction to Dayforce module functionality.
Dayforce will deliver Dayforce Custom Go-Live Training for Employees / Managers	Go-live training for managers and employees, accessible via the Dayforce application. Course consists of custom-developed content (1-6000 Employees – 15 topics; 6001+ Employees – 25 topics; Retail sector (regardless of the Number of Employees – 20 topics) using Client's configuration to cover unique business processes and standard content for core functionality being deployed. Content will be developed in one language (English). Content is relevant to employee or manager use of Dayforce and assumes one role and dataset each for manager and employee audiences. One day of instructor-led training or content walk-through to serve as Train-the-Trainer session is included (including any additional day(s) purchased, as indicated in the Order Form). Two review cycles are included: cycle 1 captures Client feedback and cycle 2 validates that feedback from cycle 1 was properly implemented. Client must reserve 3 weeks for content development following completion of UAT and integration testing and will assume all risks (time delay and additional costs) associated with configuration changes
Dayforce will deliver Instructor-Led Client Exclusive Training	Instructor-led training delivered exclusively to the Client via onsite or virtual delivery (delivery method at Dayforce's discretion for Singapore). Standard Dayforce Learning training environment and course materials will be used. Soft copy of course materials for distribution to participants and up to 12 participants may attend a session. Client can create a tailored agenda by selecting relevant course topics available in the standard course offerings
Dayforce will deliver Dayforce Learning Consulting Services	One-on-one information training / coaching via onsite or virtual delivery (as purchased) on specific tasks / processes as identified by Client. Training / coaching is limited to tasks such as transaction processing, explanation of Dayforce product concepts and processes, and minor administration or configuration updates. Access to training environments or training manuals are not included. Participants must meet pre-requisite knowledge either through attending Dayforce training or equivalent work experience.
Integration	
Dayforce Web Services are enabled, allowing Client to define a Web Services strategy to push and pull data to and from Dayforce	Dayforce will enable access to Dayforce Web Services and API framework and will provide relevant documentation to Client for review. Client is responsible for configuration and development of any APIs / Web Services.
Interface Configuration Strategy for required "flat-file" data imports and exports	<p>At project kickoff, during intake, Client and Dayforce will agree mutually on the named exports required to support accurate production runs at go-live. Client will provide contact information for named individuals for each third-party vendor no later than five (5) Business Days after project kickoff. Failure by the Client to provide third-party vendor contact information to Dayforce within five (5) Business Days or as otherwise set forth in the project plan after project kickoff may result in delays and /or additional fees. Dayforce will determine, based on the availability of connectors, whether each export will be built in Dayforce Link or Dayforce Integration Studio (if applicable connector is subscribed for).</p> <p>For all exports from Dayforce to Client and / or third-party systems, Dayforce will produce exports as supported by Dayforce functionality per Client and / or third-party specifications and collaborate with Client and Client's third-party vendors to perform system integration testing. Client is responsible for third party platform configuration requirements and ensuring platform availability at time of implementation. Client will adhere to Dayforce integration specifications. Client is responsible for the management of vendor response time as it impacts file deliveries. Should Client not have a requirement for all exports that are included in project scope during implementation, Client will forfeit the exports deemed in scope.</p> <p>For all imports that are included in project scope from source systems to Dayforce, Client and / or Client's third-party vendors will extract data from source systems, create files for import into Dayforce, adhering to Dayforce import specifications and participate with Dayforce to perform system integration testing. Should Dayforce not serve as the Client's HR system of record, or should the Client have any need to create an inbound HR import to create and maintain employee records in Dayforce, Change Request with applicable</p>

	<p>Fees will be required to support testing of a Client-provided inbound import. Dayforce's best practices detail that HR integrations should be built via Web Services.</p> <p>For this project, scope assumes the following:</p> <ul style="list-style-type: none"> • Up to 2 Imports Included • Up to 3 Benefit Carrier Exports Included • Up to 2 Other Exports Included • Up to 2 Contribution Exports Included. Example: Pension, 401K, RRSP, Superannuation, Personal Retirement Savings Account, KiwiSaver, Florida Retirement System
A Client-specific General Ledger file is built and provided each pay period, allowing Client to import to their financial application	<p>Dayforce will work with named Client resource responsible for maintaining and posting payroll data to Client's financial system to create 2 Client-specific general ledger files. Through a series of scheduled sessions Dayforce will educate Client resource on general ledger configuration and will provide guidance and best practices to enable the maintenance of the general ledger export from Dayforce. Client will complete required training prior to each scheduled session. Library specific GL and BOCC specific.</p> <p>The number of GL exports is determined by the number of unique file specifications that Dayforce will be required to configure.</p> <p>If Client does not engage or dedicate the required time in line with the payroll implementation cycle, it may result in the GL export(s) not being ready for the Client's first payroll commit and may be subject to additional Fees. Live Membership is required to access all training materials.</p> <p>Following this activity, Client may use the GL output from Dayforce each pay period to have it imported into their financial application.</p>
Data Conversion Consulting Services	
Data Conversion Consulting Services	<p>Data conversion consulting services to assist Client in preparation of data conversion files. Consulting services include a high-level overview of Dayforce import specifications, and assistance with mapping Client's existing data to Dayforce import specifications. Dayforce will provide guidance, best practices, answer questions and provide documentation where available.</p> <p>Client shall provide data, as specified by Dayforce, sufficient to meet Dayforce 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. A maximum of three data loads are included within the scope of this project. If data is being consolidated from multiple sources, it is Client's responsibility to consolidate the multiple sources into a single import file.</p> <p>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.</p> <p>If Client does not provide all required conversion data or fails to provide the required data per the agreed upon schedule, additional Fees may apply.</p>
Core Current Conversion	<p>Import of formatted files containing current record for active and current year terminated employee data based on first live pay in Dayforce. This includes Core employee information, Employee demographic information, Work Assignment, Employment Status, Confidential Information, Emergency Contact, Direct Deposit, Current Employee Tax Parameters, Employee Elections, Current Year to Date Payroll information, and Employee outstanding balances, as provided by Client and meeting Dayforce's conversion file specifications. An external data source is defined as the HR, payroll, or benefits system that Client will be converting to Dayforce as the system of record.</p>
HR History	<p>Import of prior years of HR history data for Job, Compensation, and Employment Status for active and current year termed employees as provided by Client and meeting Dayforce's conversion file specifications. HR history must be provided at the same time as the Core Conversion data is provided and must be provided for each phase. Dayforce cannot load HR history separately. Years of history is calculated from the date of the first live pay in Dayforce. 7 years of history is included.</p> <p>In addition to 7 years of standard HR history conversion, Dayforce will convert HR history back to date of hire for employees who are actively employed at the go-live date and whose date of hire precedes the earliest hire date that is included in the 7-year HR history conversion. This will be for employees who are still active and have not terminated prior to the Dayforce go-live date. The data will be reportable, but Dayforce will not be configured to use the additional history data for any payroll or other calculations.</p>
Dayforce Benefit Elections Import	<p>Import of current active benefits, including employee benefit elections, dependent benefit elections, dependent data, and beneficiary data, for active employees as provided by Client and meeting Dayforce's conversion file specifications. (US, CA, UK and IRE only) Only current year elections are included.</p>
ACA Elections	<p>Import of historical Employee medical benefit elections for the purpose of ACA reporting. Includes Employee medical benefit elections, dependents' demographic information, and dependents' medical benefit elections. Only applies to the year in which Client has their first pay in Dayforce. Includes elections for active, inactive, and terminated Employees, as provided by Client and meeting Dayforce conversion input specification. (US only).</p>

5. Acknowledgment Regarding Mid Quarter Start for US Payroll

Client acknowledges that a mid-quarter start for first US payroll commit is only available if Client meets the qualifying criteria reasonably established by Dayforce. If Client qualifies, Client will be required to provide all additional data which meets Dayforce's conversion specifications. This data includes year to date payroll information accurate to the last complete quarter and current quarter to date payroll information containing Employee and employer taxable wages, wages to limit, and tax detail for each tax category. Client will also be required to provide Employee 12th day counts, weeks worked, hours worked, and other tax related information for the open quarter, as required by Client's state, and in accordance with Dayforce's specifications. Such data is required prior to Go Live Date, on a delivery date reasonably agreed to by the Parties. Client will be fully responsible and liable for any tax variation in any of the tax jurisdictions involved and will be solely liable for any reconciliation due to any tax violation.

MASTER SERVICES AGREEMENT

1. DEFINITIONS AND INTERPRETATION. As used in this Master Services Agreement:

- 1.1. *"Affiliate(s)"* means a person or entity that directly or indirectly controls, is controlled by, or is under common control with, a Party, where "control" means the possession, directly or indirectly, or the power to direct or cause the direction of the management policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise;
- 1.2. *"Agreement"* means this Master Services Agreement and Data Processing Addendum, together with all Order Forms, Statements of Work, Service Particulars, Rate Sheets and other written documents made between Client and Dayforce whether by execution of such document by both Parties or incorporation by reference;
- 1.3. *"Business Day"* means any day of the year other than a Saturday, Sunday or a statutory or public holiday in the Territory(ies), but only to the extent such term refers to a Service being delivered in respect of such Territory;
- 1.4. *"Dayforce"* means the Dayforce entity that has signed the Order Form;
- 1.5. *"Dayforce Contractor"* means any person who is not a Party or an employee of Dayforce, who Dayforce contracts or otherwise engages to assist with or perform any part of the Services;
- 1.6. *"Dayforce Property"* means, collectively: (i) any and all systems, hardware, software, networks, online content, applications, source codes, specifications, templates, modules, devices, equipment, documentations or other property owned, licensed, leased, produced, designed, created or used by Dayforce as of the Effective Date or thereafter, whether for purposes of providing the Services pursuant to the Agreement or for any other purpose; (ii) all Confidential Information of Dayforce; (iii) all Materials; and (iv) any and all Intellectual Property in any of the foregoing or related thereto;
- 1.7. *"Client Data"* means any data of Client supplied by or on behalf of Client to Dayforce hereunder, or any such data created as a result of the processing of such data, including any data contained or embodied in Dayforce Property;
- 1.8. *"Confidential Information"* means any information identified by either Party and/or its Affiliates as "Confidential" and/or "Proprietary", or which, under the circumstances, ought to be treated as confidential or proprietary, including non-public information related to the disclosing Party's (and/or an Affiliate's) business, employees, service methods, software, documentation, financial information, prices and product plans;
- 1.9. *"Data Processing Addendum"* means the addendum to this MSA together with all annexes thereto that sets forth the terms and conditions pursuant to which Personal Data will be transferred and processed in the framework of the Agreement, posted on <https://clientcontractportal.dayforce.com>, as updated from time to time. Dayforce reserves the right to update the Data Processing Addendum from time to time by posting an updated copy on the above site provided that such updated version contains no less onerous data protection obligations as the current Data Processing Addendum;
- 1.10. *"Effective Date"* has the meaning set forth in Section titled "Term";
- 1.11. *"Fees"* means the fees payable by Client to Dayforce for the Services, as contemplated in Section titled "Fees" below
- 1.12. *"Go Live Date"* means in respect of a Service, the Go Live Date as defined in the applicable Service Particulars
- 1.13. *"Including"* and *"Includes"* shall, wherever they appear in the Agreement, be deemed to be followed by the statement "without limitation", and neither of such terms shall be construed to limit any words or statement which it follows to the specific or similar items or matters immediately following it
- 1.14. *"Intellectual Property"* means all intellectual property rights (including all copyrights, patents, trademarks, trade secrets, industrial designs and know how) and all applications, continuations, extensions, notices, licenses, sublicenses, agreements and registrations thereof in any jurisdiction
- 1.15. *"Master Services Agreement"* or *"MSA"* means this master services agreement and any schedules, appendices or other attachments hereto
- 1.16. *"Materials"* means all materials, documentation, forms, brochures, tip sheets, posters, and online content furnished by Dayforce to Client, and any derivatives thereof
- 1.17. *"Non-software Services"* means Services which are non-software in nature and have a Recurring Fee as identified on the Order Form
- 1.18. *"Order Form"* means the applicable order form signed by Client and Dayforce in respect of the Services
- 1.19. *"Parties"* means collectively Client and Dayforce, and each is a "Party"
- 1.20. *"Rate Sheet"* means the applicable Rate Sheet posted on <https://clientcontractportal.dayforce.com>. Such Rate Sheet items are intended to compensate Dayforce for additional work and/or disbursements as a result of the occurrence of such events (e.g., NSF charge, client stop payment request). Dayforce reserves the right to change the list of items and/or charges on the Rate Sheet from time to time by posting an updated copy on the above site
- 1.21. *"Sanctions"* means all applicable economic and financial sanctions laws and regulations imposed, administered, and enforced from time to time by (a) the United States government, including those administered by the United States Department of the Treasury's Office of Foreign Assets ("OFAC") or the United States Department of State, or (b) the United Nations Security Council, the European Union, any European Union member state, Her Majesty's Treasury of the United Kingdom, Australia, Canada, or any competent authority in the Territory where the Services are provided
- 1.22. *"Sanctioned Country"* means any country or territory subject to comprehensive Sanctions
- 1.23. *"Sanctioned Person"* means (a) any person or entity in any Sanctions-related list of designated persons maintained by OFAC, the United Nations Security Council, the European Union, any member state of the European Union, the United Kingdom, Australia, or Canada, (b) any person or entity operating, organized or resident in a Sanctioned Country, (c) the government of a Sanctioned Country or the Government of Venezuela, or (d) any entity owned or controlled by, or acting for or on behalf of, such person or persons
- 1.24. *"Service Particulars"* means the applicable Service Particulars for the Services posted on <https://clientcontractportal.dayforce.com> at the time of signing the applicable Order Form;
- 1.25. *"Service Term"* means the term length for a particular Service, as will be expressly set forth in the applicable Order Form

- 1.26. "Services" means, collectively, the services supplied by Dayforce to Client under the Agreement, as such services are more particularly described in the Service Particulars or a Statement of Work, and each is a "Service"
- 1.27. "Software" means any software program(s) licensed or provided by Dayforce to Client through which the Service will be provided, as such Software may be more particularly described in the Service Particulars or Statement of Work
- 1.28. "Statement of Work" or "SOW" means the applicable Statement of Work between Client and Dayforce, setting forth in detail the work, services and deliverables to be provided by Dayforce in respect of any professional services work
- 1.29. "Subscription Start Date" means (i) in respect of the initial Order Form, the date on which Dayforce has provided a Client-specific production environment to the Client; (ii) in the case of a subsequent Order Form, the date on which Client has access (generally by way of access enablement instructions) to any of the Subscribed Modules and/or Services purchased in such Order Form; and (iii) in the case of Non-software Services, the "Go Live Date"
- 1.30. "Taxes" means all sales taxes, value added taxes (VAT), goods and services taxes, business transfer taxes, withholding taxes or any other taxes now or hereafter levied or imposed by any governmental authority by reason of or with respect to the provision of the Services to Client, but, for certainty excluding Dayforce's taxes for income derived under the Agreement;
- 1.31. "Territory" means the territory or territories in respect of which the Services are to be delivered, as identified in the Order Form;

2. SERVICES

- 2.1. Services. Dayforce shall provide the Service(s) to Client as more particularly set forth in the Service Particulars. Client acknowledges and agrees that certain Services or parts thereof may be subcontracted by Dayforce to Dayforce Contractors, including Affiliates of Dayforce. However, regardless of any such subcontract, Dayforce shall remain solely liable for performance of the Services and all of its obligations hereunder.
- 2.2. Affiliates Use. All Services are provided to Client on the strict condition that they are used for Client's own internal business use within the respective Territory or Territories and not for re-sale by Client or for any use by Client that would constitute providing a service for third parties. However, and notwithstanding the above it is agreed that the Services may be used by Client's Affiliates provided that:
 - 2.2.1. the Services are used by Client and/or its Affiliates only within the respective Territory in which Dayforce has agreed to provide such Service;
 - 2.2.2. Client shall remain liable for the acts and omissions of all of its Affiliates as if the acts and omissions were acts and omissions of Client;
 - 2.2.3. any loss or damage arising in connection with the Services incurred by such Client Affiliate shall be actionable by Client as if such loss and damage were incurred by Client, but shall not be actionable by Client's Affiliate directly against Dayforce or any Dayforce Contractor;
 - 2.2.4. such Affiliate shall be deemed to have agreed to comply with all covenants and obligations on the part of Client herein, and agreed that Dayforce shall be entitled to all of the rights and benefits granted herein, as if such Affiliate has been a signatory to the Agreement;
 - 2.2.5. Client shall be liable with the Affiliate for any and all Fees and other charges, arising as a result of such Affiliate's use of the Services, including any consequent increases in transactions, user numbers, set-up requirements, data records or Service provision; and
 - 2.2.6. as a condition of allowing the Affiliate to access or continue to use the Services, Dayforce may, but shall not be obliged to, require the Affiliate to execute such documentation as reasonably required by Dayforce to confirm the Affiliate's agreement to the terms hereof.
- 2.3. Professional Services. Any work or services to be delivered by Dayforce which are not described in the Service Particulars shall be described in a Statement of Work or change request. The scope of services in a Statement of Work or change request may be amended from time to time upon mutual agreement in writing by the Parties. Dayforce shall assign employees or subcontractors qualified to perform such professional services work, who shall exercise due professional care and competence in the performance of such Services. With respect to such professional Services, Client shall:
 - 2.3.1. furnish qualified personnel to work with Dayforce personnel in the execution of each Statement of Work;
 - 2.3.2. supply adequate resources and information as mutually agreed upon;
 - 2.3.3. notify Dayforce in writing of any request for changes to the Statement of Work; and
 - 2.3.4. review and accept or reject each deliverable within ten (10) Business Days of notification by Dayforce of completion of such work, or within such other time frame (and/or in such manner) as may be expressly contemplated in a Statement of Work, such acceptance not to be unreasonably withheld. Subject to any express acceptance criteria to the contrary set forth in a Statement of Work, each deliverable will be deemed to be accepted by Client on the tenth (10th) Business Day after notification by Dayforce of completion of such work, unless Client has provided Dayforce (within such ten (10) Business Day period) with written notice rejecting such work and specifying the manner in which the deliverable is defective.

3. TERM AND TERMINATION

- 3.1. Term. This Master Services Agreement will become effective when the Order Form is signed by Client and by Dayforce (the "Effective Date"), and shall continue until terminated in accordance with the terms hereof. The Service Term for each particular Service shall commence on the Subscription Start Date and continue for the length of the Service Term expressly set forth in the Order Form.
- 3.2. Termination. The Agreement (or at the option of the Party exercising the termination right, only the affected Service) may be terminated as follows:
 - 3.2.1. by Dayforce, if Client fails to pay any Fees when due (excluding any Fees disputed in good faith in accordance with Section 4.4 below), and such failure continues for a period of seven (7) Business Days after Dayforce provides Client with written notice of such breach and expressly refers to the threat of termination therein;
 - 3.2.2. by either Party if the other Party fails to materially perform, or is otherwise in default of, any one or more of its material obligations under the Agreement (except failure by Client to pay Fees, when the provisions of the preceding subsection shall prevail), and fails to remedy such failure within thirty (30) days after receiving written notice of default from the non-defaulting Party specifying the particulars of the breach and expressly referring to the threat of termination under this subsection, or if such breach is of a nature that it cannot be reasonably remedied within such (30) thirty-day period, then if the Party fails to commence to remedy such breach within such 30-day period or thereafter fails to proceed diligently to remedy such breach;
 - 3.2.3. immediately by either Party if the other Party is, or is deemed for the purposes of any law to be, unable to pay its debts as they fall due or insolvent, or any corporate action, legal proceedings or other procedure or step is taken against such Party in relation to or with a view to winding-up, dissolution, administration, reorganization (in each case, whether out of court or otherwise) in respect of such Party (or a Client Affiliate receiving Services) or any of its assets, or any analogous procedure or step is taken in any jurisdiction;
 - 3.2.4. immediately by Dayforce, if Dayforce, in its reasonable opinion, determines Client's use of a Service may violate any applicable Sanctions, anti-corruption, anti-bribery, or anti-money laundering, law or regulation (as further set forth in Section 13.5 below);
 - 3.2.5. upon written notice by either Party, if the Service Term for every Service has expired (without being renewed or continuing in accordance with the Service Particulars), or has otherwise been terminated as permitted in accordance with the terms of the Agreement; or
 - 3.2.6. upon written notice by Client, and upon payment by Client of any applicable early termination fee in accordance with the Service Particulars.

