

AN ORDINANCE approving SOFTWARE CONTRACT for Dayforce Time and Attendance software between Dayforce Services US LLC and the City of Fort Wayne, Indiana.

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

SECTION 1. That the ORDER FORM, STATEMENT OF WORK, and MASTER SERVICES AGREEMENT, including all addenda and annexes attached thereto (collectively, "AGREEMENT") for subscription to Dayforce Time and Attendance between Dayforce Services US LLC and the City of Fort Wayne, Indiana, is hereby ratified, affirmed, and approved in all respects, specifically for:

Labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc. for Dayforce Delivery Assurance, Dayforce Time and Attendance software subscription, Dayforce Touch Clock, and related informational technology services, including, without limitation, training, support, and other related services.

involving a one-time cost of THIRTY-ONE THOUSAND NINETY-TWO and 40/100 Dollars (\$31,092.40) and annual subscription fees of SEVENTY THOUSAND NINE HUNDRED TWENTY (\$70,920.00) per year during the initial three-year term for a total cost not to exceed TWO HUNDRED FORTY-THREE THOUSAND EIGHT HUNDRED FIFTY-TWO and 40/100 Dollars (\$243,852.40) for the initial three-year term. A copy of the Agreement is on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That after the initial three-year term, the Agreement provides for automatic renewals on a month-to-month basis unless and until the Agreement is terminated by either party upon ninety (90) days prior written notice. The City of Fort Wayne Purchasing Department shall be authorized to approve payment of ongoing subscription fees during each renewal term in accordance with the provisions of the Agreement without further approval by the Common Council unless the total annualized cost of such subscription fees is expected to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00) in a single calendar year. In accordance with Section 37.18 of the City of Fort Wayne, Indiana Code of Ordinances, Common Council approval shall be required for renewal of the annual subscription to Dayforce Time and Attendance if annual subscription fees will exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00) in a single calendar year.

SECTION 3. That all actions previously taken by the City of Fort Wayne, Indiana in connection the Agreement are hereby ratified, confirmed, and approved in all respects.

SECTION 4. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY

Malak Heiny, City Attorney



ORDER FORM

Client Order No.: Q-180627
Generation Date: May 08, 2025
Offer Expiration: May 30, 2025
Service Term Length (from Subscription Start Date): 36 Months
Territory: United States
Currency: USD

Client Information

Client Name City Of Fort Wayne				the "Client"	
Service Contact Tara Schilt		Phone No. (260) 427-6972	e-mail tara.schilt@cityoffortwayne.org		
Billing Street Address 200 East Berry Street		City Fort Wayne	State/Province IN	Zip/Postal Code 46802	

Estimated Recurring Fees	Frequency	Product Type	Unit of Measure	Unit Price	Quantity	Price
Dayforce Subscription Fee*	Monthly	Subscription	Per Employee	\$12.85	400	\$5,140.00

Estimated One-Time Fees	Frequency	Product Type	Unit of Measure	Unit Price	Quantity	Price
Dayforce Delivery Assurance	One Time	One Time	Each	\$10,000.00	1	\$10,000.00
Dayforce Custom Go-Live Training - Employee/Manager	One Time	Training	Each	\$13,381.20	1	\$13,381.20
Dayforce Instructor-Led Exclusive Training - (Per Day)	One Time	Training	Each	\$2,570.40	3	\$7,711.20

Hardware Fees	Frequency	Product Type	Unit of Measure	Unit Price	Quantity	Price
Dayforce Touch Clock w/ HID Proximity Reader (subscription)	Monthly	Hardware - Subscription	Each	\$77.00	10	\$770.00

Summary of Estimated Annual Totals	Total
Estimated Total Recurring Fees	\$70,920.00
Estimated Total One Time Fees	\$31,092.40

The Service Particulars applicable to this Order Form are found at <https://clientcontractportal.dayforce.com> under the following name(s):

- Dayforce-General Terms
- Dayforce-Clock Terms
- Dayforce-Ancillary Services Terms

*Included in the Dayforce Subscription Fee:

Software Services:

- Dayforce Platform
- Dayforce Human Resources
- Dayforce Time and Attendance
- Dayforce Reporting and Analytics
 - Dayforce People Analytics
- Dayforce Document Management
- Dayforce Training Portal Package
- Dayforce Advanced WFM Modules
 - Dayforce WFM Task Management
- Dayforce Enterprise Cloud Connectors (1 GB of outbound data included)

The Subscribed Modules set forth herein will be implemented by a Third-party Implementation Provider.