4. FEES AND PAYMENT

- 4.1. **Fees.** Client will pay the Fees plus all applicable Taxes, in the amounts and in accordance with the payment terms and processes set forth in the Order Form, SOW, Service Particulars and/or Rate Sheet. Any Taxes imposed on any transactions between Client and Dayforce contemplated under the Agreement shall be the subject of an additional charge and shall be shown separately on any invoice or similar document together with the required tax registration numbers, and paid by the party at the same time as the party pays the amount in respect of which such Taxes are payable. For the avoidance of doubt, the Fees in this Agreement are exclusive of VAT or any similar taxes. The parties will cooperate to have any VAT charged recovered, if the VAT is deductible. All Fees (and applicable Taxes) for Services provided within the Territory(ies) are the sole responsibility of Client and will be invoiced to, and payable by, a single local Client entity located in such Territory (where Services are provided in more than one Territory, all Fees and applicable Taxes will be collectively invoiced). However, in the event that Services are invoiced to a Client entity from a Dayforce entity outside of the Territory in which Client entity receiving such Services is located, Client entity shall remit payment to the Dayforce entity issuing the invoice and shall be solely responsible to self-assess for all Taxes relating to such Services to the extent such Taxes are not paid to Dayforce. In addition, neither Party shall exercise the right of set-off against any Fees. If Client must withhold VAT from the payment due to Dayforce, the Fees will be increased so that the amount that Dayforce receives after the withholding shall be equal to the Fees that Dayforce would have received if Client was not required to withhold VAT. If Client is entitled to a tax exemption authorized by the applicable tax authorities in the applicable Territory(ies), Client will provide the required documentation to Dayforce, within the specified timeframe, in order for such tax exemption to be applied to invoices. Additionally, as permitted by applicable law, Client will honor a valid exemption certificate provided by Dayforce or other mandated document evidencing Dayforce's exemption from or reduction of withholding tax, as authorized or required by applicable law and work with Dayforce to obtain any relevant documentation evidencing the foregoing, prior to payment. Client shall provide Dayforce with documentation evidencing any tax withholdings paid to the applicable tax authority.
- 4.2. **Expenses.** Client shall, in addition to all Fees, reimburse Dayforce for all reasonable travel, accommodation and meal expenses (in accordance with Dayforce's then current expense policy) incurred in connection with the implementation and provision of the Services. Dayforce will advise Client prior to incurring such expenses and obtain Client's prior approval for same. Travel and subsistence will be charged from the location from which the respective Dayforce employee performing the work is based, to the required place of work, and Dayforce will endeavor to direct staff for most appropriate use of skills and economy of expense.
- 4.3. **Late Fees.** Dayforce may charge a late payment fee in the amount of one point twenty-five percent (1.25%) per month for late payments made by Client. Client agrees to pay late payment fees including all costs of collection (including reasonable legal fees and expenses). If Client fails to comply with any of the terms of payment for more than seven (7) Business Days after receipt of a written demand for payment (excluding any Fees disputed in good faith in accordance with Section 4.4 below), Dayforce may, in addition to any other right available to it, suspend performance of all or any part of its Services.
- 4.4. **Good Faith Dispute.** In the event of a good faith dispute with respect to any Fees, the payment due date (as it relates to the disputed amount) will not be calculated until the disputed amount has been settled to the satisfaction of both parties, acting reasonably, provided that the Client has given Dayforce written notice of the disputed amount (and the reasons for such dispute)
- 4.5. **Currency.** All amounts payable under the Agreement are payable in the currency stated in the relevant Order Form and shall be remitted to Dayforce in that currency. If no such currency is specified in the relevant Order Form, then the currency shall be deemed to be the lawful currency of the Territory in which the Service is being provided. If remitted in another currency and/or from outside the Territory, sufficient funds must be remitted such that the net sum received by Dayforce in the requisite currency after foreign exchange and other bank charges is that stated on the relevant invoice. Dayforce will be entitled to invoice Client for any shortfall. If and to the extent Dayforce agrees to invoice, and the Client agrees to remit, the Fees in another currency other than the currency shown in the Order Form (by way of example only, to accommodate billing a Client Affiliate in a local currency) (the "Local Currency Fees"), the following shall apply: (a) the Fees as shown in the Order Form will be converted into the Local Currency Fees based on the Bloomberg Generic Composite rate source, or equivalent successor rate (the "Fx Rate") and set out in a supplemental pricing sheet; (b) the Local Currency Fees will be adjusted annually based on the Fx Rate, the first such increase to be calculated and effective on the first anniversary of the Subscription Start Date; and (c) if at any time during the Service Term, the Fx Rate increases or decreases by three percent (3%) or more, either Party may (upon prior written notice to the other) require that the Local Currency Fees be adjusted to reflect such change in the Fx Rate, which adjustment will be effective as of the next billing cycle, on a go-forward basis (not retroactively).

5. CONFIDENTIALITY AND PRIVACY

- 5.1. **Non-Disclosure.** Neither Party shall disclose Confidential Information of the other Party except as permitted in accordance with the terms of the Agreement. The receiving Party shall use the same degree of care as it uses to protect its own Confidential Information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing Party. The foregoing obligations shall not apply to any information that (i) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving Party; (ii) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving Party; (iii) was known to the receiving Party at the time of disclosure; (iv) was generated independently by the receiving Party; or (v) is required to be disclosed by law, subpoena or other legal process. Dayforce may transfer Client's Confidential Information to a governmental agency or other third party to the extent strictly necessary for Dayforce to perform its obligations under the Agreement or if Client has given Dayforce written authorization to do so.
- 5.2. **Compliance.** Each Party agrees to comply with the Data Processing Addendum.
- 5.3. **Injunctive Relief.** The receiving Party acknowledges and agrees that any breach by it or by any of its agents, representatives or employees of the provisions hereof may cause irreparable harm to the disclosing Party and that actual damages may be difficult to ascertain and in any event may be inadequate. Accordingly, in the event of such breach, the disclosing Party shall be entitled to seek temporary and/or permanent injunctive relief against the receiving Party and/or its agents, representatives and employees (in addition to such other legal or equitable remedies as may be available), without the necessity of proving irreparable harm or actual damage to the disclosing Party.

6. INTELLECTUAL PROPERTY

- 6.1. **Ownership of Intellectual Property.** Each Party shall remain the owner of all Intellectual Property it owns prior to the Effective Date and that which it creates in the performance of its obligations under the Agreement. As between the Parties and vis à vis any third party, Dayforce is and shall remain the sole and exclusive owner of all Dayforce Property and any and all components thereof, whether owned on the Effective Date or acquired thereafter, and Client is and shall remain the sole and exclusive owner of Client Data and any and all components thereof. Forthwith upon the expiration or termination of the Agreement or a particular Service, as the case may be, each Party shall forthwith return to the other Party, all such property in its possession or control relating to Agreement or terminated Service, as the case may be.

- 6.2. Right of Use. Dayforce hereby grants to Client, starting on the Effective Date and continuing for so long as required for a Service, the right to access and use the Software and such other Dayforce Property as may be required for Client to receive and use the Services internally within the Territory, subject to and in accordance with the following terms:
- 6.2.1. the Software and Dayforce Property is provided solely for the purpose of enabling Client to receive and use the Services, and without limitation, Client shall not use it in any manner that would be illegal, offensive or damaging to Dayforce or any third party;
 - 6.2.2. Client shall not assign, transfer, sublicense or otherwise deal in, encumber or make available to any third party the Software or Dayforce Property, and any attempt to do so shall be null and void and shall constitute a material breach of the Agreement;
 - 6.2.3. Client is responsible for all activities that occur in the accounts of its employees and agents, and for compliance by such parties with the Agreement, and shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, as well as notify Dayforce promptly of any such unauthorized access or use;
 - 6.2.4. to the extent the Software or Dayforce Property is licensed to, or otherwise in the possession or under the control of, Client, then Client agrees not to modify, merge, copy, disseminate, display, disassemble, reverse engineer, tamper with, or otherwise attempt to decrypt or derive the source code, any trade secrets or any proprietary information or create any applications or any derivative works thereof.
- 6.3. Indemnity for Infringement. Dayforce will indemnify and hold Client harmless from and against any and all claims alleging that the Services and any Intellectual Property furnished by Dayforce violate any third party's patent, trade secret or copyright, except to the extent that such claims arise from Client's modification of the Services or Intellectual Property or from Client's use of such Services in excess of the provisions set out in this Section 6 (including the use by the Client or its Affiliates out of the Territory). However, Dayforce's liability hereunder shall be conditional upon Client providing Dayforce with timely written notice of any such claim or threat thereof, and the full and exclusive authority for, and information for and assistance with, the defense and settlement thereof. If such claim has occurred, or in Dayforce's opinion is likely to occur, Client agrees to permit Dayforce, at its option and expense, either to procure for Client the right to continue using the Intellectual Property, or replace or modify the same so that it becomes non-infringing. If neither of the foregoing alternatives is reasonably available, Dayforce may immediately terminate its obligations (and Client's rights) under the Agreement with regard to such Intellectual Property (if the Services are deliverable without such Intellectual Property) or terminate the Agreement in its entirety (to the extent Dayforce is not able to provide the Service without such Intellectual Property).
- 7. DISCLAIMER OF IMPLIED TERMS**
- 7.1. The express and limited terms, representations and warranties provided in the Agreement (including in the Software Functionality and Global Use Guide, when applicable) comprise all of the representations and warranties made with respect to the Services, products, Intellectual Property and other items provided, furnished, licensed, leased or otherwise made available or performed to Client by Dayforce pursuant to or in relation to the Agreement. Any further or other warranties or conditions, whether express or implied, contractual or statutory, including any implied warranties or merchantability or fitness for a particular purpose, are expressly excluded to the extent permitted by law.
- 8. LIMITATIONS OF REMEDIES**
- 8.1. Limitation of Liability. To the maximum extent permitted by applicable law, Client agrees that Dayforce's total maximum aggregate cumulative liability (including that of Dayforce's Affiliates and Dayforce Contractors) to the Client, its Affiliates and other related parties (collectively in this Section referred to as the "Aggrieved Parties") for all past, present and future claims, demands, actions, causes of actions, requests, lawsuits, judgments, damages, costs, expenses, prejudices or losses (collectively in this Section referred to as the "Claims") in relation to or arising under the Agreement (whether for breach of contract, strict or statutory liability, negligence or any other legal or equitable theory) shall be limited to the Aggrieved Parties' actual direct damages and shall not, under any circumstances, exceed, in the aggregate, for all Claims past, present and future, the total amount paid by the Client (and any Affiliates) under the Agreement during the 12 months immediately preceding the loss. This remedy shall be the Aggrieved Parties' sole and exclusive remedy against Dayforce, any Dayforce Affiliate and Dayforce Contractor. However, the above limitation of liability shall not apply to Claims relating to the following:
- 8.1.1. death or personal injury resulting from that Party's negligence;
 - 8.1.2. that party's fraud, statements made fraudulently or willful misconduct;
 - 8.1.3. any Claim for indemnity by the Client under Section 6.3 (IP Infringement); and
 - 8.1.4. any acts or omissions for which the governing law prohibits the exclusion or limitation of liability.
- 8.2. Damages Disclaimer. To the maximum extent permitted by applicable law, and notwithstanding anything to the contrary contained in the Agreement, neither Party nor any of its Affiliates shall be liable for any indirect, consequential (including damages for business interruption or loss of business information or data), special, punitive, exemplary or incidental damages, or damages for loss of profits, goodwill, anticipated savings or revenues, arising in relation to or under the Agreement, even if advised of the possibility of such damages or if the possibility of such damages was reasonably foreseeable.
- 9. CHANGES TO LEGISLATION**
- 9.1. In the event of a change to any applicable law or regulation affecting the Services, Dayforce may make changes to the Agreement as are reasonably necessary to address such changes, with thirty (30) days' prior written notice to Client. If, upon notification of the change, Client elects not to continue the Services, then notwithstanding anything to the contrary in the Agreement, Client may terminate the Agreement upon thirty (30) days' prior written notice without penalty or cancellation fees.
- 10. NOTICES**
- 10.1. All notices to the Parties shall be in writing (including fax or similar writing) and shall be sent to Client at the address set forth on the Order Form, and to Dayforce to the attention and address of Client's account representative (if any) or to the local Dayforce service center or to such other address or fax number as either Party may hereafter specify by written notice to the other Party. Each such notice, request or communication shall be effective upon receipt, provided that if the day of receipt is not a Business Day, then the notice shall be deemed to have been received on the next succeeding Business Day.
- 11. FORCE MAJEURE**
- 11.1. Neither Party nor their respective Affiliates (nor Dayforce Contractor) shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached the Agreement for failure or delay in fulfilling or performing any term of the Agreement (except for the failure to pay money) when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party.
- 12. BUSINESS CONTINUITY PLAN**
- 12.1. Dayforce covenants, represents and warrants that it has developed, and will keep current a formal business continuity plan which details strategies for response to and recovery from potential disasters that could disrupt Dayforce's operations and timely delivery of the Services.

13. GENERAL PROVISIONS

- 13.1. The Agreement and the Parties' rights and obligations shall be governed by the laws of the state of Minnesota if the Territory is the United States and /or Mexico; the province of Ontario if the Territory is Canada, and all federal laws applicable therein; the laws of England if the Territory is the United Kingdom or the Republic of Ireland; the laws of New South Wales if the Territory is Australia, and all federal laws applicable therein; or the laws of New Zealand if the Territory is New Zealand.
- 13.2. Either Party may assign its rights and obligations under the Agreement without the consent of the other Party: (i) to an Affiliate of the assigning Party or to a partnership, limited liability company, joint venture or other similar legal entity, of which at least fifty percent (50%) of the equity interests are owned directly or indirectly by the assigning Party or any parent entity, but no such assignment shall release the assigning Party, and such Affiliate or successor entity shall be jointly and severally liable under the Agreement; or (ii) to any successor to its business, or a substantial part thereof, whether through merger, amalgamation, consolidation, divestiture or sale, provided that the proposed successor entity is not a primary competitor of the other Party. Further, Dayforce may without the consent of Client and without regard to any other limitations set forth in the Agreement, grant a security interest in this Agreement to a Dayforce lender, provided that such grant of security in no way affects or derogates from any of Client's rights under this Agreement. Any other transfer or assignment of the Agreement or any rights hereunder requires the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. The Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. Upon request of the non-assigning Party, any permitted assignee shall execute an agreement in writing with the other Party hereto assuming all obligations of its assignor under the Agreement. Any purported assignment in contradiction of this Section shall be null and void and be of no force or effect.
- 13.3. In the case of any conflict between the main body of the Agreement which are applicable to all Services, and the terms applicable to only one or more particular Service(s) as set forth in the Service Particulars, Order Form or Statement of Work, the terms of the Service Particulars, Order Form or Statement of Work shall govern, but only with respect to the particular Services and/or Territory to which the Service Particulars, Order Form or Statement of Work relates.
- 13.4. Client represents and warrants to Dayforce that Client is not a Sanctioned Person, and in connection with all activities conducted pursuant to or in connection with the Agreement, Client will comply with all applicable Sanctions. Without limiting the foregoing, Client represents and warrants that it will not request Services from Dayforce that relate, directly or indirectly, to transactions, dealings, or relationships with or involving a Sanctioned Person, and will not use the Services to benefit, directly or indirectly, any Sanctioned Person, unless such activity is first identified to Dayforce for review and Dayforce, in its sole discretion, specifically approves the activity.
- 13.5. Client is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business, use of the Services and Software, and agrees to comply with such laws, regulations and other legal requirements including applicable (i) anti-corruption and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act 1977, Canadian Corruption of Foreign Public Officials Act and the UK Bribery Act 2010 and (ii) anti-money laundering laws or regulations. Further, Client acknowledges that due to the Services Dayforce provides, Dayforce has certain regulatory compliance requirements under law and consents to Dayforce conducting anti-money laundering, global sanctions, and credit screenings of Client and its Affiliates. Dayforce reserves the right, at any time and without notice, to suspend, terminate, or decline to provide Service, in whole or in part, that Dayforce, in its reasonable opinion, determines Client or Affiliates' use of which may violate applicable law or regulation, or where Client or Affiliates do not satisfy screening requirements.
- 13.6. Client is solely responsible for the accuracy and completeness of all records and information furnished to Dayforce. In no event will Dayforce be responsible for any errors or matters existing prior to the Go Live Date, and any entries made by Client into the system thereafter, and Dayforce shall be entitled to rely solely on the information, authorizations, representations and warranties provided by Client pursuant to the Service Particulars. Dayforce is not obligated to commence providing Services until receipt from Client of all information reasonably required to be received from Client to provide the Services. Client will reimburse Dayforce for the costs of producing any information in Dayforce's possession or control relating to Client's business or employees that Dayforce produces in response to a Client request or court order.
- 13.7. No delay or indulgence by either Party at any time, to enforce any of the provisions of the Agreement, or any right with respect thereto, shall be construed as a waiver of such provision or right, nor shall it prejudice or restrict the rights of that Party. A waiver of its rights shall not operate as a waiver of any subsequent breach. No right, power or remedy conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party and the rights, powers and remedies shall be cumulative.
- 13.8. The Parties have expressly requested that the Agreement be drawn up in the English language. Les parties aux présentes ont expressément requis que cette convention soit rédigée en anglais. Expresamente las Partes del presente Contrato solicitan que este documento sea redactado en el idioma Inglés. In the event of any contradiction, discrepancy or difference between the English language version and the French or Spanish versions (if any) of the text of this document, or any documents contemplated or referenced hereunder, the English language version shall govern.
- 13.9. Any provision of the Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 13.10. Headings in the Agreement are for ease of reference only and will not affect its interpretation.
- 13.11. If more than one entity has signed the Agreement for the same Party, or an entity has signed for and on behalf of another entity in addition to itself, the covenants of all such entities shall be considered to be joint and several and shall apply to each of them. Additionally, should any one or more of such entities wish to amend the Agreement, or add or remove Services, it may do so separate and apart from the other entities of the same Party; provided however that: (i) the amendment or change to the Services shall only apply in respect of such entity(ies), and (ii) the entities comprising the Party shall only be jointly and severally liable in relation to the terms and Services common to such entities.
- 13.12. Notwithstanding the legal entity that has signed the Order Form on behalf of Dayforce, the Parties acknowledge and agree that, where applicable, Services will be provided by the local Dayforce Affiliate operating in the applicable Territory (and will be billed directly from same).
- 13.13. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings regarding the subject matter hereof, whether written or verbal. Any amendment to the Agreement must be in writing and signed by authorized representatives of both Parties.
- 13.14. Publicity. Neither Party will use the name of the other Party for publicity purposes without obtaining the prior written consent of the other (not to be unreasonably withheld), provided, however, Client authorizes Dayforce to use Client's name and logo in conjunction with Dayforce customer lists, marketing, and earnings and investor calls. Dayforce agrees to use reasonable care to preserve the integrity and proper appearance of Client's name and logo. Upon written request by Client, Dayforce will cease use of Client's name and logo within a commercially reasonable timeframe thereafter.

DATA PROCESSING ADDENDUM

This Data Processing Addendum set forth the terms and conditions pursuant to which Personal Data will be transferred and processed in the framework of the Agreement.

DEFINITIONS

For the purposes of this Data Processing Addendum, capitalized terms used shall have the following meanings:

"Authentication Credentials"	means the mechanism/tool used to prove a person's identity, such as passwords and access tokens.
"Controller"	means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the Processing of Personal Data.
"Data Protection Legislation"	means the applicable Laws of any country with regard to the protection of Personal Data relating to the Services, as amended or replaced from time to time.
"Data Subject"	means an identified or identifiable natural person to whom the Personal Data relates. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person. The relevant categories of Data Subjects are identified in <u>ANNEX 1</u> .
"GDPR"	means (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) ("EU GDPR"); (ii) the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (the "UK GDPR"); and (iii) any national data protection Laws made under (i) or (ii), in each case as applicable and as may be superseded, amended or replaced from time to time.
"Law(s)"	means all state, provincial, and federal laws or statutes of any jurisdiction and any other regulation, ordinance, order, decree or rule having the force of law, whether in existence as of the Effective Date or promulgated thereafter, as amended or superseded.
"Personal Data"	means any information relating to a Data Subject provided by the Data Subject, Client, or a third party on either of their behalf in connection with the Services. The relevant categories of Personal Data covered by this Data Processing Addendum are identified in <u>ANNEX 1</u> .
"Personal Data Breach"	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed in connection with the provisioning of the Services.
"Processing", "Process(es)" or "Processed"	means any operation or set of operations which is performed upon Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
"Processor"	means a natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of the Controller.
"Restricted Transfer"	means: (i) where the EU GDPR applies, a transfer of personal data from the European Economic Area to a country outside of the European Economic Area which is not subject to an adequacy determination by the European Commission; and (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country which is not subject based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018; and (iii) where Swiss Data Protection Legislation applies, a transfer of personal data from Switzerland to any other country which is not subject to an adequacy determination by the Swiss Federal Data Protection and Information Commissioner.
"Standard Contractual Clauses"	means (i) where the EU GDPR or Swiss Data Protection Legislation applies, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("EU SCCs"); and (ii) where the UK GDPR applies, standard data protection clauses adopted pursuant to or permitted under Article 46 of the UK GDPR ("UK SCCs"), in the form posted on https://clientcontractportal.dayforce.com , as updated from time to time.
"Sub-processor"	means an entity (including any Dayforce Affiliate) engaged by Dayforce who undertakes to receive Personal Data intended for Processing pursuant to Article 7 hereof.

ARTICLE 1 **INTERPRETATION**

1.1 This Data Processing Addendum forms an integral part of the Agreement. The provisions of the Agreement therefore apply to this Data Processing Addendum. All capitalized terms not defined in this Data Processing Addendum will have the meaning set forth in the Agreement.

ARTICLE 2 **SPECIFICATION OF THE DATA PROCESSING**

2.1 Dayforce and Client each hereby represent that they will Process Personal Data relating to the Services in accordance with the obligations imposed upon them respectively under Data Protection Legislation. Dayforce and Client acknowledge that Dayforce acts as a Processor on behalf of Client except where otherwise stated in the applicable service particulars.

2.2 Dayforce acknowledges that it is receiving Personal Data in connection with the performance of Services it provides under the Agreement. Dayforce shall Process Personal Data as per Client's written instructions as set forth in the Agreement, and the Client's use and configuration of features of the Services. Dayforce acknowledges that the nature, purpose, subject matter, and duration of the Processing, and the type of Personal Data and categories of Data Subjects whose Personal Data will be delivered to Dayforce for Processing under the Agreement, are determined by the Client and shall be as set out in **ANNEX 1**. Client hereby gives Dayforce permission to use, transfer and Process such Personal Data as set forth in this Data Processing Addendum. For the avoidance of doubt, Dayforce will: (a) not sell or disclose for cross-context behavioural advertising the Personal Data of the Client to any party; (b) not combine Personal Data of Clients with personally identifiable information obtained from other sources, except as otherwise permitted under Data Protection Legislation; and (c) without undue delay, notify the Client if it makes a determination that it can no longer provide the required level of protection under applicable Data Protection Legislation, in which case

parties shall mutually agree on steps to remediate, stop or prevent any unauthorized processing of Personal Data. As applicable under Data Protection Legislation, Dayforce shall immediately inform the Client if, in its opinion, any of Client's instructions violate Data Protection Legislation.

2.3 Dayforce shall use commercially reasonable efforts to cooperate with and assist Client for the fulfilment of Client's obligations under applicable Data Protection Legislation with respect to responding to requests of Data Subjects, Personal Data Breach notifications, and requests for audit or investigation from enforcement authorities.

ARTICLE 3 EXERCISE OF PERSONAL DATA RIGHTS

3.1 Where Personal Data is not made available through self-service access to Client or Client's employees, Dayforce, in its role as Processor, will without undue delay and in accordance with any time period specified under the applicable Data Protection Legislation either: (a) provide Client, in its role of Controller, with the direct ability through Dayforce's platform to access, correct, delete or otherwise fulfil requests from Data Subjects to exercise their rights under Data Protection Legislation in respect of their Personal Data; or (b) otherwise provide assistance to Client to access, correct, delete or otherwise fulfil requests from Data Subjects to exercise their rights under Data Protection Legislation in respect of their the Personal Data in accordance with the instructions of Client and insofar as this is possible. The Client acknowledges and agrees that in the event such cooperation and assistance require additional resources on the part of Dayforce, such effort will be chargeable at a fee as mutually agreed to by the Parties acting reasonably.

ARTICLE 4 DISCLOSURE

4.1 Dayforce will not disclose Personal Data to any third party, except (a) as Client directs, (b) as stipulated in the Agreement, (c) as required for Processing by Sub-processors in accordance with Article 7, or (d) as required by applicable Law.

4.2 Dayforce shall inform the persons acting on its behalf and having access to Personal Data about the applicable requirements and ensure their compliance with such requirements through contractual or statutory confidentiality obligations to maintain the security and confidentiality of Personal Data in accordance with provisions appropriate to the sensitivity of the Personal Data. For the avoidance of doubt, such security and confidentiality measures shall provide a generally equivalent level of protection as set forth in the Agreement, including this Data Protection Addendum.

ARTICLE 5 DELETION AND RETURN OF PERSONAL DATA

5.1 Client Data:

(a) Upon termination of the Agreement, where Dayforce acts as a Processor, it shall delete Personal Data on its systems as soon as reasonably and technologically practicable unless otherwise instructed by Client prior to the effective date of termination or as otherwise required by applicable Law. The Client will be solely responsible for ensuring that it has the necessary copies of all Personal Data during the Service Term and thereafter. Dayforce shall, where Client requests, return Personal Data to Client in such form as determined by Dayforce, and the costs attached to such requests will be as mutually agreed by the Parties.

(b) During the term of the Agreement, except as otherwise stated in the service particulars, Dayforce will retain Client Data unless instructed by the Client to delete such data, or as otherwise mutually agreed by the parties. During the term of the Agreement, where Client requests that Dayforce block, delete and/or return Personal Data (the costs attached to such request are at Client's expense), Client understands, acknowledges, and agrees that it can affect Dayforce's ability to perform the Services as a result of Dayforce complying with such request. As such, Dayforce shall not have any liability for breach of performance or any losses incurred by Client arising from or in connection with Dayforce's inability to perform the Services in accordance with the Agreement as consequence of Dayforce fulfilling Client's request.

5.2 Dayforce is not responsible for compliance with Client's data retention requirements.

ARTICLE 6 LOCATION OF PROCESSING

6.1 Personal Data that Dayforce processes on Client's behalf may be Processed in any country in which Dayforce and its authorized Sub-Processors operate to perform the Services and Client authorizes Dayforce to perform any such transfer of Personal Data to any such country and to Process Personal Data in such country in relation to the provision of the Services. Any transfer from one territorial jurisdiction to another territorial jurisdiction (the EU constituting one single jurisdiction for the purpose of this Article) will only be undertaken in compliance with the applicable Data Protection Legislation, such as the execution of an additional data transfer addendum, as required.

6.2 When the transfer of Personal Data from Client (or any of its Affiliates) to Dayforce is a Restricted Transfer (with the exception of transfers to the United States which will be subject to Article 6.3), then the Standard Contractual Clauses shall be deemed incorporated into this Agreement and will apply to such transfer. The Standard Contractual Clauses are available at <https://clientcontractportal.dayforce.com>.

6.3 Dayforce complies with the EU-US Data Privacy Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF). For transfers of Personal Data from the European Union, United Kingdom (and Gibraltar), and Switzerland to the United States, the following transfer mechanisms will apply:

- (a) the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, or the Swiss-U.S. DPF upon the local authority's recognition that the Swiss-U.S. DPF ensures data protection consistent with Swiss law; or, if any one of these mechanisms is legally invalidated by competent authorities,
- (b) the Standard Contractual Clauses.

ARTICLE 7 USE OF SUB-PROCESSORS

7.1 Client acknowledges and expressly agrees that Dayforce may transfer Personal Data to Sub-processors for the provision of the Services and is granted a general authorization to engage Sub-processors provided such transfer is done in accordance with the terms of this Article 7.

7.2 Dayforce will enter into written agreements with any such Sub-processor which contain no less onerous data protection obligations as this Data Processing Addendum. Sub-processor written agreements will permit Sub-processors to obtain Personal Data only to deliver the services Dayforce has entrusted them with and will prohibit Sub-processors from using such Personal Data for any other purpose.

7.3 Where required by applicable Data Protection Legislation, Dayforce will make available a list of Sub-processors which shall be posted on the customer due diligence portal (<https://duediligence.dayforce.com>).

7.4 Where required by Data Protection Legislation, Dayforce will provide prior notice to inform Client about changes relating to the Sub-processors and in addition:

- (a) If Client reasonably objects to the Processing of Personal Data by one or more Sub-processors, then Client shall notify Dayforce in writing (including e-mail) within fifteen (15) Business Days after receipt of Dayforce's notice.
- (b) In the event Client reasonably objects to a Sub-processor, Dayforce shall as soon as is reasonably practicable take reasonably necessary steps to evaluate, investigate and address Client's concerns, including conducting further due diligence of the Sub-processor if necessary, and provide Client with a report detailing the actions taken to correct or mitigate such concerns and/or a remediation plan. If Dayforce and Client cannot mutually agree on the plan to mitigate the concerns, Dayforce may identify an alternative preferred Sub-processor, and the Parties shall meet in good faith to determine the feasibility of Dayforce engaging such Sub-processor to provide the Services, the timeframe required to source and deploy the Sub-processor, and any resulting additional fees which may be applicable. However, if the Parties are unable to agree to same within six (6) months, Client may terminate the relevant part of the Agreement regarding those Services which cannot be provided by Dayforce without the use of the Sub-processor concerned as its sole and absolute remedy.

ARTICLE 8 TECHNICAL AND ORGANIZATIONAL MEASURES

8.1 Dayforce has implemented and will maintain a security program that implements technical and organizational measures (taking into account state of the art and cost of implementation) appropriate to the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the

rights and freedoms of Data Subjects, in order to protect Personal Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss or destruction.

8.2 The technical and organizational measures addressed by Dayforce's security program are described in ANNEX 2 of this Data Processing Addendum. Dayforce may adapt such measures from time to time, for example, as a result of the development of regulations, technology and other industry considerations.

8.3 During the term of this Data Processing Addendum, Client may request Dayforce to provide Client within a reasonable period of time with an updated description of the implemented technical and organizational protection measures.

ARTICLE 9 PRIVACY AND DATA PROTECTION REPRESENTATIVE

9.1 Dayforce has appointed an individual responsible for privacy and data protection matters. The appointed person can be reached at Privacy@Dayforce.com

ARTICLE 10 PERSONAL DATA BREACH

10.1 In the event of a Personal Data Breach of Client's Personal Data Processed by Dayforce or its Sub-processors, and irrespective of its cause, Dayforce shall notify Client without undue delay after having become aware of such Personal Data Breach.

10.2 Client must notify Dayforce promptly about any possible misuse of its accounts or Authentication Credentials or any security issue related to its use of the Services.

10.3 The Party responsible for the Personal Data Breach shall without undue delay further investigate the Personal Data Breach and shall keep the other Party informed of the progress of the investigation and take reasonable steps to further minimize the impact. Both Parties agree to fully cooperate with such investigation and to assist each other in complying with any notification requirements and procedures.

10.4 A Party's obligation to report or respond to a Personal Data Breach is not and will not be construed as an acknowledgement by that Party of any fault or liability with respect to the Personal Data Breach.

ARTICLE 11 DATA PROTECTION IMPACT ASSESSMENTS

11.1 Where Client is obligated by applicable Data Protection Legislation to execute a data protection impact assessment ("DPIA"), Dayforce shall provide reasonable cooperation and assistance to Client for the execution of the DPIA to allow Client to comply with its obligations (including any obligation to consult with competent data protection authorities). Dayforce shall be entitled to invoice Client as mutually agreed by the Parties.

ARTICLE 12 CLIENT RESPONSIBILITIES

12.1 Client shall comply with Data Protection Legislation as well as any other Laws applicable to Client or Client's industry. If compliance with any such specific Laws requires any actions with regard to data protection on the part of Dayforce in addition to the obligations set forth in this Data Processing Addendum, such actions will only be taken upon mutual agreement between the Parties. For the avoidance of doubt, where agreed by the Parties, Dayforce will use commercially reasonable efforts to accommodate additional requirements. In any event, Client will provide reasonable advance notice of the required actions, cooperate fully with Dayforce in respect thereof and compensate Dayforce for any such efforts that require additional services or investment or modifications in the Services, as agreed in advance by the Parties.

12.2 Client acknowledges that, where it provides any Personal Data to Dayforce for Processing by Dayforce, it has duly informed the relevant Data Subjects of their rights and obligations, and in particular has informed them of the possibility of Dayforce Processing their Personal Data on Client's behalf and in accordance with its instructions, and it has complied with all applicable Data Protection Legislation in the collection and provision to Dayforce of such Personal Data and has taken all necessary steps to ensure that Dayforce can Process such Personal Data, including by obtaining the Data Subjects' consent, if required.

12.3 Client shall take reasonable steps to keep Personal Data up to date to ensure the data are not inaccurate or incomplete with regard to the purposes for which they are collected.

12.4 If a Data Subject contacts Dayforce directly in order to exercise his or her individual rights such as requesting a copy, correction or deletion of his or her data or wanting to restrict or object to the Processing activities, Dayforce will promptly direct such Data Subject to Client. In support of the above, Dayforce may provide Client's basic contact information to the requestor, and, to the extent disclosed by the Data Subject, Data Subject's basic contact information and a summary of the request to Client. Client shall inform Data Subjects that they may exercise these rights solely vis-à-vis Client. Client agrees to answer to and comply with any such request of a Data Subject in accordance with applicable Data Protection Legislation.

12.5 With regard to components that Client provides or controls, including but not limited to workstations connecting to Dayforce Services, data transfer mechanisms used, and credentials issued to Client personnel, Client shall implement and maintain the required technical and organizational measures for data protection.

ARTICLE 13 NOTIFICATIONS

13.1 Unless legally prohibited from doing so, Dayforce shall promptly notify Client if it or any of its Sub-processors, with regard to Client's Personal Data:

- (a) receives an inquiry, a subpoena or a request for inspection or audit from a competent public authority relating to the Processing;
- (b) intends to disclose Personal Data to any competent public authority outside the scope of the Services of the Agreement. At the request of Client, Dayforce shall provide a copy of the documents delivered to the competent authority to Client.

13.2 Any notification under this Data Processing Addendum, including a Personal Data Breach notification, will be delivered to one or more of Client's contact persons via e-mail. Upon request of Client, Dayforce shall provide Client with an overview of the contact information of the registered Client's contact persons. It is Client's sole responsibility to timely report any changes in contact information and to ensure Client's contact persons maintain accurate contact information.

13.3 If either Party is subject to an inquiry by a data protection authority, regulator or agency, the scope of which includes operations or information within the other Party's control, each Party agrees to provide reasonable cooperation to the other Party.

ARTICLE 14 AUDIT & COMPLIANCE

14.1 In addition to Dayforce's obligations in Article 8, where required by applicable Data Protection Legislation, Dayforce will assist Client in demonstrating compliance with this Data Protection Addendum by making available upon request of Client information reasonably necessary to demonstrate such compliance.

14.2 Where required by applicable Data Protection Legislation, or where a competent data protection authority requires this under applicable Data Protection Legislation, Client may, upon thirty (30) calendar days' prior written notice (or such shorter timeframe imposed by the competent data protection authority), at its own expense, instruct acknowledged audit professionals to conduct an audit of Dayforce's compliance with applicable Data Protection Legislation no more than once every twelve (12) months provided that such audit inquiries shall not unreasonably impact in an adverse manner Dayforce's regular operations and do not prove to be incompatible with the applicable Data Protection Legislation or with the instructions of a competent authority. In the case of a material Personal Data Breach established to be caused by Dayforce, the twelve (12) month interval shall not apply.

- (a) Before the commencement of any such audit inquiries, Client and Dayforce shall mutually agree upon the scope, timing and duration of the audit.
- (b) Client shall promptly notify Dayforce with information regarding any non-compliance discovered during the course of additional audit inquiries. Client agrees to provide Dayforce with a draft of the audit report for review. Dayforce is entitled to propose any amendments and add management comments to this draft before Client establishes the final version.
- (c) During such audit, Dayforce shall provide reasonable cooperation and assistance to the auditors. Dayforce shall be entitled to invoice Client, as mutually agreed between the Parties in advance, on a time and material basis at Dayforce's then current rates for any time expended for any such audit inquiries. Client shall not be entitled to claim compensation for any kind of audit expenses incurred by Client.

(d) The Dayforce audit report, any other information to which Client or the aforementioned audit professionals have access pursuant to any audit activities, as well as an attestation of the implementation of the technical and organizational measures to protect Personal Data will be considered Dayforce Confidential Information.

ARTICLE 15 TERM AND TERMINATION

15.1 This Data Processing Addendum comes into effect once incorporated into the Agreement in accordance with the MSA to the Agreement, and remains in force until Processing of Personal Data by Dayforce is no longer required (a) in the framework of or pursuant to the Agreement or (b) for a period after termination of the Agreement or the relevant Services for any reason whatsoever, in accordance with Client's explicit instructions or other legally permissible basis.

ARTICLE 16 APPLICABLE LAW

16.1 This Data Processing Addendum and any rights and obligations arising out of it shall be interpreted according to and governed by the law governing the Agreement.

ANNEXES

Details of the Personal Data Processing
Technical and Organizational measures

ANNEX 1: DETAILS OF THE PERSONAL DATA PROCESSING

ARTICLE 1 CATEGORIES OF DATA SUBJECTS

Present and former job candidates, employees, contractors, agents and other collaborators of Client, as well as third parties who are appointed by the aforementioned persons as family members or contact persons.

ARTICLE 2 DURATION OF PROCESSING

The Personal Data shall be processed for the duration of this Agreement.

ARTICLE 3 CATEGORIES OF PERSONAL DATA

The Personal Data transferred concerns all relevant information that is required to deliver the requested Services, which may include (a subset of) the following categories of data:

- (a) Personal details such as name, birth date, etc.
- (b) Contact details such as address, e-mail address, telephone number, etc.
- (c) Marital status and information on partner and children
- (d) Payment details, including bank account number
- (e) Employee number
- (f) Job (description)
- (g) Employee contract data including but not limited to gross salary, compensations and other employee benefits
- (h) Social security number (if required for government declarations), or equivalent
- (i) Time registration and absence information
- (j) Qualifications, including CV and references
- (k) Information regarding education, training, etc. the Data Subject has received or will follow
- (l) Information regarding personal development and evaluations
- (m) Authentication Credentials to use the Services, such as username, IP address, PC Name, etc.
- (n) Activities performed by Client users in their use of the Services
- (o) Any other category of Personal Data agreed upon between Parties in the relevant service exhibit, service particulars, order form, statement of work or any other document of the Agreement.

Client's data fields can be partly configured as part of the implementation of the Services or as otherwise permitted within the scope of the Services and may include additional categories of personal data.

ARTICLE 4 PURPOSES OF PROCESSING OF PERSONAL DATA

Personal Data will be processed for the following purposes:

- (a) Performance of the Services including but not limited to:
 - (i) Talent acquisition
 - (ii) Employee HR administration
 - (iii) Payroll and employee benefits administration
 - (iv) Management of employee development and training plans
 - (v) Personal development and performance evaluation of employees
 - (vi) Workforce planning and organization
- (b) Compliance with Data Protection Legislation and information security requirements
- (c) Any other purpose of Processing of Personal Data agreed upon between Parties in the relevant service exhibit, service particulars, order form, statement of work or any other document of the Agreement.
- (d) Dayforce may de-identify Personal Data and use De-identified Data (as defined below), in aggregation with others', for the purpose of creating/improving the Services, products and software provided by Dayforce, trend analysis and benchmarks, and performing machine learning tasks such as sentiment analysis. De-identified Data may be utilized to deliver insights and provide analysis to third parties. De-identified Data will not be used to build household or consumer profiles. "De-identified Data" as used herein means data, that cannot reasonably be used to infer information about, or otherwise be linked to a particular individual. Dayforce represents that it implements technical safeguards that prohibit re-identification of Data Subjects to whom the data may pertain, business rules that specifically prohibit such re-identification, and business processes and technical safeguards that prevent inadvertent release of De-identified Data. Dayforce represents that it makes no attempt to re-identify De-identified Data and commits to maintaining and using the information in de-identified form.