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

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 Dayforce's current [Master Services Agreement](#) (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. Section 5.2 of the Dayforce General Terms is hereby deleted and replaced in its entirety with the following:

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 of (i) 50% if the Service is cancelled prior to the end of year one of the initial Service Term, (ii) 50% if the Service is cancelled in year two of the initial Service Term and (iii) 75% if the Service is cancelled in year three of the initial Service Term.

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 initial Service Term. Thereafter, 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 (on a cumulative basis from the Subscription Start Date), the first such increase to be calculated and effective on the third 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. All invoices will be due and payable by Dayforce supported electronic means (e.g., direct deposit, pre-authorized debit) within forty-five (45) days of the date of invoice.
4. Twenty-five percent (25%) of the Dayforce Subscription Fee for Software Services will be invoiced and payable each month until the earlier of the Go Live Date or January 01, 2026. Thereafter, Client will be invoiced for the full Dayforce Subscription Fee for Software Services.

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:

Printed Name:

Title:

Date:

I have the authority to bind the corporation

City Of Fort Wayne

Per:

Printed Name:

Title:

Date:

I have the authority to bind the corporation/partnership



**ATTACHMENT TO ORDER FORM
STATEMENT OF WORK
DAYFORCE DELIVERY ASSURANCE**

CLIENT INFORMATION	
Client Name	the "Client"
City Of Fort Wayne	

This is the Statement of Work ("SOW") for Dayforce Delivery Assurance as contemplated in the Order Form made between Dayforce and Client. Client hereby engages Dayforce to provide the Services as more particularly described in this SOW, for the Fees set out in the Order Form. Capitalized terms not defined in this SOW shall have the meanings ascribed to them in the MSA.

1. Services, Responsibilities, and Deliverables

The Services consist of leading quality reviews with Client's project team and Third-party Implementation Provider(s) throughout the project lifecycle as outlined below. The purpose of such reviews is to evaluate the third party solution for project governance, design, configuration, testing and go live readiness against Dayforce best practice, advise Client of any identified potential risks or issues in these areas, and recommend mitigation or remediation actions, such as configuration changes. Services do not include a legal or compliance analysis of Client's solution design, configuration, testing or project governance. Dayforce reviewed checkpoints will be identified in the project timeline and Dayforce outputs resulting from review activities will be produced in alignment with project deliverables.

(i) In Scope Work: Dayforce will provide the following in respect of Core Modules and Dayforce WFM Advanced Scheduling (if purchased, as reflected on the Order Form):

Phase / Checkpoint	Description	Output
Project Sponsorship and Meeting Attendance	Attendance at scheduled design, milestone, and steering committee meetings (representing Dayforce), as agreed upon by the Delivery Assurance team and Client project team, advising on implementation best practice, and project issues and risks.	Active participation in design, milestone, and steering committee meetings as scheduled by Client and/or Third-party Implementation Provider(s) and documented follow up as required.
Project Governance	Review of the following project artifacts (as applicable based on project scope), for completeness and alignment with Dayforce best practice: • Project plan, including critical path dependencies and resource allocations for Client and third parties; • Project charter documenting scope, governance, project stage entry, exit and acceptance criteria • Risk register or risk management plan • Integration strategy • Data conversion strategy • Testing strategy • Organizational readiness plan	Report out of Dayforce's findings based on its artifact review with documented findings and recommended mitigation and/or remediation for any identified gaps, risks and/or issues related to project governance.
Solution Design	Review of solution design decisions and documentation (generally the outcome of discovery/requirements validation sessions) which guides solution configuration and testing (solution blueprint, business requirements document (BRD), discovery recap, testing plan, etc.). Review will focus on inclusion of all required Dayforce elements, including but not limited to organizational structure, data flow diagram with upstream and downstream integration, security roles & permissions, and pay policies. Review will also include alignment with Dayforce best practice to optimize Dayforce process automation, standardization and scalability.	Report out of Dayforce's findings based on design session and artifact review with documented findings and recommended mitigation and/or remediation for any identified gaps, risks and/or issues related to solution design.
Solution Configuration and Testing	Review of the system configuration and integrations to assess alignment with solution design and Dayforce best practices. This includes review of the application and associated artifacts and may leverage Dayforce configuration audit tools. Review of Client's training completion and documented use cases to validate Client readiness to develop test cases and execute testing. Review of Client test plan to validate test case coverage of in-scope feature functionality by user (employee, manager, administrator, super user), aligned with Dayforce best practice.	Report out of Dayforce's findings based on its configuration and testing review with documented findings, categorized by severity/impact, and recommended remediation for each finding.
Go Live Readiness	Validation of Client go live readiness as evidenced through project artifacts, including but not limited to: • Client accepted functional, UAT, integration and parallel testing per criteria documented in the project requirements	Report out of Dayforce's findings based on its review of project artifacts related to go live readiness and validation of Client's readiness for a successful transition to Support, with