ANNEX 2: TECHNICAL AND ORGANIZATIONAL MEASURES

Domain	Practices
Information Security Policy and Organization of Information Security	<p>Ownership for Security and Data Protection. Dayforce has appointed an Information Security Officer responsible for coordinating and monitoring the security rules and procedures as well as data protection compliance.</p> <p>Security Roles and Responsibilities. Security responsibilities of Dayforce co-workers are formally documented and published in security and privacy policies.</p> <p>Risk Management Program. Dayforce executes periodical risk assessments of the implemented security controls.</p>
Human Resources Security	<p>Confidentiality obligations. Dayforce co-workers are subject to written confidentiality obligations</p> <p>Security and privacy training. Dayforce informs its co-workers about relevant security measures to protect Personal Data.</p> <p>Termination. Dayforce ensures according to formal security administration procedures that access rights are timely revoked upon termination.</p>
Asset Management	<p>Asset Inventory. Dayforce maintains an inventory of all computing equipment and media used. Access to the inventories is restricted to authorized Dayforce personnel.</p> <p>Asset Handling</p> <ul style="list-style-type: none"> Personal Data on portable devices are encrypted. Dayforce has procedures for securely disposing of media and printed materials that contain confidential data.
Cryptography	Encryption of Personal Data is performed according to formal processes and encryption standards. Encryption mechanisms follow the highest standards available, only using strong ciphers.
Physical and Environmental Security	<p>Physical Access to Facilities.</p> <ul style="list-style-type: none"> Dayforce limits access to facilities where Personal Data are processed to identified and authorized individuals. Physical access to data centers is only granted following a formal authorization procedure and access rights are reviewed periodically <p>Protection from Disruptions. Dayforce uses a variety of industry standard systems to protect its data centers against loss of data due to power supply failure, fire and other natural hazards.</p>
Access Control	<p>Access Policy. Dayforce enforces an access control policy based on least privileges principles.</p> <p>Access Authorization</p> <ul style="list-style-type: none"> Dayforce has implemented and maintains an authorization management system that controls access to systems containing Personal Data. Every individual accessing systems containing Personal Data has a separate, unique identifier/username. Dayforce restricts access to Personal Data to those individuals who require such access to perform their job function. <p>Authentication</p> <ul style="list-style-type: none"> Dayforce uses industry standard practices to identify and authenticate Users who attempt to access Dayforce network or information systems, including strong authentication. Where Authentication Credentials are based on passwords, Dayforce requires that the passwords are at least eight characters long and sufficiently complex. De-activated or expired identifiers/usernames are not granted to other individuals. Accounts will be locked out in case of repeated attempts to gain access to the information system using an invalid password. Dayforce maintains practices designed to ensure the confidentiality and integrity of passwords when they are assigned and distributed, and during storage. <p>Network access. Dayforce maintains control measures (e.g. firewalls, security appliances, network segmentation) to provide reasonable assurance that access from and to its networks is appropriately controlled.</p>
Operations Security	<p>Data Recovery Procedures</p> <ul style="list-style-type: none"> On an ongoing basis, but in no case less frequently than once a day (unless no data has been updated during that period), Dayforce maintains backup copies of Personal Data for recovery purposes. Dayforce stores copies of Personal Data and data recovery procedures in a different place from where the primary computer equipment processing the Personal Data is located. <p>Malicious Software. Dayforce maintains anti-malware controls to help avoid malicious software gaining unauthorized access to Personal Data.</p> <p>Security updates. Security patches are installed following a documented security patch management process.</p> <p>Event Logging. Dayforce logs access and use of its information systems containing Personal Data, registering the access ID, time and relevant activity.</p>
Communications Security	<p>Network Segregation. Dayforce has implemented a network segmentation policy and controls to avoid individuals gaining access to communication and systems for which they have not been authorized.</p> <p>Transfer outside own network. Dayforce encrypts, or provides the mechanisms to Client to encrypt, Client information that is transferred across public networks.</p> <p>Information Transfer. Any transfer of Personal Data to third parties is only performed when authorized and following the execution of a formal written non-disclosure agreement.</p>
System Acquisition, Development & Maintenance	<p>Security Requirements. Requirements for protecting data and systems are analyzed and specified.</p> <p>Change Control. Dayforce has implemented a formal change management process to ensure changes to operational systems and applications are performed in a controlled way.</p>
Supplier Relationships	<p>Supplier Selection. Dayforce maintains a selection process by which it evaluates the security and privacy practices of a subcontractor with regard to data handling.</p> <p>Contractual Obligations. Suppliers with access to Personal Data are subject to data protection and security obligations and these are formally integrated into supplier contracts.</p>
Information Security Incident Management	<p>Incident response. Dayforce maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported.</p> <p>Incident notification. For each security breach that impact the confidentiality or integrity of Personal Data, notification by Dayforce will be made without unreasonable delay.</p>

ANNEX 2: TECHNICAL AND ORGANIZATIONAL MEASURES

Domain	Practices
Business Continuity Management	Disaster Recovery. Dayforce maintains a disaster recovery program (DRP). Redundancy. Dayforce's redundant storage and its procedures for recovering data are designed to attempt to reconstruct Personal Data in its last-replicated state from before the time it was lost or destroyed.
Compliance	Security Reviews. Information security controls are independently audited and reported to management on a periodical basis.

The following Service Particulars are incorporated into the Order Form between Dayforce and Client and form an integral part of the Agreement and are applicable to all Dayforce clients (which are clients who have purchased a Dayforce bundle as stated on the Order Form).

SERVICE PARTICULARS DAYFORCE GENERAL TERMS

1. CAPITALIZED AND DEFINED TERMS

1.1 All capitalized terms used herein and not defined shall have the same meaning as in the other documents that form part of the Agreement (as defined in the MSA).

1.2 As used herein:

1.2.1 “*Annual Inflation Index*” means (i) if the currency is USD, the Employment Cost Index for total compensation, for private industry workers, by occupational group and industry (not seasonally adjusted), for all workers (ECI), as published by the Bureau of Labor Statistics, US Department of Labor; (ii) if the currency is CAD, the Consumer Price Index, as published by Statistics Canada, Government of Canada; (iii) if the currency is GBP, the Retail Prices Index excluding mortgage interest, as published by the Office for National Statistics (United Kingdom); (iv) if the currency is AUD, the Consumer Price Index, all groups, non-seasonally adjusted, as published by the Reserve Bank of Australia; (v) if the currency is Euro, the Consumer Price Index (All Items), as published by the Central Statistics Office (Ireland); (vi) if the currency is NZD, the Consumers Price Index, as published by Stats NZ; and (vii) for all other currencies, the applicable price index published by the Organization for Economic Cooperation and Development for the applicable Territory;

1.2.2 “*Business Hours*” means Dayforce’s regular business support hours on each Business Day;

1.2.3 “*Core Module*” means Dayforce Platform, Dayforce Human Resources, Dayforce Payroll, Dayforce Benefits Essential, or Dayforce Time and Attendance;

1.2.4 “*Delivery Assurance SOW*” means the Statement of Work detailing the Delivery Assurance Services;

1.2.5 “*Documentation*” means all documentation relating to the Software, whether in machine-readable or printed form, provided by Dayforce to Client, including any updates, revisions, new versions, and supplements to the Documentation;

1.2.6 “*Early Termination Fee*” has the meaning set forth in the Section titled “Early Termination Fee”;

1.2.7 “*Go Live Date*” means in respect of the initial Order Form, the date on which a Core Module has been configured for use by Client; in the case of a subsequent Order Form, the date on which a Core Module has been configured for use by Client, or if a Core Module is not in scope, the date on which Client has access to any of the Subscribed Modules and/or Services purchased in such Order Form;

1.2.8 “*Implementation Services*” means the implementation Services and/or deliverables to be provided in respect of the Subscribed Modules and Services, as described in the applicable Implementation SOW;

1.2.9 “*Implementation SOW*” means the Statement of Work detailing the Implementation Services provided by Dayforce;

1.2.10 “*Minimum Monthly Employee Count*” means the greater of one hundred (100) Employees or eighty percent (80%) of the Number of Employees as indicated on Client’s Order Form(s), which number represents the approximate current Number of Employees of the Client;

1.2.11 “*Modifications*” means any error corrections, modifications or enhancements to the Software that are included by Dayforce in Support of the Software to all clients;

1.2.12 “*New Versions*” means new versions of the Software that may be deployed by Dayforce to Client for license pursuant to these Service Particulars;

1.2.13 “*Number of Alumni*” means the number of employee records in the Software that have a terminated status within the last thirty-six (36) months at any given time, including full-time and part-time employees as well as any contingent labor or contractors, or any other individual in respect of whom information is being recorded in a Subscribed Module, and all other users who are accessing the Software or database relating to the Services, in respect of whom Client has subscribed for Dayforce Alumni Management (for the purposes of these Service Particulars, each shall be considered an “Alumni”);

1.2.14 “*Number of Employees*” means the number of employee records in the Software that do not have a terminated status, including full-time and part-time employees as well as any contingent labor or contractors, or any other individual in respect of whom information is being recorded in a Subscribed Module, and all administrators or other users who are accessing the Software or database relating to the Services (for the purposes of these Service Particulars, each shall be considered an “Employee”);

1.2.15 “*One Time Fees*” means those Fees set forth in the Order Form under the heading “Estimated Implementation and One Time Fees”, including those Fees payable for the Delivery Assurance Services / Implementation Services, or are otherwise identified or understood to be one time or non recurring Fees, including any Fees payable with respect to change requests;

1.2.16 “*Planned Maintenance Window*” means Dayforce’s planned maintenance hours, to carry out infrastructure and application updates (i.e., upgrades, security patches, database maintenance, etc.). Client may choose from one of the currently available maintenance windows, local time to hosting region listed in the table below:

Country / Region	Weekday Maintenance (Standard)	Weekend Maintenance (Global)
US	Wednesday 02:00-06:00 EST/EDT	Saturday 21:00-01:00 EST/EDT
CANADA	Wednesday 02:00-06:00 EST/EDT	N/A
EMEA	Thursday 02:00-06:00 GMT/BST	Sunday 02:00-06:00 GMT/BST
AUS	Thursday 02:00-06:00 AEST/AEDT	Sunday 22:00-02:00 AEST/AEDT

1.2.17 “*Recurring Fees*” means those Fees set forth in the Order Form under the heading “Estimated Recurring Fees”, or are otherwise identified or understood to be Fees which are payable on the periodic recurring basis stated in the Order Form;

1.2.18 “*Regular Maintenance*” means (i) maintenance performed during the Planned Maintenance Window and (ii) maintenance for which the Client is provided at least twenty-four (24) hours’ prior notice;

- 1.2.19 “*Service Level Agreement*” means the document attached hereto as Appendix A;
- 1.2.20 “*Services*” means, collectively, access to the Subscribed Modules, together with all other Services described in these Service Particulars;
- 1.2.21 “*Software*” means the software program(s) licensed by Dayforce to Client through which the Services will be provided, together with all Modifications and New Versions;
- 1.2.22 “*Subscribed Module(s)*” means, at a given date, the module(s) to which Dayforce will provide Client access as part of the Services and as set forth in the Order Form;
- 1.2.23 “*Support*” means the support and maintenance services provided by Dayforce to Client with respect to a Subscribed Module in accordance with these Service Particulars;
- 1.2.24 “*Terminated Employees*” means the individuals corresponding to the employee records in the Software that have a terminated status, including full-time and part-time employees as well as any contingent labor or contractors, or any other individual in respect of whom information is being recorded in a Subscribed Module, and all other users who are accessing the Software or database relating to the Services (for the purposes of these Service Particulars, each shall be considered a “Terminated Employee”) (if Client has subscribed for Dayforce Alumni Management, those that have a terminated status beyond thirty-six (36) months at any given time); and
- 1.2.25 “*Third-party Implementation Provider*” means a third-party trained in the Dayforce product and implementation methodology who Client contracts with to perform the implementation services and/or deliverables to be provided in respect of the Subscribed Modules and Services. For greater certainty, this is not intended to refer to a Dayforce Contractor.

2. IMPLEMENTATION

2.1 General Approach (applicable where Dayforce is providing the Implementation Services). Dayforce’s general project approach to providing the Implementation Services is based on the concept of shared project responsibility, resulting in a cooperative, hands-on project that is jointly managed by Dayforce and Client. Dayforce works with Client to plan the project – its scope, schedule and resources. During the project planning phase, the Parties will agree upon their respective roles and responsibilities, which will be confirmed in writing and need to be completed in accordance with the agreed upon schedule in order for the Implementation Services to be delivered successfully and within the desired timeline set forth in the project plan. Dayforce will educate Client’s resources on how to maintain the Subscribed Modules so that Client will become self-sufficient with the functionality of the Subscribed Modules. Unless otherwise mentioned in the applicable SOW and/or a project plan, Dayforce’s obligation to deliver the Implementation Services for the One Time Fees stated in the Order Form will survive for twelve (12) months from project kickoff. Should the project exceed twelve (12) months for any reason not the fault of Dayforce, Dayforce reserves the right to revisit the scope and/or the One Time Fees associated with the Implementation Services.

2.2 General Approach (applicable where the Third-Party Implementation Provider is providing the Implementation Services). Client will contract with the Third-Party Implementation Provider to perform the implementation services and/or deliverables to be provided in respect of the Subscribed Modules and Services and Dayforce will provide Delivery Assurance Services in accordance with the Delivery Assurance SOW (if applicable). Client resources will complete Dayforce Training Portal Package training in accordance with the project timeline provided by the Third-Party Implementation Provider to become educated on how to maintain the Subscribed Modules and become self-sufficient with the functionality of the Subscribed Modules. Client acknowledges that the Third-Party Implementation Provider is solely responsible for the implementation services and Dayforce assumes no responsibility in that regard.

2.2.1 Dayforce will (as applicable) complete the setup for (i) tax and banking, (ii) Dayforce Clocks, and (iii) Dayforce Managed Services.

2.2.2 Client will be transitioned to Support once training and testing is complete, and Client has provided written acceptance of the completion of the implementation services with the Third-Party Implementation Provider, save for any open items which are material to the delivery of the Services (“Open Items”). All Open Items must be documented in writing by Client and Third-Party Implementation Provider, and upon completion, Client and Third-Party Implementation Provider shall confirm same in writing. For greater certainty, remediation of configuration issues with the Subscribed Modules is outside of Dayforce’s Support obligations, as further outlined below.

2.3 Assumptions. In addition to the assumptions and requirements set forth herein and in the Implementation SOW / Delivery Assurance SOW, Client acknowledges and agrees that the above approach, One Time Fees and estimated timelines are based on the following assumptions (as applicable):

2.3.1 Client will accurately complete all applicable questionnaires, templates, discovery workbooks, and other documents and requests for data as reasonably required for Dayforce to fulfill its implementation roles and responsibilities;

2.3.2 Client will, where applicable, provide access to Client’s personnel with the appropriate knowledge of Client’s systems and its configuration, to assist in data analysis for HR data import, exports and configuration;

2.3.3 Client will provide any required data in the manner reasonably prescribed by Dayforce by the agreed upon timelines;

2.3.4 While both Dayforce and Client may have a project manager, Client is responsible for management of its own resources and engaging third-party vendors, as necessary. Lack of access to Client resources or Client’s third-party vendor resources, or changes to any individuals filling Client roles identified in the Delivery Assurance / Implementation SOW may impact project timeline and costs;

2.3.5 Client will provide solution feedback and confirmation of acceptance through the prescribed process, and working with resources in a reasonable time frame per the project schedule;

2.3.6 Any changes to scope described in the Delivery Assurance SOW / Implementation SOW will be addressed through a change request;

2.3.7 Dayforce will provide access to pre-production environments, included as standard are two (2) pre-production environments: (1) CONFIG (accessible by Dayforce and Client, generally used for application configuration and testing), and (1) STAGE (accessible by Dayforce and Client, generally used for solution refinement). The CONFIG and STAGE environments (including all data) will be decommissioned after a period of sixty (60) days from the Go Live Date. In the case of a phased implementation, the CONFIG and STAGE environments will remain in place until the Go Live Date of the last phase of the project.; and

2.3.8 On or after the Go Live Date, upon written request by Client via the Help Desk (term defined below) for Support, Dayforce will provide access to one (1) TEST environment (accessible by Dayforce and Client). The TEST environment will be decommissioned by Dayforce upon fifteen (15) days prior written notice to Client should there be no activity for a period of sixty (60) days. Client may at any time request that the TEST environment be recommissioned via the Help Desk for Support. Additional non-production environments may be provided by Dayforce for Client’s use, subject to additional costs. Should Client’s existing TEST environment be in use for a project at the time that another project / phase is commenced, an additional non-production environment will be required at an additional cost.

The following additional assumptions apply only where Dayforce is providing the Implementation Services:

- 2.3.9 Client will provide data requested by project team in a timely manner and per the project schedule;
- 2.3.10 Client will appoint a dedicated administrative user during project launch stage who will complete necessary training per published curriculum prior to project kick-off and will be available for the duration of the project;
- 2.3.11 Client will engage its third-party vendors as required in a timely manner and per the project schedule. Failure by Client's third-party vendors to adhere to project timelines may impact the project timeline and costs;
- 2.3.12 Client will confirm acceptance for all Implementation Services leveraging Dayforce implementation methodology templates in a timely fashion and per the project schedule;
- 2.3.13 Client will complete training activities as outlined in the training curriculum provided by Dayforce and per the project schedule prior to Go Live Date;
- 2.3.14 Client will follow the instructions contained in the training materials; and
- 2.3.15 Client will identify export files by project kick-off. Any additional export or import file(s) identified thereafter may result in additional Fees;

3. SOFTWARE FUNCTIONALITY, HOSTING AND SUPPORT

3.1 Software Functionality

3.1.1 Client's election of the Subscribed Modules will be set forth in the Order Form, signed by both Dayforce and Client. Dayforce warrants that the Subscribed Modules and the Software shall substantially perform in accordance with the Software Functionality and Global Use Guide. Dayforce shall not be liable to remedy any failure of the Subscribed Modules and the Software resulting from the acts or omissions of Client, Third-Party Implementation Provider, or any third party (other than Dayforce Contractors), and is provided "as-is" and "as-available". The Subscribed Modules and the Software may be used by Client outside the Territory in accordance with the terms of the Software Functionality and Global Use Guide. Without limiting the terms of the Software Functionality and Global Use Guide, Client acknowledges and agrees that certain country specific laws (including privacy laws) outside of the Territory may, from time to time, restrict or prohibit Client's use of the Subscribed Modules and the Software, and Client is responsible for ensuring it is complying with such requirements.

3.2 Software Hosting and Support

3.2.1 Dayforce's Obligations.

- (i) Uptime. Dayforce shall host and provide ongoing support for the Software and supported third party products from data centers accessible via the internet. Dayforce will strive to ensure the web-based application interface for the production environment that will be accessed through Client URL, shall be available in accordance with the service levels set forth in the Service Level Agreement, failing which the Client shall be entitled to the rights and remedies set forth therein.
- (ii) Support. For so long as the Services remain in effect, and provided that Client has paid the applicable Fees, Dayforce shall provide Support in accordance with the following:
 - (a) Dayforce will, commensurate with the severity of the defect, correct any malfunction, defect or non-conformity in the operation of the Software from the [Software Functionality and Global Use Guide](https://clientcontractportal.dayforce.com/) posted on <https://clientcontractportal.dayforce.com/> (each, a "Defect") to enable the Software to substantially perform in accordance with the Software Functionality and Global Use Guide in effect at the time the Support is provided. Dayforce shall provide Client Named Support Users (as defined below) with access to (1) its toll free customer support telephone line (which rolls over to the emergency help line after Business Hours) and (2) online support portal (the "Help Desk") for reporting to Dayforce any Defects and for inquiries regarding the Services or ordinary use and operation of the Software as may arise from time to time. Live operators at the Help Desk shall be available during Business Hours. Client shall provide reasonable assistance related to Client systems, as required for Dayforce to correct a Defect. Such reasonable assistance may require Client to provide certain Client information, documentation, technical and other feedback related to Client's systems in order to assist Dayforce to correct such Defect;
 - (b) Support may be provided to Client Named Support Users through one or more of a number of means at Dayforce's reasonable discretion, such as telephone, e-mail, online meeting, or Internet self-service, which includes general technical information and assistance with Defect determination, isolation, verification, and resolution, during Business Hours with regard to in-person telephonic, e-mail and on-line meeting support, or 24/7 (excluding Regular Maintenance hours) with regard to Internet self-service. Support services are not to be used as an alternative to obtaining training. Client shall make commercially reasonable efforts to refer to the Documentation as a first step in answering questions and learning functions of the Services prior to contact with Dayforce with regard to problems or questions;
 - (c) In the event Client Named Support Users use the Help Desk to describe, categorize (in terms of nature and urgency) and submit requests for Support, Dayforce will provide a first response to such inquiry within the time frames set forth in the Service Level Agreement, failing which Client shall be entitled to the rights and remedies set forth therein;
 - (d) Only those named persons (as indicated on the Help Desk access list provided from time-to-time by Client to Dayforce) trained on the use and operation of the Software ("Client Named Support Users") may access to the Help Desk for Support. Dayforce reserves the right to establish a maximum number of Client Named Support Users, acting reasonably;
 - (e) Dayforce will use commercially reasonable efforts to perform all required maintenance to the Software (or any other elements of the hardware or infrastructure necessary for the provision of the Services contemplated under these Service Particulars) during the Planned Maintenance Window. Dayforce will use commercially reasonable efforts to keep the period during which Client's access to the Software is impeded during the Planned Maintenance Window to a minimum. Dayforce will notify Client of all maintenance at least twenty-four (24) hours in advance, provided that, for maintenance for which Dayforce cannot provide twenty-four (24) hour response, Dayforce will provide notice as soon as reasonably practicable. Dayforce will not be responsible for any damages or costs incurred by Client, if any, for scheduled down time. Dayforce may change its Planned Maintenance Window upon thirty (30) days' prior notice to Client; and
 - (f) support provided under these Service Particulars does not include services provided with respect to any problem resulting from configuration or customization of the Service (including any Professional Services) made by or at Client's direction and/or approval. Dayforce shall not be obligated to provide Support if the Software is not used in accordance with the then-current Documentation or if any Defect reported by Client is found by Dayforce to be due to the misuse, improper use, alteration, or damage of the Service, lack of training, or any other cause other than the Software as delivered by Dayforce. Client shall be responsible for configuration activities after the implementation of Dayforce. Client shall pay Dayforce, at Dayforce's then-current rates provided that Client consents to such billable activity, for support, if: (1) Client requests configuration activities or consultation with respect to configuration activities from the Dayforce support team; (2) Client does not assist Dayforce as required; or (3) the Software is not used in accordance with the Documentation.
- (iii) Dayforce may from time to time (but shall not be required to unless a Modification is required to fix a Defect) make Modifications to

the Software and/or its functionality, for purposes such as maintenance or upgrades, or otherwise as deemed appropriate by Dayforce. Such Modifications are within the discretion of Dayforce, and are not required to be made, but will not materially adversely affect Clients' Services (when viewed as a whole) or require the payment of additional Fees or costs. Modifications will be pre-announced a reasonable time in advance and Client shall have a reasonable opportunity to interact with modified Services in a non-live (e.g., test, sandbox) environment. Dayforce will only provide Support in respect of Dayforce Clocks as part of the Services, and will not provide Support or other assistance in respect of clocks or other hardware supplied by any other provider.

3.2.2 Client's Obligations.

- (i) Client will not: (a) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (b) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (c) send or store any virus, worm, time bomb, Trojan horse or other harmful or malicious code, file, script, agent or program; (d) interfere with or disrupt the integrity or performance of the Services or the data contained therein; or (e) attempt to gain unauthorized access to the Services or related systems or networks.
- (ii) Client will designate Client Named Support Users to triage all internal support incidents reported by end users. Triage occurring by Client Named Support Users includes: checking the Documentation for assistance in dealing with the reported incident, attempting to reproduce the incident in a production copy, and documenting the steps required to reproduce the incident. Upon reporting an incident, Client agrees to cooperate, work closely with, and provide assistance to Dayforce in the investigation, diagnosis, and resolution of the incident.
- (iii) Dayforce shall have the right to access Client's account from time to time, for purposes of Support, administration, invoicing and to inspect Client's utilization of the Services so as to ensure Client's compliance with the provisions of this Agreement, as reasonably necessary in Dayforce's sole discretion.
- (iv) Client is responsible for meeting the minimum software and system requirements needed to use the Services, as identified by Dayforce including, but not limited to the "Dayforce Security Best Practices Guide" document located at <https://duediligence.dayforce.com>.

4. SERVICE FEES AND PAYMENT

4.1 Fees. The Fees payable by Client to Dayforce for the Services are as set forth in the Order Form. The Fees are exclusive of all Taxes. Except as otherwise stated herein, all invoices will be due and payable by Dayforce supported electronic means (e.g., direct deposit, pre-authorized debit) within thirty (30) days of the date of invoice.

4.2 One Time Fees

- 4.2.1 The One Time Fees for Implementation Services have been calculated taking into account the work and materials Dayforce has reasonably estimated will be required to implement the Service. This estimate has been made by Dayforce in good faith based on the information available to Dayforce at the time of executing the Order Form, including information and representations provided by Client. To the extent that new or additional information becomes available to Dayforce which impacts the estimated One Time Fees, the Parties shall mutually agree to necessary changes to the Implementation SOW (including to corresponding Fees).
- 4.2.2
 - (i) The One Time Fees for implementation (including any applicable conversion) Services and setup Services will be invoiced and payable in two (2) installments as follows: (a) in respect of the initial Order Form, fifty percent (50%) at the Subscription Start Date and fifty percent (50%) at Go Live Date; (b) in respect of a subsequent Order Form, (1) if a Core Module is in scope, fifty percent (50%) at the date Implementation Services are started (generally by way of a project kick off meeting) and fifty percent (50%) at Go Live Date; and (2) if a Core Module is not in scope, one hundred percent (100%) at the Subscription Start Date;
 - (ii) The One Time Fees for Delivery Assurance Services will be invoiced and payable in accordance with the Delivery Assurance SOW;
 - (iii) The One Time Fees for Dayforce Professional Services Time & Material Service will be invoiced and payable monthly, based on actual hours worked. The estimate in the Order Form / Change Request has been made by Dayforce in good faith based on the information available to Dayforce at the time, including information and representations provided by Client. Following discovery, a refined estimate will be provided in the form of a Software Requirements Specification (if applicable). In the event that Client cancels the project, Client will be responsible to pay Dayforce for any Fees incurred for hours worked;
 - (iv) All event-based One Time Fees will be payable upon event completion; and
 - (v) All other One Time Fees will be invoiced upon Subscription Start Date.

4.3 Recurring Fees

4.3.1 Except as otherwise stated below, the monthly Recurring Fees will be invoiced and payable monthly in advance, commencing as of the Subscription Start Date, based on the Number of Employees (and number of Alumni if Dayforce Alumni Management is applicable) set forth in the Order Form. Upon the Go Live Date, the monthly Recurring Fees will be based on the Number of Employees / Number of Alumni as at the fifteenth (15th) of each calendar month, or such other date as may be communicated to Client by Dayforce. In no event will the Number of Employees used for calculating the monthly Recurring Fees for any given calendar month be less than the Minimum Monthly Employee Count. A designated bill cycle date will be established by Dayforce at order set-up for Recurring Fees. Services included in the Order Form that are based on a per occurrence (e.g., Fees for ancillary services shown on the Rate Sheet), will be invoiced monthly in arrears. The Recurring Fees for additional non-production environments (if applicable) will be invoiced monthly, commencing upon environment availability.

4.3.2 Where Client's Services include Managed Payroll and / or Managed Benefits Services in addition to Dayforce SaaS Services, the Minimum Monthly Employee Count specific to such managed Services will be calculated separately from the Minimum Monthly Employee Count for Dayforce SaaS Services.

4.3.3 The monthly Recurring Fees for Dayforce Managed Garnishments and Dayforce Managed Garnishments – Employee Contact Center will be invoiced and payable monthly in arrears based on the number of active garnishments each month, commencing after the first payroll processing in accordance with the designated bill cycle date as set forth above.

4.3.4 The monthly Recurring Fees for Dayforce Technical Account Manager, Dayforce Technical Account Manager – Additional, and Dayforce Dedicated Technical Account Manager will commence as of the date Implementation Services are started (generally by way of a project kick off meeting). Fees invoiced and payable prior to the Go Live Date will be discounted by fifty (50%) percent. A minimum of ninety (90) days' prior written notice to Dayforce is required to cancel Dayforce Technical Account Manager, Dayforce Technical Account Manager – Additional, or Dayforce Dedicated Technical Account Manager.

4.4 Training Fees. All event-based training Fees will be payable upon event completion. Subscription-based training Fees will be payable upon project kick-off (or if subscribed after kick-off, immediately upon subscription) and each renewal date thereof. Consulting-based training Fees will be invoiced on a time and materials basis, billed monthly based on the amount of work completed each month. The Fees stated in the Order Form have been calculated using an hourly rate based on the estimated hours stated therein, as determined by the Parties. The Fees payable will be based on actual hours worked. The training is for use within a twelve (12) month period, effective upon project kick-off of Implementation Services (or upon signing of subsequent Order Forms). The hourly rate will

expire at the end of such twelve (12) month period. If Client terminates the Agreement, the associated Services, or the training project, as the case may be, for any reason, Client will be responsible to pay to Dayforce any Fees incurred for hours worked.

4.5 Hardware Fees. All One Time Fees in respect of purchased Dayforce Clocks, badges or other tangible items or hardware, will be invoiced upon shipment. Clock annual maintenance Recurring Fees will be invoiced upon shipment of the purchased Dayforce Clocks and each renewal date thereof. Clock subscription Recurring Fees will be invoiced upon shipment and each subsequent month. Recurring Fees with respect to webclocks will be invoiced upon configuration of the webclock and each subsequent month.

4.6 Annual Fee Increase. All Fees are subject to annual increases in an amount not to exceed the annual increase in the Annual Inflation Index for the respective billing currency (on a cumulative basis from the Subscription Start Date), the first such increase to be calculated and effective on the first anniversary of the Subscription Start Date. If the annual increase calculation results in an increase amount of zero or less, then no Fee increase shall apply for the next annual cycle.

5. SERVICE TERM AND TERMINATION

5.1 Service Term and Fees payable for Early Termination. The Agreement for the Services shall be effective and binding immediately upon execution of the Order Form, and unless terminated earlier by a Party as expressly permitted under the termination provisions of the Agreement, shall remain in effect for an initial Service Term equal to the number of months / years set forth in the Order Form calculated from the Subscription Start Date. The Service Term shall automatically continue after the expiration of the initial Service Term, on a month-to-month basis, on the same terms and conditions without the need for any written extension agreement, until terminated by either Party upon ninety (90) days' prior written notice to the other, or until terminated otherwise in accordance with the termination provisions in the Agreement. If Client terminates the Services prior to the expiration of the initial Service Term, in addition to being responsible to pay Dayforce Fees for all work and Services provided up to and including the effective date of termination of the Services (including all One Time Fees for work performed up to such date), Client shall be required to pay Dayforce the Early Termination Fee.

5.2 Early Termination Fee. The early termination fee ("Early Termination Fee") is the fee payable by Client to Dayforce if Client terminates a Service before the end of the initial Service Term (except pursuant to Section 3.2.2 ("Material Breach") or Section 3.2.3 ("Insolvency") of the MSA by Dayforce). The Early Termination Fee will be equal to the average monthly Recurring Fees (computed based on the average Recurring Fees paid by Client for Services during the three (3) month period preceding cancellation (or where three (3) months have not yet passed since the Go Live Date, then based on estimated annual fees as shown in the Order Form divided by twelve)) multiplied by the number of whole or partial months between the date that the cancellation is effective and the expiration date of the initial Service Term, less a discount equal to: sixty percent (60%) if terminated in years one or two; fifty-five percent (55%) if terminated in year three; fifty percent (50%) if terminated in year four; and twenty-five percent (25%) if terminated in year five.

5.3 Transition Assistance. Dayforce shall cooperate reasonably and in a timely manner on a time and materials basis with the efforts by Client, or any other party acting on Client's behalf, to provide for an orderly transition of the applicable Services to Client or another service provider.

6. ADDITIONAL PROVISIONS

6.1 TeamRelate. The TeamRelate feature made available via the Software is intended to be used as one part of an overall candidate and employee assessment process and is not designed or recommended for standalone use or as a replacement for the professional judgment of Client's employees. If Client becomes dissatisfied with the TeamRelate feature, Client's sole remedy shall be to discontinue its use.

6.2 Extended Access to Historical Data. To the extent Client is migrating the Services described hereunder from an existing Dayforce hosted platform (the "Prior Dayforce System"), Dayforce agrees to provide access to Client's data stored in the Prior Dayforce System (the "Historical Data") for a period of six (6) months following the Go Live Date (subject to any shorter retention period as required by applicable privacy or other laws) or on the Prior Dayforce System retirement date, whichever is earlier. Access to the Historical Data will be provided at no charge during such six (6) month period. Unless otherwise agreed between the Parties in writing, access will be terminated without further notice upon expiration of the noted period.

6.3 Dayforce Engagement. Dayforce Engagement allows Client to conduct engagement surveys using pre-defined and Client-created surveys. Client remains solely responsible for complying with the laws and regulations associated with conducting engagement surveys, including any decisions affecting Employees and the conclusions drawn from the survey results.

6.4 Dayforce Safety Monitor. Dayforce Safety Monitor provides tools for collecting data relating to a public health emergency, and it is intended to be used as one part of Client's overall business continuity program. Dayforce Safety Monitor has not been designed or reviewed to comply with any specific application of the law, regulation or other requirement as it relates to Client. Client remains solely responsible for complying with any applicable laws relating to the collection of employee data.

Appendix A SERVICE LEVEL AGREEMENT

This document sets forth the specific performance measures that will be tracked and measured in connection with Dayforce's performance of the Services (the "Service Levels"), including the target level of Service which Dayforce strives to meet in delivering the Service (the "Service Target"), as well as the minimum acceptable level of Service below which Client shall be entitled to the recourse prescribed (the "Minimum Acceptable Level"). Dayforce will treat all Service Level failures as a priority and work diligently to avert or minimize any adverse effect such failure may have, including developing a work around solution. Dayforce will develop and implement a proposal for rectifying any such failure, and identify improved processes to identify, detect and avoid similar failures in the future. Without limiting the generality of anything herein, the Parties agree that in calculating the Service Levels for any period, Dayforce shall exclude any incident or failure which was caused by: (a) the negligence of Client, or Client failing to perform any of its covenants under the Agreement in a timely fashion or at all; and (b) any reason beyond the reasonable control of Dayforce, including (but not limited to) failure of Client's systems, failure of Client's internal network or access to the internet, acts of God, acts of war or terrorism, labor strikes or other act of force majeure.

If Dayforce fails to meet the Minimum Acceptable Level for a Service Level in any calendar month, Dayforce will provide a root cause analysis for the failure and a short-term plan (and long-term plan if appropriate) to return to acceptable Service Levels. If Dayforce fails to meet the Minimum Acceptable Level for the same Service Level any two consecutive calendar months, Dayforce will assign a senior support escalation contact to Client who will meet with the Client on a regular basis (at times and schedule as mutually agreed upon) until the Service Levels are restored.

1.0 Client Support Portal Service Levels

Objective: Dayforce will respond in a timely fashion to support enquiries from Client Named Support Users submitted through Dayforce's online support portal.

Definition: Client Named Support Users will use Dayforce's online support portal to describe, categorize (in terms of nature and urgency) and submit requests for Support. Dayforce will provide a first response to such inquiry within the time frames set forth below.

Method: Case management system tickets opened during the current measurement period will be used to compute the following: Total number of inquiries submitted through the portal and responded to within the corresponding acceptable time frame, divided by the total number of inquiries submitted through the portal.

Severity	Description	First Response	
		Application Support Standard	Application Support Premium (if purchased)
Urgent	A complete inability to use major functionality within the application resulting in a serious impact to the Client's business operations with no existing workaround	Within 1 Business Hour (Monday to Friday)	Within 1 Hour (Monday to Sunday)
High	Severely limited ability to use major functionality within the application that could impact the Client's business operations, with workarounds that may not fully address the issue	Within 8 Business Hours (Monday to Friday)	Within 4 Business Hours (Monday to Friday)
Medium	Minor errors in functionality within the application, often accompanied by workarounds	Within 12 Business Hours (Monday to Friday)	Within 12 Business Hours (Monday to Friday)
Low	General inquiries on the use of the application or; Minor cosmetic errors or incidents which otherwise do not require immediate attention or; Rare errors that appear during unusual conditions or are otherwise unlikely in normal use or; Errors which have a sustainable workaround	Within 24 Business Hours (Monday to Friday)	Within 24 Business Hours (Monday to Friday)

Performance Level:

Values	Metrics
Target Level for First Response	95% of enquiries will be responded to within the designated time frame
Minimum Acceptable Level for First Response	80% of enquiries responded to within the designated time frame.

Service Level Performance Tracking: Monthly

2.0 Software Availability

Objective: Dayforce will provide Client's users with 24x7 access to information via the internet, except during scheduled maintenance.

Definition: The Client's production environment for the Software will be available 24 hours per day, 7 days a week, 365 days a year ("Total Minutes"), excluding:

- (a) Regular Maintenance;
- (b) unavailability due to improper configuration of the Software caused by the Client or the use of unsupported hardware or software; (collectively, "Maintenance Minutes").

The Client will be notified of scheduled maintenance through Dayforce's support notices program. An email will be sent from supportnotices@dayforce.com to all Client Named Support Users.

Method: Dayforce hosted services system records will be used to compute "Availability" as follows: (Total Minutes minus Maintenance Minutes)

minus unscheduled downtime, divided by (Total Minutes minus Maintenance Minutes).

Performance Level:

Values	Metrics
Target Level for Availability	100% availability, excluding Maintenance Minutes.
Minimum Acceptable Level for Availability	99.75% availability, excluding Maintenance Minutes.

Service Level Performance Tracking: Monthly

Example

April Total Minutes	30 days x 24 hrs x 60 mins	43,200 Total Minutes
April Maintenance Minutes	4 days x 4 hours / day x 60 mins	960
April Total Available Minutes	43,200 – 960	42,240
April additional excused outages (e.g. force majeure)	0	0
April unexcused outages	30	30

Calculation

$[(42,240 - 30) / 42,240 = 99.93\%$

Result: Meets Minimum Acceptable Level.

**SERVICE PARTICULARS
DAYFORCE PAYROLL TERMS
(US)**

(APPLICABLE ONLY TO DAYFORCE BUNDLES WHICH CONTAIN DAYFORCE PAYROLL)

1. CAPITALIZED AND DEFINED TERMS

1.1 All capitalized terms used herein and not defined shall have the same meaning as in the other documents that form part of the Agreement (as defined in the MSA) or the Dayforce General Terms (the Service Terms applicable to all Dayforce bundles), as applicable.

1.2 As used herein:

1.2.1 "ACA" means the Affordable Care Act;

1.2.2 "ACA Forms" means IRS Forms 1094-C and 1095-C;

1.2.3 "Funding Authorization" means such written authorization, power of attorney or other form executed by Client from time to time as reasonably required by Dayforce to authorize and permit Dayforce to withdraw money, forward payments or take other steps to facilitate the movement of payments as part of the Services;

1.2.4 "Funds" means those funds to be received by Dayforce from Client, in an amount equal to the Payments to be made for a particular Payroll;

1.2.5 "Payments" means any payments to be made by Dayforce on Client's behalf hereunder, to its Employees statutory remittances, tax filing liabilities and other third-party payments as directed by Client and agreed to by Dayforce, including Pre-Tax Tips (as defined in the Dayforce Card Program below);

1.2.6 "Payroll" means the Client Payments processed or to be processed by Dayforce with which the Services are associated;

1.2.7 "Tax Forms" means those forms, as supported by Dayforce's Software, as prescribed by Taxing Authorities from time to time which are required to be provided by Client to the Employees in connection with the remuneration paid or payable to the Employees;

1.2.8 "Taxing Authorities" means those government agencies to which tax remittances are made relating to compensation paid by Client to Employees, and any successors to such agencies; and

1.2.9 "Trust" means the trust(s) established pursuant to a written declaration of trust for the purposes of receiving Funds from its clients, or such additional or replacement trust(s) as may hereafter be established by Dayforce for such purposes.

2. ONGOING SERVICES

2.1 Funds Transfer (Dayforce Bank Account)

2.1.1 Dayforce's Obligations for Dayforce Direct Deposit and Dayforce Check. Where Dayforce is responsible for issuing Payments using the Trust, Dayforce will:

(i) issue the Payments in accordance with the Payroll and Payment processing schedule, as agreed upon by the Parties, to meet Client's Payroll obligations, by way of: (a) submitting Payment information to the appropriate funds transfer network(s) in the form required for the electronic crediting/direct deposit of payment to the designated accounts of Employees; and/or (b) create negotiable paychecks to the order of Employees drawn on the Trust account. Each paycheck will be printed on Dayforce check stock with Dayforce officer's signature and Dayforce logo;

(ii) for Dayforce Direct Deposit and Dayforce Check, process file reversals, request stop payment orders and request direct deposit reversals upon Client's written request

(iii) for Dayforce Direct Deposit and Dayforce Check process stop payments and direct deposit reversals upon Client's written request (subject to any time restrictions reasonably prescribed by Dayforce);

(iv) at the request of Client or at Dayforce's option, provide Client a report identifying un-cashed paychecks considered stale dated, and pay to Client an amount equivalent to any Payroll Funds held on account of Payments against which stop payments have been placed, or which are, according to banking practice, considered to be stale-dated (less a reasonable administration fee; or at the request of Client, such Payroll Funds may be credited to Client's next Payroll);

(v) notify Client of exceptions related to paychecks processing and pre-notification rejections, bank requested notification of change requests, and returned credits, as applicable ("Exceptions");

(vi) notify Client of any errors or other circumstances in the event Dayforce is unable to provide Payments and either re-performs Services (when possible) or arrange return of unpaid funds to Client. Unpaid Payroll Funds will be returned only after verification of available and sufficient fund balances (with time allowances for returned items) by the bank in which such funds are held; and

(vii) monitor and interpret changes to those laws and regulations in the Territory pertaining to payroll gross-to-net calculations (including tax tables / tax rates) and modify the Software and Services as required to incorporate such changes and ensure the Software performs all such calculations in compliance with the applicable laws and regulations.

2.1.2 Client's Obligations for Dayforce Direct Deposit and Dayforce Check. Where Dayforce is responsible for issuing Payments using the Trust, Client will:

(i) enter, maintain and transmit (via the Software) Payroll data to Dayforce, in such number of days as established by Dayforce (acting reasonably) prior to the date the paychecks are to be issued and deposits are to be made, as required to meet agreed upon processing schedules, as set forth in the Funding Authorization;

(ii) review and audit all Payroll data, reports and other materials prior to committing the Payroll. Client shall correct any discrepancies or errors in such materials prior to the next scheduled processing;

(iii) monitor changes to those laws specifically applicable to Client's business, interpreting applicable laws and regulations, determining the requirements for compliance with such laws and regulations, and notifying Dayforce of any changes to the Payroll processing required as a result of such laws;

(iv) be responsible for compliance with earning statement obligations, retirement and benefit election and remittance requirements, garnishment obligations and any incorrect payments made to Employees as a result of incorrect, incomplete, and/or changed data or information received by Dayforce from Client;

(v) correct Exceptions before transmitting Payroll data for Client's next Payroll (otherwise Client could be in breach of applicable laws or regulations);

(vi) be responsible for contacting payees to resolve payment of any voided paychecks and reimburse Dayforce for any losses and fees

incurred by Dayforce in circumstances where Dayforce honors Client's request to initiate a stop payment order and issues a replacement check, but the check originally issued is subsequently presented for payment by a holder in due course (including fraud or misconduct on the part of Employees) and Client shall reimburse Dayforce for any payments made or fees resulting from holder in due course claims;

(vii) require Employees to complete, sign and maintain any account funding authorizations or other documents or authorizations necessary for Dayforce to provide Services, including authorizations for the initiation of credit entries. Without limitation, Client shall ensure that each Employee utilizing Dayforce Direct Deposit has authorized the initiation of credit entries and the crediting of the Employee account, as well as the debiting of the Employee account through a file reversal in the event of erroneous transactions (including but not limited to incorrect or duplicate transactions) a returned item from Client's account or any funding deficiency by Client (to extent permitted by law). Client must ensure that such authorizations are operative at the time of transmittal and crediting/debiting of the Employee accounts;

(viii) hereby grant to Dayforce the authority to issue Payments on behalf of Client, and to take such other action as may be necessary from time to time in connection with the provision of the Services, which might authorize to instruct its bank to stop payment and authorize to refuse payment as required to provide the Services;

(ix) forward or make available the Funds to an account established by the Trust as directed by Dayforce. The Funds will be provided by Client in a manner satisfactory to Dayforce (acting reasonably). Client will fully fund such account and as agreed upon by the Parties, shall either timely wire the funds, or shall timely authorize the initiation of debit entries and the debiting of the account in the amount and on the date specified and ensure that such authorization is operative at the time of transmittal and debiting of Client account. Dayforce shall not be obliged to release any Payroll documents or to make or honor any Payments until it has received confirmation that Client's financial institution upon which the Funds have been drawn has irrevocably honored such request for advance of funds. In this regard, Dayforce reserves the right, at its option, to implement such procedures as may reasonably be required to guarantee the irrevocable receipt by it of the Funds prior to Dayforce paying out any such funds;

(x) provide Dayforce with Funds in an amount equal to the tax liability Payments to be made for a particular Payroll; and

(xi) pay for all reasonable expenses incurred by Dayforce as a result of Client errors or omissions.

2.2 Tax Filing Services

2.2.1 Dayforce's Obligations. Dayforce will:

(i) prepare, deposit, and file Client's Payroll tax returns for those federal, state and local jurisdictions supported by Dayforce and reflected on Client's Tax jurisdictional profile;

(ii) remit Client's tax liabilities to Taxing Authorities as supported by Dayforce;

(iii) provide Client with a regular tax statement for each Client tax registration number processed by Dayforce;

(iv) provide, prepare and file employer Tax Forms in the formats required by each Taxing Authority provided that Dayforce has provided tax filing Services for Client for the entire calendar year or Client has provided year to date or quarterly tax filing data in accordance with Section 2.2.2(vii);

(v) respond to all Taxing Authorities inquiries pertaining to jurisdictions processed by Dayforce for periods of services provided by Dayforce. Dayforce shall provide Client with copies of correspondence sent to Taxing Authorities in the resolution of the inquiry; and

(vi) provide Client with online access to account information, including tax deposit history.

2.2.2 Client's Obligations. Client will:

(i) prior to the first Payroll date, provide Dayforce with such information, forms, Powers of Attorney, written authorizations and other documentation as reasonably required by Dayforce in order to enable Dayforce to determine paid and accrued taxes and tax liabilities, and to remit Client's tax liabilities and otherwise act on Client's behalf in this regard;

(ii) provide accurate account numbers, remittance frequency and all other information required from time to time to permit accurate and timely remittance by Dayforce;

(iii) notify Dayforce in writing immediately of any changes to the frequency with which it must make its statutory remittances and provide Dayforce with any notices it receives from the Taxing Authorities relating to the frequency of such remittances or any other reporting requirements. Client shall continue to receive, review and be the contact for all correspondence and all other communications with the Taxing Authorities, but Client authorizes Dayforce to discuss matters relating to remittance of Client's source deductions with such Taxing Authorities;

(iv) communicate in writing any changes in services or changes that affect the information provided by Client to Dayforce ten (10) Business Days prior to the desired effective date of such change. Any penalty or other charges that result from incorrect, incomplete, or changed tax information provided by Client is Client's sole and exclusive liability and responsibility. Dayforce is not responsible for any matters existing prior to Dayforce's first Payroll date;

(v) review and compare the transmitted liabilities with Dayforce posted liabilities and notify Dayforce of any discrepancies within one (1) Business Day of initial receipt (or such other time period as reasonably established by Dayforce in accordance with its processing schedule

(vi) enter, maintain and transmit (via the Software) Payroll data to Dayforce, such number of days as established by Dayforce (acting reasonably) prior to the date the paychecks are to be issued and deposits are to be made, as required to meet agreed upon processing schedules;

(vii) provide mid quarter data within two (2) weeks of the Go Live Date, or by the 15th day of March, June, September, or December, whichever comes first, if Client's Go Live Date is after tax liabilities have been paid by Client in the quarter of service (or by such other deadlines as reasonably established by Dayforce from time to time in accordance with its processing schedule);

(viii) assist Dayforce in responding to inquiries or in processing amendment requests by providing the information necessary to meet Tax Authority requirements. Client shall provide Dayforce with written approval for amendments or inquiries resulting in additional tax, penalty and/or interest due, and agrees to fund these amounts in full prior to completion and submission;

(ix) retain records according to the schedules established by Taxing Authorities for Client. Dayforce has no responsibility or liability for maintaining or retaining records on behalf of Client;

(x) submit any necessary changes to the year-end tax file in accordance with the time frames reasonably established by Dayforce (such time frames will be established based on the time required, after receipt of such information by Dayforce, for Dayforce to perform its responsibilities within the time prescribed by the Taxing Authorities); and

(xi) provide Dayforce with Funds in an amount equal to the tax liability Payments to be made for a particular Payroll.

2.3 Year End Employee Tax Forms

2.3.1 Dayforce's Obligations. Dayforce will:

(i) deliver the Tax Forms to Client no later than five (5) Business Days (or such other deadline as reasonably established by Dayforce from time to time in accordance with its processing schedule) after Client has committed/released to print (through the Software functionality) the Tax Forms in the year immediately following the calendar year for which the Tax Forms are being prepared (subject to Client's obligations to provide data and review output as contemplated herein, in a timely fashion);

(ii) provide support services via Dayforce's designated support portal for Client's technical personnel and primary users of the Services;

(iii) annually publish the Tax Forms production schedule;

(iv) print and/or post the type(s) and quantity of Tax Forms specified by Client and as the data appears in the file transmitted by Client;

and

(v) package Tax Forms for shipment within five (5) Business Days (or such other deadline as reasonably established by Dayforce from time to time in accordance with its processing schedule) after Client has committed (through the Software application) to print/release the Tax Forms. Additional charges will apply for any Client requested (a) sorting and/or splitting, or (b) printing of Tax Forms.

2.3.2 Client's Obligations. Client will:

- (i) review Tax Forms upon receipt of same and notify Dayforce of any errors in such materials within two (2) Business Days (or such other deadline as reasonably established by Dayforce from time to time in accordance with its processing schedule) of receipt of printed Tax Forms; and
- (ii) adhere to the annually published Tax Forms production schedule provided by Dayforce including: (a) completion of any necessary adjustments in the timeframe designated by Dayforce; and (b) committing the Tax Forms to print.

2.4 Wage Attachment Disbursements

2.4.1 Dayforce's Obligations. Dayforce will:

- (i) timely prepare and deposit Client's wage garnishment liabilities for those federal, state, and local payment processing units and individual third parties supported by Dayforce to which an Employee owes a debt and has agreed or is compelled by appropriate governmental authority to resolve via garnishment of Employee's wages;
- (ii) collect funds to cover the total amount of wage garnishment liabilities transmitted by Client in accordance with the terms set forth in the Funding Authorization or in accordance with the timelines established by Dayforce from time to time, acting reasonably; and
- (iii) provide a statement of account activity to Client summarizing funds collection and disbursement transactions. Dayforce is not responsible for providing additional administrative services including agency research, account reconciliation, and wage garnishment data input and adjustments except where Dayforce has agreed in writing to provide such services.

2.4.2 Client's Obligations. Client will:

- (i) provide wage garnishment data including wage order data, wage garnishment amounts, payee addresses, bank account information in a Dayforce approved format as outlined in user manuals, client communications and service advisories within the timeframes as required in respect of the Payroll data generally;
- (ii) provide funds to cover the total amount of wage garnishment liabilities transmitted by Client in accordance with the terms set forth in the Funding Authorization;
- (iii) notify Dayforce of any unscheduled and/or special Payroll runs that will impact wage garnishment data including void, manual, and/or adjustment transactions;
- (iv) correct any errors before transmitting Client's next Payroll or wage garnishment data transmission. Any penalty or other charges that result from incorrect, incomplete, and/or changed wage garnishment data received by Dayforce from Client, or from Client's changed information or signatures and documents in Client's possession that are not provided to Dayforce in a timely manner are Client's sole and exclusive responsibility; and
- (v) compensate Dayforce for any applicable late or miscellaneous fees related to the services. Any penalty or other charges that result from incorrect, incomplete, and/or changed wage garnishment data received by Dayforce from Client, or from Client's changed information that it has not disclosed to Dayforce in a timely manner is Client's sole and exclusive responsibility.

2.5 ACA Forms Filing Services (APPLIES ONLY WHEN ACA MANAGEMENT IS PURCHASED)

2.5.1 Dayforce will, upon receipt of complete, accurate and properly coded data in the format specified by Dayforce, annually file Client's ACA Forms in the format required by the Taxing Authority.

2.5.2 Client's Obligations. Client will:

- (i) prior to the Go Live Date and at appropriate intervals thereafter, provide Dayforce with such information, forms, written authorizations and other documentation as reasonably required by Dayforce to file ACA Forms;
- (ii) provide complete and accurate data to Dayforce in a Dayforce specified manner, and promptly review and validate data and correct any incomplete, inaccurate and improperly coded data. Taxing Authorities will not accept a data file that is incomplete or improperly formatted;
- (iii) adhere to the annually published ACA Forms production schedule provided by Dayforce including: (a) completion of any validation and necessary adjustments in the timeframe designated by Dayforce; and (b) committing the ACA Forms to Dayforce for processing; and
- (iv) respond to Taxing Authority inquiries related to the ACA Forms.

2.6 ACA Forms Print and Image Services (APPLIES ONLY WHEN ACA MANAGEMENT IS PURCHASED)

2.6.1 Dayforce's Obligations. Dayforce will:

- (i) annually publish the ACA Forms production schedule;
- (ii) subject to Client's obligations to provide complete, accurate and properly coded data, in a timely fashion, print and package ACA 1095-C Forms for shipment in accordance with its processing schedule. Employees may opt-out of receiving a printed form using the self-service functionality in the Software. Additional charges will apply for printing as well as any Client requested splitting of ACA Forms;
- (iii) make available a copy of ACA Forms within the Software for review and approval by Client administrators. Upon approval, ACA Forms may be printed from the system; and
- (iv) provide support services via telephone, electronic mail and/or access to Dayforce's designated web site for Client's technical personnel and primary users of the Services.

2.6.2 Client's Obligations. Client will:

- (i) complete web setup provided by Dayforce;
- (ii) provide complete and accurate data to populate ACA Forms, and promptly review and validate data (including any codes auto-populated by the Software), and correct any incomplete, inaccurate and improperly coded data. Taxing Authorities will not accept a data file that is incomplete or improperly formatted; and
- (iii) adhere to the annually published ACA Forms production schedule provided by Dayforce including: (a) completion of any validation and necessary adjustments in the timeframe designated by Dayforce; and (b) committing the ACA Forms to Dayforce for processing.

2.7 Employment and Salary Verification (APPLIES ONLY WHEN EMPLOYMENT AND SALARY VERIFICATION IS PURCHASED)

2.7.1 Dayforce's Obligations. Dayforce will:

- (i) conduct employment, income and other employment status verification searches (at the then current rate, to be confirmed at time of ordering) for Client. The third party contractor through whom Dayforce provides this Service is a Consumer Reporting Agency, as defined by the federal Fair Credit Reporting Act (FCRA). Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website: www.consumerfinance.gov/learnmore. The specific obligations of Furnishers of Information under the

FCRA can be found at www.federalregister.gov/articles/2012/11/14/2012-27581/fair-credit-reporting-regulation-v-correction#h-14.

- 2.7.2 Client's Obligations. Client will:
- (i) provide Dayforce with the required information in time for Dayforce to complete the Services in accordance with the mutually agreed upon processing schedule;
 - (ii) as the data furnisher, be solely responsible for the accuracy of all data and information provided to Dayforce, and in this regard will participate (as needed) in consumer dispute resolution process that may occur related to the accuracy of information provided to Dayforce.

3. DAYFORCE WALLET / CARD PROGRAM. (APPLIES ONLY WHEN CLIENT SUBSCRIBES FOR DAYFORCE WALLET IN AN ORDER FORM)

3.1 As used in this Section 3:

- 3.1.1 "Accountholder Agreement" means the agreement to be entered into directly between an Employee and the Issuing Bank, with respect to the Employee's use of the Card and Dayforce Account;
- 3.1.2 "Advance" means any advance of monies made by Dayforce Licensing to the Trust, on behalf of the Client, in connection with and to fund On-Demand Pay, including:
- (i) On-Demand Pay amounts deposited into Dayforce Accounts;
 - (ii) applicable source deductions payable to Taxing Authorities in respect of Advances made to Employees; and
 - (iii) payments made to other third parties (in accordance with the rules configured in the Software) in connection with Advances made to Employees, including garnishments and benefit premiums;
- 3.1.3 "Advance Repayment Agreement" means the Advance Repayment Agreement between Client and Dayforce Licensing, pursuant to which Dayforce Licensing will make available the Advances, the terms and conditions of which are set forth in Appendix A hereto;
- 3.1.4 "Card" means the access device or number associated with a Dayforce Account;
- 3.1.5 "Dayforce Account" means a Dayforce designated account established by an Employee with the Issuing Bank, into which Dayforce may distribute Payments (on behalf of the Client) to the Employee;
- 3.1.6 "Dayforce Card Program" (referred to as "Dayforce Wallet" on the Order Form) means, collectively, the overall program and associated mobile application functionality whereby Payments are made to the Dayforce Accounts, and (if made available by the Client) Employees may request or Client may provide, advance payments of their wages or other compensation through On-Demand Pay, all as more particularly described in this Section 3;
- 3.1.7 "Dayforce Licensing" means Dayforce Licensing LLC, an Affiliate of Dayforce, licensed to provide the Advances contemplated for On-Demand Pay;
- 3.1.8 "Issuing Bank" means the bank with which Dayforce has contracted to issue the Dayforce Accounts and Cards;
- 3.1.9 "Maximum Employee Advance" means, in respect of each Employee, an amount equal to the Employee's gross wages or other compensation earned (during the then current Payroll period, as reflected in the Software) as of the date of the Advance request;
- 3.1.10 "Network" means the MasterCard, Cirrus and Maestro networks or substitute networks through which the Cards are accepted;
- 3.1.11 "Next Scheduled Payroll" means, at any given time, Client's immediately next scheduled Payroll to be processed hereunder;
- 3.1.12 "On-Demand Pay" means, where made available by Client to its Employees, the feature of the Dayforce Card Program whereby Dayforce (through Dayforce Licensing, under the Advance Repayment Agreement) makes available to an Employee, an advance of net earned wages (or other earned compensation) prior to the Next Scheduled Payroll, by payment of such net earned amounts into the Employee's Dayforce Account;
- 3.1.13 "Rules" means the laws, rules, regulations, by-laws or other operating standards or requirements of: (a) any Network; (b) any other card association operating a payment network which is utilized by Dayforce or the Issuing Bank for the purposes of provisioning a Dayforce Account or Card; (c) the National Automated Clearinghouse Association; or (d) other applicable regulators or associations with jurisdiction over activities associated with the Dayforce Card Program; and
- 3.1.14 "Pre-Tax Tips" means, where made available by Client to its Employees, the feature of the Dayforce Card Program whereby Dayforce pays an Employee the pre-tax earned tips (gross amount), without Tax Services or similar deductions applied, as directed by the Client's input of tips dollar amounts into the Dayforce Software, prior to the Next Scheduled Payroll, by payment of such pre-tax earned tips into the Employee's Dayforce Account. Pre-Tax Tips do not include service charges.

3.2 General. The Dayforce Card Program enables Client to make available to its Employees, the following:

- 3.2.1 the ability for Employees to establish individualized Dayforce Accounts, into which Payments (including On-Demand Pay and Pre-Tax Tips) may be deposited, and from which the Employee may store, transfer and distribute funds, all as contemplated in the Accountholder Agreement;
- 3.2.2 the ability to request payment of all or a portion of the Employee's wages or other compensation earned to date, prior to the Client's Next Scheduled Payroll and;
- 3.2.3 the ability for Client to pay to the Employee the Pre-Tax Tips earned to date, prior to the Client's Next Scheduled Payroll.

3.3 Dayforce Accounts. In order to participate in the Dayforce Card Program, an Employee must enter into an Accountholder Agreement directly with the Issuing Bank. The Parties acknowledge and agree that the Dayforce Accounts are "payroll card accounts" as defined in Regulation E (12 CFR Part 205). Monies payable to an Employee will be deposited into an omnibus account in the name of the Issuing Bank (and under the Issuing Bank's tax identification number) for the benefit of all Accountholders pending distribution to Employees. Employee rights and obligations with respect to the Dayforce Account will be established by, and subject to, the terms and conditions of the Accountholder Agreement made between the Employee and the Issuing Bank and may be maintained by Employee after his / her employment with Client ends. Dayforce or the Issuing Bank may refuse to issue or distribute a Dayforce Account to any Employee for which Dayforce or the Issuing Bank has not been able to independently verify the identity of the Employee or where Dayforce has determined, in its sole discretion (acting reasonably), that an Employee represents an unreasonable risk (e.g. the Employee appears on a prohibited persons list).

3.4 Client Covenants. Client covenants, represents and warrants as follows:

- 3.4.1 it will offer Dayforce Accounts in accordance with applicable law;
- 3.4.2 it will not distribute Payroll to Employees via Dayforce Accounts without first providing each Employee a copy of the applicable Accountholder Agreement and the Dayforce Accounts Fees disclosure form;
- 3.4.3 it will distribute to Employees such other program compliance related materials as may be reasonably requested by Dayforce from time to time and collect any required consents from Employee to receive On Demand Pay or Pre-Tax Tips;
- 3.4.4 it will not distribute any materials with respect to the Dayforce Card Program that are not approved by Dayforce in advance; and
- 3.4.5 it will enter, maintain and transmit the necessary data to Dayforce within the timeframes agreed upon for Dayforce to provide the On Demand Pay and Pre-Tax Tip Services described herein. For Pre-Tax Tips, Client is responsible for ensuring that employees have sufficient wages to cover tax liabilities at the Next Scheduled Payroll and/or any garnishment obligations.

3.5 Responsibility for Cards. To the extent physical Cards are provided to Client, Client accepts full responsibility for such Cards while in its possession or control (including inventory tracking and management) and will comply with all Rules issued at the time of physical card implementation. Client shall notify Dayforce and/or Dayforce's designee immediately upon becoming aware of any loss, theft, unauthorized use or fraudulent use of Cards and shall be fully responsible for the unauthorized or fraudulent use thereof.

3.6 Program Audit Rights. Client agrees that Dayforce, the Issuing Bank and regulatory authorities having jurisdiction over Issuing Bank or Dayforce will have the right to audit and inspect Client's books and records related to the Dayforce Card Program and Client's performance of its obligations with respect thereto, including: (a) any of Client's records pertaining to the set-up of Employees for participation in the Dayforce Card Program; and (b) marketing materials related to the Program. In the event a communication from a governmental authority regarding the Dayforce Card Program is received by Client, Dayforce or the Issuing Bank, (1) if such communication is received by Client, Client will promptly notify Dayforce and (2) Client will reasonably cooperate with requests in accordance with any such communication.

3.7 On-Demand Pay and Pre-Tax Tips Distribution.

3.7.1 As and when requested (and initiated) by an Employee through the Software, or otherwise directed by Client, Dayforce will cause Dayforce Licensing to make an Advance (to the Trust) in an amount not to exceed the Maximum Employee Advance, to be distributed by the Trust as follows:

- (i) payment of Employee's net wages (or other compensation) earned into the Employee's Dayforce Account;
- (ii) withholding, and paying when due, the tax liabilities (as described in Section 2.2.1 above) payable in respect of the Advance to the Taxing Authorities; and
- (iii) withholding, and paying when due, other applicable third-party payments (as configured in the Software) payable in respect of the Advance (such as, by way of example only, garnishments) to the respective third parties.

For the avoidance of doubt, certain limits and restrictions with respect to Advances can be configured in the Software, but in no event will an Employee be permitted to receive an Advance in an amount greater than the Maximum Employee Advance.

3.7.2 As and when requested (and initiated) by an Employer through the Software, Dayforce will credit to the Employee's Dayforce Account an amount equal to the Pre-Tax Tips amount, to be distributed by the Trust as payment of Employee's Pre-Tax Tips earned, as entered by Client, into the Employee's Dayforce Account. For the avoidance of doubt, Client shall directly provide the Pre-Tax Tips Funding to the Trust as required by Dayforce, and Dayforce Licensing shall not provide or otherwise advance such Pre-Tax Tips Funding. At the Next Scheduled Payroll, the Pre-Tax Tips will be subject to tax and withholding as described in Section 2.2.1 above.

3.7.3 The Advances will be made by Dayforce Licensing on an interest-free basis, provided the Advances are repaid in full on the Next Scheduled Payroll from the Payroll Funds provided by Client for the Next Scheduled Payroll. For the avoidance of doubt, Client will not be entitled to carry an ongoing balance beyond the Next Scheduled Payroll. Dayforce reserves the right to charge interest on any Advances not paid in full by the Next Scheduled Payroll, which will accrue from the date of default, at the interest rate as set forth in the Advance Repayment Agreement.

3.7.4 Dayforce reserves the right to cease making Advances, in whole or in part, or to institute limits on the Advances, as it considers reasonable and prudent, at any time and from time to time, in its sole discretion. In this regard, Client acknowledges and agrees that while Dayforce (and Dayforce Licensing) may provide Advances under the Advance Repayment Agreement initially without requiring security for the Advance (by way of example only, during a pilot phase or initial roll out of the Dayforce Card Program), a priority security interest or other form of protection or assurance with respect to the Advance will be required from Client when the On-Demand Pay feature is used by more Employees and / or the aggregate amount of the Advances exceeds the limits established by Dayforce where security is required, in its sole discretion.

3.7.5 In order to facilitate the Advances contemplated in connection with On-Demand Pay, Dayforce has arranged for its Affiliate, Dayforce Licensing, to provide Advances, on the terms and conditions as set forth in the Advance Repayment Agreement. The Advances to be made by Dayforce Licensing under the Advance Repayment Agreement will be provided directly to the Trust, to be distributed as set forth in Section 3.7.1 above, for and on behalf of the Client. **BY EXECUTING AN ORDER FORM SUBSCRIBING FOR THE DAYFORCE WALLET, IN ADDITION TO AGREEING WITH DAYFORCE TO THE TERMS OF THIS SECTION 3, CLIENT IS ALSO AGREEING WITH DAYFORCE LICENSING TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS OF THE ADVANCE REPAYMENT AGREEMENT.** Access to the On-Demand Pay feature of the Dayforce Card Program, and the obligation of Dayforce to cause Advances to be made, is subject to Client agreeing to, and complying at all times with, the terms and conditions of the Advance Repayment Agreement.

3.8 Contact with Employees. Client authorizes Dayforce to directly contact Employees using the contact information contained within Employees' Dayforce profile as reasonably required in connection with the Dayforce Card Program, including communicating with Employees about the benefits, features, and functionality of the Dayforce Card Program and how to register and otherwise as reasonably required to meet its obligations to Client and Employees in connection with the Dayforce Card Program.

3.9 Right to Change or Discontinue the Program. The Dayforce Card Program may be modified, suspended or discontinued by Dayforce at any time or from time to time, including as necessary to remain compliant with the Rules.

3.10 Personal Data Processing. The parties agree that Dayforce and Client are independent Controllers, (as defined by the Data Processing Addendum) with respect to Personal Data processed as part of the Dayforce Card Program. Dayforce will process personal data of Employees in accordance with the Wallet Privacy Notice, as may be updated from time to time by posting an updated version at <https://www.dayforcewallet.com/> in the Terms section of the website, including retaining data in accordance with that Notice.

4. ADDITIONAL PROVISIONS

4.1 Client's Acknowledgement Regarding Trust Funds. Dayforce has established and shall maintain the Trust for the purpose of holding and keeping

Funds and other trust funds received from its clients separate from Dayforce's own property. For clarity, the principal amount of the Funds received by Dayforce from Client shall at all times while in the possession or control of Dayforce, be held in the Trust. Client acknowledges that Dayforce is entitled to invest monies held by the Trust in accordance with the investment guidelines established from time to time by Dayforce, and that Dayforce, in its own capacity, is entitled as income beneficiary to all income and gains derived or realized from such investments and is not accountable to Client, the Employees, or any other person for such income or gains. The Trust is entitled to pledge such investments for borrowings of the Trust to facilitate the Payments, rather than converting the investments into cash. Notwithstanding any limitation of liability contained in the MSA, Dayforce shall fully and completely indemnify and save Client and Client's Affiliates harmless from and against any and all loss of any portion of the principal amount of the Funds (including any losses of principal resulting from the investment of the Funds) caused by Dayforce, to the extent such Funds were actually received by Dayforce.

4.2 Additional Pre-Tax Tips Requirements. Client agrees (i) to subscribe for Dayforce Wallet in an Order Form as a condition to offering Pre-Tax Tips and (ii) that Employees not successfully registered for a Dayforce Account are not eligible to receive Pre-Tax Tips. Client acknowledges that up to a two-day lag may occur between the time employees' Dayforce Accounts are credited for Pre-Tax Tips and the time Client contributes funds to the Trust in the amount of such Pre-Tax Tips. Therefore, if Client enrolls in, and instructs Dayforce to issue Payments for, Pre-Tax Tips, Client shall provide Dayforce with a funding reserve in an amount agreed upon by the Parties, as adjusted on a periodic basis to reflect then current Pre-Tax Tips volumes ("Reserve"). The Reserve shall be held in the Trust and used to offset any future unfunded items pertaining to Payroll, including, without limitation, Pre-Tax Tips and On-Demand Pay, should the Client default. The Reserve, less any offsets, shall be returned to Client without interest within five (5) business days following termination of Client's Pre-Tax Tips related Services.

4.3 Retention of Personal Data. Dayforce may retain Client Data, including Personal Data, for the purpose of Dayforce's independent legal or regulatory obligations, such as, but not limited to, recordkeeping obligations associated with money movement. The parties acknowledge that for such purposes, Dayforce and Client act as independent Controllers and any such processing as a Controller shall be in compliance with Data Protection Legislation, as defined in the Data Protection Addendum.

Appendix A
Dayforce Card Program - Advance Repayment Agreement

This advance repayment agreement ("*Advance Repayment Agreement*") is made between Client and Dayforce Licensing LLC ("*Dayforce Licensing*"), an Affiliate of Dayforce, as of the date of the Order Form signed by the Client subscribing for the Dayforce Card Program. Capitalized terms used herein are defined below.

RECITALS

WHEREAS:

A. Client and Dayforce US Inc. ("*Dayforce*") have entered into (or are contemporaneously herewith entering into) the Dayforce HCM Agreement, pursuant to which the Parties agree that Dayforce will be providing Client with certain payroll processing services.

B. Client is desirous of its Employees having access to Advances under the On-Demand Pay functionality offered by Dayforce under the Agreement.

C. In order to facilitate the Advances contemplated in connection with On-Demand Pay, Dayforce has arranged for its Affiliate, Dayforce Licensing, to provide Advances, on the terms and conditions as set forth in this Advance Repayment Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained in this Advance Repayment Agreement, Client and Dayforce Licensing agree as follows:

1. CAPITALIZED AND DEFINED TERMS; INCORPORATION OF TERMS

1.1. Incorporation of Terms. This Advance Repayment Agreement is entered into between Client and Dayforce Licensing, in connection with the Dayforce HCM Agreement. In this regard, the Parties agree that the terms and conditions of the Master Services Agreement shall also apply to this Advance Repayment Agreement and are incorporated herein by reference; provided, however, that Section 8 (Limitation of Remedies) or any other similar provision of the Master Services Agreement limiting a party's liability to a multiple of the Fees paid by the Client thereunder, shall not apply to this Advance Repayment Agreement. In the event of any conflict between the terms of the Master Services Agreement and the terms of this Advance Repayment Agreement, the terms of this Advance Repayment Agreement will prevail. All capitalized terms used herein and not defined shall have the same meaning as in the other documents that form part of the Dayforce HCM Agreement. In this regard, and for ease of reference, certain terms defined in the Dayforce HCM Agreement which are applicable to this Advance Repayment Agreement, have been reproduced below, together with additional defined terms used herein.

1.2. Defined Terms. As used herein:

- 1.2.1. "*Advance*" means any advance of monies made by Dayforce Licensing to the Trust, on behalf of the Client, in connection with and to fund On-Demand Pay, including:
 - 1.2.1.1. On-Demand Pay amounts deposited into Dayforce Accounts;
 - 1.2.1.2. applicable source deductions payable to Taxing Authorities in respect of Advances made to Employees; and
 - 1.2.1.3. payments made to other third parties (in accordance with the rules configured in the Software) in connection with Advances made to Employees, including garnishments and benefit premiums;
- 1.2.2. "*Advance Repayment Agreement*" has the meaning set forth in the preamble;
- 1.2.3. "*Dayforce HCM Agreement*" means the written agreement between Client and Dayforce pursuant to which Client engaged Dayforce to provide Client with certain payroll processing services, the details of which are known to the parties. The terms and conditions applicable to such agreement are set forth in an Order Form, together with the various terms and conditions incorporated therein by reference, including a Master Services Agreement, Service Particulars, Statement(s) of Work and other applicable documents and funding authorizations;
- 1.2.4. "*Dayforce Licensing*" has the meaning set forth in the preamble;
- 1.2.5. "*Dayforce Account*" means a Dayforce designated account established by an Employee with the Issuing Bank, into which Dayforce may distribute Payments (on behalf of the Client) to the Employee;
- 1.2.6. "*Dayforce Card Program*" means, collectively, the overall program whereby Payments are made to the Dayforce Accounts, and (if made available by the Client) Employees may request advance payments of their wages or other compensation through On-Demand Pay, all as more particularly described in the Dayforce HCM Agreement;
- 1.2.7. "*Issuing Bank*" means the bank with which Dayforce has contracted to issue the Dayforce Accounts and Cards;
- 1.2.8. "*Master Services Agreement*" means the written Master Services Agreement comprising part of the Dayforce HCM Agreement, and any schedules, appendices or other attachments thereto;
- 1.2.9. "*Maximum Advance Amount*" has the meaning set forth in Section 2.1.2 below;
- 1.2.10. "*Maximum Employee Advance*" means, in respect of each Employee, an amount equal to the Employee's gross wages or other compensation earned (during the then current Payroll period, as reflected in the Software) as of the date of the Advance request;
- 1.2.11. "*Next Scheduled Payroll*" means, at any given time, Client's immediately next scheduled Payroll to be processed hereunder;
- 1.2.12. "*On-Demand Pay*" means, where made available by Client to its Employees, the feature of the Dayforce Card Program whereby Dayforce (through Dayforce Licensing, under this Advance Repayment Agreement) makes available to an Employee, an advance of net earned wages (or other earned compensation) prior to the Next Scheduled Payroll, by payment of such net earned amounts into the Employee's Dayforce Account; and
- 1.2.13. "*Prime Rate*" means the annual rate of interest announced from time to time by Dayforce's primary financial institution as a reference rate then in effect for determining interest rates on U.S. dollar commercial loans in the United States.

2. TERMS OF ADVANCE

- 2.1. **Advances.** Dayforce Licensing agrees to provide Advances to be made to the Trust on behalf of Client to facilitate the On-Demand Pay requests, in accordance with the following:
- 2.1.1. **Employee Advances.** As and when requested by Dayforce (as initiated by an Employee through the Software), Dayforce Licensing will make an Advance to the Trust up to the Maximum Employee Advance, for and on behalf of the Client, for distribution to the Employee and others by the Trust as contemplated under the terms of the Dayforce Card Program. Each Advance processed by Dayforce Licensing will be considered an Advance at the end of the Business Day on the date of processing of the Advance.
 - 2.1.2. **Client Advance Limits and Restrictions.** Dayforce Licensing reserves the right, in its sole and absolute discretion, to institute a maximum dollar amount (the "*Maximum Advance Amount*"), or to impose other restrictions or limits on the Advances to be made on behalf of the Client to its Employees hereunder. The Maximum Advance Amount and other restrictions and limits are subject to review and revision by Dayforce Licensing from time to time, with any such change to be communicated to Client in writing no less than one Payroll period in advance. In addition, this Advance Repayment Agreement may be temporarily suspended from time to time, or terminated by Dayforce Licensing at any time, in each case in Dayforce License's sole discretion.
 - 2.1.3. **Due Diligence.** Prior to the initial Advance and periodically thereafter, Dayforce Licensing may conduct due diligence to determine Client's eligibility to participate in the On-Demand Pay program. Client agrees to provide Dayforce Licensing with reasonable access to information as reasonably requested from time to time to evaluate Client's suitability for participation in the On-Demand Pay program, or to establish or review limits imposed on the Advances.
- 2.2. **Notice of Client Default.** Client agrees to immediately notify Dayforce Licensing upon becoming aware of the existence of any condition or event which with the lapse of time or failure to give notice would cause Client to be in breach of its obligations under this Advance Repayment Agreement, including the ability to repay outstanding Advances. Such written notice will specify the nature and period of the existence of such condition or event, and any action which Client is taking or propose to take with respect thereto.

3. REPAYMENT

- 3.1. **Repayment of Outstanding Advances.** Client agrees to repay all outstanding Advances in full on the Next Scheduled Payroll from Funds provided in the ordinary course by Client for the Next Scheduled Payroll or such other payment method as agreed upon by Dayforce or Dayforce Licensing. For the avoidance of doubt, Client will not be entitled to carry an ongoing balance of outstanding Advances beyond the Next Scheduled Payroll. Dayforce Licensing reserves the right to charge interest on any Advances not paid in full by the Next Scheduled Payroll, with interest accruing from the date of default, at an interest rate equal to the Prime Rate plus two (2%) percent.
- 3.2. **Client Breach.** If Client fails to pay the full amount of all outstanding Advances on the Next Scheduled Payroll, Client agrees that Dayforce Licensing may:
- 3.2.1. immediately terminate Client's and/or its Employees' participation in On-Demand Pay;
 - 3.2.2. subject to any right to notice of default and right to cure required by state law, declare all outstanding Advances immediately due and payable;
 - 3.2.3. debit Client's bank account for all outstanding Advances;
 - 3.2.4. exercise a right of offset against other Funds held in Trust on behalf of Client; and
 - 3.2.5. pursue any and all other remedies available to it at law.
- Client waives any and all defenses to liability under this Advance Repayment Agreement other than payment in full.
- 3.3. **Attorneys' Fees and Collection Costs.** To the extent not prohibited by applicable law, Client shall pay Dayforce Licensing, on demand, any and all expenses, including, but not limited to, arbitration filing and other fees, collection costs, reasonable attorneys' fees, and all other expenses expended by Dayforce Licensing to obtain or enforce payment obligations of Client hereunder.

4. ADDITIONAL TERMS

- 4.1. **Additional Assurance.** Dayforce Licensing has agreed to provide initial Advances, for the purposes of Client's participation in the On-Demand Pay Program, without requiring a security interest or other assurances of repayment of the outstanding Advances. However, the Parties acknowledge and agree that Dayforce Licensing shall have the right, in its sole discretion, to require that Client provide additional assurances to continue its participation in the On-Demand Pay Program as the number of potential Employees accessing funds through the On-Demand Pay Program increases, the potential dollar amount of the Advances increases beyond the limit or threshold amount considered reasonable (in Dayforce's sole discretion) for unsecured advances, or otherwise if Dayforce believes that the Client's ability to repay the outstanding Advances has deteriorated. Dayforce Licensing shall provide Client with notice of its intention to require such additional assurance, and the Parties will agree upon the nature and form of security to be provided, failing which Client's participation in the On-Demand Pay Program may be limited to the then current level (or such other limit as Dayforce considers reasonable in the circumstances for unsecured advances) or terminated. By way of example only, the kinds of assurances reasonably acceptable to Dayforce Licensing, include the following: (i) granting Dayforce Licensing a security interest, (ii) providing Dayforce Licensing a letter of credit, (iii) pre-funding the Maximum Advance Amount or some other amount mutually agreed by the Parties, (iv) placing cash on deposit with Dayforce Licensing, or (v) revising the method and timing of funds transfer (e.g., requiring a drawdown wire to be processed at an earlier time than originally stipulated).
- 4.2. **Transfer and Assignment.** Dayforce Licensing reserves the right to sell, transfer, or assign all or any portion of its interest in this Advance Repayment Agreement (including, without limitation, any amounts advanced hereunder from time to time) to another entity or person and Client hereby knowingly consents to such sale, transfer, or assignment. This Advance Repayment Agreement, and the rights and obligations hereunder, may not be assigned by Client (including by operation of law) without Dayforce's prior written consent and any purported assignment in violation of the foregoing shall be void ab initio. For the avoidance of doubt, no such transfer or assignment shall be effective unless the assignee has agreed to be bound by the terms and conditions of this Agreement.
- 4.3. **Term and Termination.** This Agreement commences as of the Effective Date, and unless earlier terminated in accordance with the express terms hereof, will continue for so long as Dayforce continues to provide Client with the Dayforce Card Program Services under the Dayforce HCM Agreement. For the avoidance of doubt, this Advance Repayment Agreement shall automatically terminate contemporaneously with the expiration or termination (for any reason) of the Dayforce HCM Agreement.

- 4.4. **Breach, Default, and Termination.** Without limiting the generality of the application of the Master Service Agreement to this Advance Repayment Agreement (as contemplated under Section 1.1 above), the parties agree that Section 3.2 (Termination) of the Master Services Agreement shall apply to this Advance Repayment Agreement.

5. **CLIENT'S REPRESENTATIONS AND WARRANTIES.**

Client represents and warrants as follows on the date hereof and on the date any Advance is made hereunder:

- 5.1. **Formation.** Client is duly organized, validly existing, and in good standing under the laws of its state of incorporation and is duly qualified or licensed and in good standing to do business as a foreign entity in all jurisdictions in which Client does business.
- 5.2. **Client's Authorization.** The execution, delivery and performance by Client of this Advance Repayment Agreement are within Client's powers, have been authorized by all necessary corporate action and do not and will not contravene Client's Articles of Incorporation or Bylaws, violate any provision of law or result in a breach of or default under any other Advance Repayment Agreement to which Client is a party, including any other financing agreements.
- 5.3. **Litigation.** There is no pending or threatened action, claim, investigation, lawsuit or proceeding affecting Client before any court, governmental agency, arbitrator or arbitration panel, which if decided adversely to Client would have a material adverse effect on the financial condition or operations of Client.
- 5.4. **Valid Obligations.** This Advance Repayment Agreement when delivered hereunder will be legal, valid and binding obligations of Client, enforceable against Client in accordance with their respective terms.
- 5.5. **Taxes.** Client (i) has filed all tax reports and returns, if any, required to be filed, including but not limited to reports and returns concerning income, franchise, employment, sales and use, and property taxes; (ii) has paid all of its tax liabilities, if any, which were due on or prior to the date hereof; and (iii) is not aware of any pending investigation by any taxing authority nor of any pending assessments or adjustments which would materially increase its tax liability.
- 5.6. **Solvency.** Client is not in default under any agreement by which it has obtained the right to make and sell any of the services or other products sold and/or provided by it. Client represents that as of the date of this Advance Repayment Agreement (i) Client has no present intention to close or cease operating its business, in whole or in part, temporarily or permanently; (ii) Client is solvent and not contemplating any insolvency or bankruptcy proceeding; (iii) during the four (4) months preceding the date hereof, Client has not discussed with or among Client's management, counsel; or any other advisor or creditor, any potential insolvency, voluntary or involuntary bankruptcy, receivership, or assignment for the benefit of creditors with respect to Client and no such action or proceeding has been filed or is pending; and (iv) no eviction or foreclosure is pending or threatened against Client.
- 5.7. **Business Information.** All information (financial and other) provided by or on behalf of Client to Dayforce and Dayforce Licensing in connection with the execution of or pursuant to the Dayforce HCM Agreement and this Advance Repayment Agreement and during the term of this Advance Repayment Agreement is and will be true, accurate and complete in all respects.

6. **GENERAL PROVISIONS**

- 6.1. **General Provisions of the Master Services Agreement Apply.** Without limiting the generality of the application of the Master Services Agreement to this Advance Repayment Agreement (as contemplated under Section 1.1 above), the parties agree that Section 13 (General) of the Master Services Agreement shall apply to this Advance Repayment Agreement.
- 6.2. **Survival of Repayment Obligations.** Notwithstanding anything herein or in the Master Services Agreement to the contrary, Client's obligation to repay all Advances in full shall continue in full force and effect until all such Advances have been paid in full, notwithstanding the expiration or termination of this Advance Repayment Agreement or the Dayforce HCM Agreement. Any Section herein that, by its terms, suggests survival beyond termination hereof, shall so survive until the natural expiration thereof.
- 6.3. **South Dakota Clients.** If there are any improprieties in the servicing of this loan, please contact the SD Division of Banking: South Dakota Division of Banking 1714 Lincoln Ave, Suite 2 Pierre, SD 57501 (605) 773-3421.

**SERVICE PARTICULARS
DAYFORCE ANCILLARY SERVICES TERMS**

(APPLICABLE TO THOSE ANCILLARY SERVICES PURCHASED BY CLIENT AS REFLECTED IN THE ORDER FORM)

Dayforce makes available certain ancillary services for use in connection with the Dayforce Services. Client may elect to use the following ancillary services at any time throughout the Service Term, at the then current Fee charged by Dayforce for such ancillary services (as set forth in the Order Form and/or Rate Sheet, as applicable). All capitalized terms used herein and not defined shall have the same meaning as in the other documents that form part of the Agreement (as defined in the MSA) or the Dayforce General Terms (the Service Terms applicable to all Dayforce bundles), as applicable.

1. Dayforce Discover Conference Discounted Annual Pass (the "Pass"). For each annual Pass Fee paid, Client will be entitled to send one representative to the annual Dayforce Discover conference. This Fee covers admission to the conference and all sponsored events ordinarily included with such Fee (see Dayforce Discover brochure for more details). Client will be responsible for all travel, accommodations and other expenses incurred. The first year's Fee will be invoiced upon signing this document and payable in accordance with the payment terms for Client's other Services. Client will automatically be renewed to attend the conference each year of the Service Term, for the Fee set forth in the Order Form (which Fee may be increased by Dayforce each year by written notice to Client). The Pass will subsequently be billed each year of the Service Term one (1) year from the date of the original Pass invoice. If the Pass is cancelled sixty (60) days prior to the conference, a refund of the Pass Fee, minus an administrative fee (\$150 USD / \$195.00 CAD / £112.50 / €135.00 / \$220.50 AUD / \$232.50 NZD / \$201 SGD) (the "Dayforce Discover Administrative Fee") will be provided to Client. If the Pass is cancelled within 59 days of the conference, a refund of fifty (50%) percent of the Pass Fee, minus the Dayforce Discover Administrative Fee will be provided to Client. Client acknowledges that the Pass is valid only for the year it is administered and cannot be used for subsequent years of the Service Term.

2. Unemployment Compensation (Available in the United States only). Dayforce will become the "address of record" on behalf of Client to ensure the appropriate unemployment compensation forms are delivered on behalf of Client, and determine (in consultation with Client) whether or not unemployment claims should be protested and provide consultation on unemployment appeals and hearings. Dayforce will also verify unemployment rates and charges, protest invalid charges, verify annual unemployment tax rate assessment, calculate voluntary contributions when applicable and provide quarterly management reports. Client will deliver the required information in time for Dayforce to complete such services in accordance with the mutually agreed upon processing schedule, and will be solely responsible for the accuracy of all data and information furnished to Dayforce.

3. Block of Hours. Client may purchase a block of hours for Professional Services (as defined below) at a discounted hourly rate for use within a twenty-four (24) month period, effective upon project kick-off of Implementation Services (or upon signing of subsequent Order Forms). The Fees associated with the Professional Services set forth in the Order Form will be invoiced and payable on a monthly basis, based on actual hours worked, with any balance invoiced upon expiration of the 24-month period. Any Professional Service hours remaining at the end of said 24-month period will lapse and cannot be carried over to the following year. The discounted hourly rate shall apply to additional Professional Services hours upon Client's request during said 24-month period. Once the 24-month period has lapsed, additional hours will be subject to Dayforce's then current rate. If Client terminates the Professional Services for any reason, any remaining outstanding balance will be payable immediately. Client assumes all responsibility for determining the appropriate number of Professional Services hours it will require. While Dayforce provides historical or industry data as context for Client, Dayforce cannot be held liable for over or under estimation of hours Client may need pursuant hereto. In the event Client purchases an additional block of hours while hours remain on an existing block of hours, any inflight projects and any new Client requests for Professional Services will be applied against the existing block of hours until the project is completed (even after the block of hours is exhausted). Once the existing block of hours is exhausted, any new Client requests for Professional Services will be applied against the new block of hours. For the purposes of this section, "Professional Services" is for-fee work performed by Dayforce's Professional Services Team, as determined by Dayforce, which includes projects performed to complement, enhance, or modify Client's configuration and/or data to meet Client's current or future business needs.

4. Additional Environments. For purposes of conducting ongoing configuration activities in a non-production environment, Dayforce will provide Client with access to the number of additional non-production environments set forth in the Order Form. One Time Fees will be invoiced upon environment availability and Recurring Fees will be invoiced and payable monthly, commencing upon environment availability. Client may cancel an additional non-production environment without an applicable Early Termination Fee upon thirty (30) days' prior written notice to Dayforce.

5. Read-Only Database. For purposes of historical reporting, Dayforce will provide Client with read-only access to Client's database in their pre-acquisition production environment. Recurring Fees will be invoiced and payable monthly, commencing upon environment availability. Client may cancel a read-only database without an applicable Early Termination Fee upon thirty (30) days' prior written notice to Dayforce.

6. Language Packs. Language Packs shall be added to the Software. Through this feature, Dayforce, for any given language, will translate labels in the user interface (UI) and may translate all, some, or none of the Dayforce admin & user guides, release notes, and interface specifications.

7. Application Support – Premium. In addition to the standard support provisions set out in the Dayforce General Terms, Client shall receive the enhanced first response times and hours of first response for urgent matters, as set forth in the following table:

SEVERITY	DESCRIPTION	FIRST RESPONSE
Urgent	A complete inability to use major functionality within the application resulting in a serious impact to the Client's business operations with no existing workaround	Within 1 hour (Monday to Sunday)
High	Severely limited ability to use major functionality within the application that could impact the Client's business operations, with workarounds that may not fully address the issue	Within 4 business hours (Monday to Friday)

8. Dayforce Managed Garnishments (Available for United States clients only, including Employees in Canada of such clients). Applicable to clients who have not purchased Dayforce Managed Payroll. The Fee for Dayforce Managed Garnishments in the Order Form shall apply notwithstanding a Fee for garnishments set forth in the Rate Sheet.

8.1 Dayforce's Obligations. Dayforce shall: (i) receive wage garnishment order directly from Client or by Electronic Income Withholding Orders (e-IWO) via the department of Health and Human Services for child support orders; (ii) notify sender if the information that Dayforce has received is insufficient. Dayforce is not responsible for any pre-existing errors or similar matters arising prior to commencement of the Services by Dayforce or for any errors that may occur in the event that Dayforce is not provided with the necessary information by Client in a timely manner; (iii) retain a copy of each order received, subject to Dayforce's data retention policies and as required to execute the Service; (iv) review, set-up, modify or terminate each garnishment in the payroll system as directed in the applicable wage garnishment order; (v) provide garnishment order information to impacted employees if required by applicable state laws; (vi) setup the required calculation method, target, goal, payee information and employee arrear amounts as required in the payroll system; (vii) ensure multiple employee garnishments

are properly prioritized as per legislative requirements; (viii) configure garnishment administration fees as directed by the Client business rules; (ix) respond to Client requests regarding the appropriate wage garnishment deductions for bonuses and off cycle checks; (x) remit payment and required reporting to the appropriate payees as specified in the garnishment order; (xi) research and take action on any returned funds and determine if the employee or Client should be reimbursed for such funds; (xii) send notification to the originating party of the garnishment order stating that the payer is no longer an employee of the Client upon employee termination; (xiii) respond to routine agency interrogatories; (xiv) assist with management of garnishments pertaining to void and reissue of payroll checks; (xv) maintain garnishment rules in the system; (xvi) the Services do not include Dayforce appearing in court on behalf of Client or any activity that constitutes the practice of law. If legal representation of Client is required, Dayforce will furnish Client with the relevant wage garnishment data in Dayforce's possession to support Client's efforts to comply with the request; and (xvii) upon termination of the Services, provide wage garnishment document images to Client at Dayforce's agreed rate as referenced in the Order Form.

8.2 Client's Obligations. Client shall: (i) submit a completed and signed e-IWO consent form listing each FEIN; (ii) assign a primary point of contact and designated alternate contact responsible for coordinating Service delivery; (iii) provide wage garnishment data including wage order details, wage garnishment amounts, payee addresses, bank account information, within the timeframes as required in respect of the Payroll data generally; (iv) except in the case of e-IWO, receive and retain the original wage garnishment orders and provide Dayforce a copy of wage garnishment orders via email or fax (not in paper form) or SFTP no later than three (3) Business Days after Client's receipt of such documents; (v) be responsible for the accuracy and completeness of wage garnishment orders and information provided to Dayforce; (vi) review garnishment reports to ensure receipt of all garnishments; (vii) notify Dayforce of any unscheduled and/or special payroll runs that will impact wage garnishments; and (viii) notify Dayforce three (3) weeks in advance of any bonus runs or lump sum payment to allow Dayforce adequate lead time to obtain agency direction for wage garnishment deductions from such payments. In the event Client business conditions do not allow adequate time for Dayforce to contact and receive a response from agencies regarding appropriate wage garnishment deductions, Dayforce will contact Client to approve the wage garnishment deduction amount and Client is solely responsible for the accuracy of the payroll deduction amount; any penalty or other charges that result from incorrect, incomplete, and/or changed wage garnishment data received by Dayforce from Client or from Client's changed information or signature and documents in Client's possession that are not provided to Dayforce in a timely manner are Client's sole and exclusive responsibility.

8.3 Employee Contact Center (Dayforce Managed Garnishments). Upon Client request and for additional Fees, Dayforce will provide authorized Employees with contact center support via phone or email to answer questions concerning the Services. Queries from spouses or third parties will not be honored by Dayforce; the only exceptions being cases for powers of attorney and estates. The contact center will be available Monday through Friday between 8:00 a.m. and 8:00 p.m. Eastern Time (excluding holidays).

9. Dayforce Technical Account Manager ("TAM") (Available in the United States, Canada, United Kingdom and Ireland). Client will be assigned a designated TAM to serve as a technical advisory resource to Client commencing at the date Implementation Services are started (generally by way of a project kick off meeting), for purposes of assisting Client with best practices, pre-go live readiness, post-go live activities including adoption of the Software within its organization, providing ongoing support of Software release readiness, optimization and risk reviews, and technical governance between Client and Dayforce. The TAM does not provide legal or tax advice.

10. Dayforce Technical Account Manager – Additional (Available in the United States, Canada, United Kingdom and Ireland). Client will be assigned an additional designated TAM to service the region which Client's primary TAM does not service (either the United States / Canada or the United Kingdom / Ireland).

11. Dayforce Dedicated Technical Account Manager ("DTAM") (Available in the United States and Canada only). Client will be assigned a named DTAM, dedicated to Client, to serve as a technical advisory resource to Client commencing at the date Implementation Services are started (generally by way of a project kick off meeting), for purposes of assisting Client with best practices, pre-go live readiness, post-go live activities including adoption of the Software within its organization, providing ongoing support of Software release readiness, optimization and risk reviews, and technical governance between Client and Dayforce. The DTAM does not provide legal or tax advice.

12. Dayforce Training Products.

12.1 Dayforce Essentials (applicable when a Core Module is purchased). Dayforce will make a set of tools available for the purposes of creating and executing communication and go-live training plans. The tools include introductory role-based videos, sample email announcements, sample job aids, communication and training project plan templates, and videos that provide an introduction to Dayforce module functionality.

12.2 Dayforce MyPath. Dayforce will provide pre-built end-user training content accessible via the Dayforce application or loaded in Client's learning management system, as elected by Client, for an additional Fee. All users with access to the Dayforce application will have access to content during the subscription period which includes e-learning, student guides and job aids.

12.3 Dayforce MyPath Pro. Dayforce will provide pre-built training content accessible via the Dayforce application or loaded into Client's learning management system, as elected by Client, for an additional Fee. All users with access to the Dayforce application will have access to content during the subscription period which includes e-learning, student guides and job aids. Allows a single named user with an active subscription to author content.

12.4 Dayforce Training Portal Package. Dayforce will provide a certain number of Annual Memberships based on the Number of Employees (1-999 Employees – 4 Annual Memberships; 1000–3499 Employees - 6 Annual Memberships; 3500-11,999 Employees – 15 Annual Memberships; 12,000+ Employees – 18 Annual Memberships). Client will be entitled to the Services set forth in the sections titled "Dayforce Training Portal - Annual Membership" and "Dayforce MyPath".

12.5 Dayforce Training Portal Package - Pro. Dayforce will provide a certain number of Annual Memberships based on the Number of Employees (1-999 Employees – 4 Annual Memberships; 1000–3499 Employees - 6 Annual Memberships; 3500-11,999 Employees – 15 Annual Memberships; 12,000+ Employees – 18 Annual Memberships). Client will be entitled to the Services set forth in the sections titled "Dayforce Training Portal - Annual Membership" and "Dayforce MyPath Pro".

12.6 Dayforce Training Portal - Annual Membership. For each Annual Membership purchased, a single named member may attend any publicly scheduled training session offered to Dayforce clients or access recorded or self-paced content available through the Dayforce Training Portal during the subscription period. Members must register their name and email address with Dayforce. Members must self-enroll using online registration tools. Membership can be transferred to a new user if the current member is no longer accessing the Dayforce application.

12.7 Instructor-Led Client Exclusive Training. Dayforce will provide instructor-led training delivered exclusively to the Client via onsite or virtual delivery. Standard Dayforce Training Portal training environment and course materials will be used. Client will receive soft copy of course materials for distribution to participants and up to 12 participants may attend a session. Client can create a tailored agenda by selecting relevant course topics available in the standard course offerings.

12.8 Dayforce Custom Go-Live Training – Employee/Manager. Dayforce will provide go-live training for managers and employees, accessible via the Dayforce application. The course consists of custom-developed content (1-6000 Employees - 15 topics; 6001+ Employees - 25 topics; Retail sector (regardless of the Number of Employees) – 20 topics) using Client's configuration to cover unique business processes and standard content for core functionality being deployed. The content will be developed in one language (English). The content is relevant to employee or manager use of Dayforce and assumes one role each for manager

and employee audiences. One day of instructor-led training or content walk-through to serve as Train-the-Trainer session is included (additional days may be purchased). Two review cycles are included: cycle 1 captures client feedback and cycle 2 validates that feedback from cycle 1 was properly implemented. Client must reserve 3 weeks for development following completion of UAT and integration testing, and will assume all risks (time delay and additional costs) associated with configuration changes.

12.9 Dayforce Custom Training – Other. Dayforce will provide custom training for defined Client users. The course consists of custom-developed content using Client's configuration to cover unique business processes and/or standard content repurposed to focus on core functionality being deployed. A quote setting out details of the training will be approved by the Client in advance of development and delivery of training.

12.10 Dayforce Reporting Workshop. Dayforce will provide a one-day assessment to evaluate Client's reporting requirements. The assessment includes an analysis of 3 to 5 reports, recommended reporting solutions, and assessment of Client reporting skillset. Client must provide detailed examples of required reports. Following the assessment, Dayforce will provide a two-day workshop to train/coach up to 3 Client representatives to develop reports as identified in the Reporting Assessment. Participants must meet knowledge and skill prerequisites as identified in the Reporting Assessment.

12.11 Dayforce Training - Consulting. Dayforce will provide one-on-one informal training/coaching via onsite or virtual delivery (as purchased) on specific tasks/processes as identified by Client. The training/coaching is limited to tasks such as transaction processing, explanation of Dayforce product concepts and processes, and minor administration or configuration updates. Access to training environments or training manuals are not included. Participants must meet prerequisite knowledge either through attending Dayforce training or equivalent work experience.

12.12 Dayforce Payroll Administrator Fast Start. Dayforce will work with Client to identify key processes and tasks that need to be completed to review and process pay, using Dayforce Payroll (does not apply to in-country payroll services). Through one-on-one coaching (up to 8 hours), Dayforce will provide an overview of fields on the HR record relevant for payroll and a walk-through of the pay cycle, basic payroll auditing reports, and processing pay. A recommendation will be made for additional training which is available on the Dayforce Training Portal. Walk-through will use the Client's environment and standard Dayforce Training reference materials. Client resource is assumed to have payroll domain expertise and experience using payroll software. Services to be delivered virtually.

13. Dayforce Flex Work Platform. Dayforce Flex Work is the integrated technology that allows you to create shift offerings for third party staffing solution workers to fill. Dayforce Flex Work partners with third party staffing companies to fill shifts. Dayforce Flex Work Platform Fee ("Platform Fee") will be invoiced and payable in full by Dayforce supported electronic means (e.g., direct deposit, pre-authorized debit) on the date of the invoice, to be issued on the first day of the calendar month following execution of the Order Form. As Client incurs fees with third-party employer of record, i.e. Ideal, Dayforce will apply the Platform Fee to the third-party fees. Once the Platform Fee is exhausted, fees will be invoiced by and payable to the third-party in accordance with the applicable Third-Party Terms. Any remaining balance of the Platform Fee at the end of the twelve (12) month period following the invoice is non-refundable and cannot be carried over to the following year. The Platform Fee will be invoiced by Ideal on the anniversary of the invoice date each year.

14. Third Party Material(s) and Third Party Terms. Third Party Material(s) are content and technology that is made available through or in connection with the Services and that is licensed under Third Party Terms, which means separate license terms that are identified in the Services and / or Service Particulars and that apply to Third Party Materials. The Services may enable Client to access and use Third Party Materials subject to the terms of this document and any applicable Third Party Terms. Client is responsible for complying with the applicable Third Party Terms that govern the use of all Third Party Materials. Dayforce does not control and is not responsible for any Third Party Materials, the implementation or support of them, and Client bears all risks associated with access to and use of any Third Party Materials. Third Party Materials are made available by Dayforce on an "as-is" and "as available" basis without any warranty of any kind and Dayforce is not responsible for any issues related to the performance, operation or security of the services that arise from any Third Party Materials. The following Third Party Materials are available in accordance with the applicable Third Party Terms noted below. For the avoidance of doubt, the applicable Fees set forth in the Order Form are payable to Dayforce in accordance with the Agreement. There may be applicable implementation fees payable to the third party provider and Client is responsible for entering into an order form directly with the third party provider in respect of same.

14.1 AdminaHealth Benefits Billing and Reconciliation for Dayforce (SaaS). AdminaHealth comprehensive billing software solution that streamlines premium bill reconciliation and consolidation. End User License Agreement: <https://adminahealth.com/wp-content/uploads/AdminaHealth-Master-Subscription-Agreement-EULA-for-Dayforce-Customers.pdf>.

14.2 Dayforce Learning Content: Core Collection. Pre-Curated 25 course collections provide comprehensive learning experiences that align with your organization's requirements, supporting compliance and helping ensure relevance, effectiveness, and engagement in your learning program. This offering will be managed by Go1. End User License Agreement: [Go1 Customer Terms for Dayforce Customers](#).

14.3 Dayforce Learning Content: Advanced Collection. Pick two of our pre-curated course collections or choose your own 50 courses from our comprehensive library of content to suit their specific needs. Quickly select the categories that fit immediate needs and take the curation into your own hands. We provide high quality, engaging, and effective content across our content options. This offering will be managed by Go1. End User License Agreement: [Go1 Customer Terms for Dayforce Customers](#).

14.4 Dayforce Learning Content: All-Access. At Dayforce Learning we recognize that business needs often extend beyond standard solutions. That's why we support our All-Access Content solution, dedicated to providing comprehensive support to clients with specialized requirements. This offering will be managed by Go1. End User License Agreement: [Go1 Customer Terms for Dayforce Customers](#).

14.5 VidCruiter Video Interviews for Dayforce. VidCruiter pre-recorded video interviews for candidate screening processes. End User License Agreement: [VidCruiter Client Terms and Policies](#).

14.6 VidCruiter Reference Checks for Dayforce. VidCruiter reference check services for candidate selection processes. End User License Agreement: [VidCruiter Client Terms and Policies](#).

14.7 Ideal Talent Marketplace. Ideal Talent Marketplace provides employer of record services for temporary workers and interfaces with Dayforce Flex Work Platform, connecting Client with temporary workers. Services Agreement: <https://ideal.com/services-agreement>.

14.8 Dayforce Identity Integration. Dayforce Identity Integration automates the import and synchronization of employee information between Dayforce and other identity access, governance platforms, or directories. The integration will support various configuration options including platform, mappings, and scheduling that will be managed by Aquera. End User License Agreement: <https://aquera.com/terms-and-conditions>.

Exhibit 6: Certification of Meeting Alachua County Wage Ordinance

Contact Title: #14643 Agreement with Dayforce RFP 25-14 Human Capital Management

Contract No. 14643

RFA No. 25-14

The undersigned, who is authorized on behalf of the Contractor, certifies that all employees completing services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements ("Wage Ordinance") contained in the Alachua County Code, as may be amended.

DAYFORCE US, INC
1201 HAYS STREET
TALLAHASSEE, , FL 32301-2525

PROFESSIONAL

By:  37388E635EE741E

Print: kyle Berg

Title: Account Executive Public Sector

Date: 6/9/2025

**AFFIDAVIT OF NO COERCION
PURSUANT TO §787.06, FLORIDA STATUTES**

State of Florida

County of Alachua

I, Kyle Berg [insert full legal name of the person providing this affidavit], as
Account Executive Public Sector [insert corporate title of the person providing this affidavit] of the
Dayforce US Inc [insert full legal name of the Corporation], having taken
an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of on behalf of the
Dayforce US Inc [insert full legal name of the Corporation].
3. I attest and affirm that Dayforce US Inc [insert full legal name of the Corporation] does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

DocuSigned by:
Kyle Berg
37386E535EE741F...

Signature

Kyle Berg

Name Printed

Account Executive Public Sector

Title

6/9/2025

Date Signed

**AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN
PURSUANT TO 287.138, Florida Statutes**

State of Florida
County of Alachua

I, Kyle Berg [insert full legal name of the person providing this affidavit], as
Account Executive Public Sector [insert corporate title of the person providing this affidavit] of the
Dayforce US Inc [insert full legal name of the Corporation], having taken an
oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief.
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of on behalf of
Dayforce US Inc [insert full legal name of the Corporation].
3. I attest and affirm that the following is true and correct:
 - a. Dayforce US Inc [insert full legal name of entity] is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes (i.e., People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern).
 - b. The government of a foreign country of concern does not have a controlling interest in Dayforce US Inc [insert full legal name of entity].
 - c. Dayforce US Inc [insert full legal name of entity] is not organized under the laws of or has its principal place of business in a foreign country of concern.
4. This affidavit is provided to the Alachua County Board of County Commissioners to comply with section 287.138(4) Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

DocuSigned by:
Kyle Berg
Signature 37386E535EE741F...

Kyle Berg

Name Printed

Account Executive Public Sector

Title

6/9/2025

Date Signed