	- Completed Client training per agreed upon curriculum - End user training plan and org readiness plans - Production cutover plan inclusive of critical path activities and resource allocations Review of transition to Support plan and review of Client and Third-party Implementation Provider(s) documentation to meet Dayforce transition to Support criteria.	documented findings and recommended remediation for any identified gaps or risks.
--	---	---

(ii) Out of Scope Work: Unless an activity or output is expressly set forth under Section (i) In Scope Work above, it is considered out of scope and will not be provided or performed by Dayforce.

2. Assumptions and Client Duties and Responsibilities

- (i) The checkpoint activities and associated Fees are based on the following assumptions:
- Client will provide Dayforce with access to Client Implementation project team members and stakeholders and they will actively participate in checkpoints.
 - Client will provide access to relevant documentation reasonably requested by Dayforce to provide the Services.
 - Checkpoint output outlined herein will be incorporated into Client's project plan.
 - Client will provide access to configuration and test environments as required to complete checkpoints.
 - Client will identify a named resource who will provide acceptance of Dayforce report outs and authorize actions on Dayforce findings.
 - Dayforce findings will be based on project artifacts and Dayforce environment access provided by Client and Third-party Implementation Provider(s) as authorized by Client.
 - Client will be responsible for completeness and accuracy of all data loaded into Dayforce.
 - Dayforce is not responsible for Client's and/or Third-party Implementation Provider's lack of participation or inaccurate information provided to Dayforce.
 - Client and Third-party Implementation Provider will adhere to the project plan timeline.
 - Delivery Assurance Services will be delivered remotely.

(ii) Dayforce will not assume any liability for Client or Third-party Implementation Provider's interpretation of applicable law or regulations as a consequence of Dayforce providing the review Services specified in this SOW or any mitigation or remediation as outlined in a report, and Client remains solely responsible for all decisions affecting its employees and for using the Services in accordance with applicable law, professional guidelines, and privacy requirements in all jurisdictions where it operates. Client shall monitor changes to those laws applicable to Client's business, interpret applicable laws and regulations, determine requirements for compliance and notify Dayforce of any changes required as a result of such laws. Client shall conduct regular audits of Client's use of the Service. Client acknowledges and agrees that the Services do not constitute and shall not be relied upon by Client, as legal or financial advice. Client will not rely solely on its use of the Services to meet its compliance obligations.

3. Fees

(i) Fees have been calculated taking into account the work Dayforce has reasonably estimated will be required to deliver the Services. Dayforce determines the scope of work, timelines and Fees for the Services on the basis that the project will be delivered as one continuous project. 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 Fees, the Parties shall mutually agree to necessary changes to the SOW (including corresponding Fees). Any delays or phased roll out may impact the Fees, and could result in a complete work stoppage until resources can be reassigned.

(ii) Client shall pay to Dayforce the Fees set forth in the Order Form. Fees will be invoiced and payable in two (2) installments as follows: (a) fifty percent (50%) at the Subscription Start Date and fifty percent (50%) at Go Live Date. In the event Client terminates the Services for any reason whatsoever, Client will be responsible to pay to Dayforce any Fees incurred for hours worked up to the date of termination.

(iii) In addition to the Fees, Client shall reimburse Dayforce for all expenses, if any, (and in accordance with Dayforce's expense policy) incurred in connection with the provision of the Services, including travel, accommodation and meals.



The following terms and conditions are incorporated into the Order Form between Dayforce and Client and form an integral part of the Agreement.

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 at close of business (e.g., 5:00 EST) 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 Access to Client IT System(s). Dayforce has received a copy of Client's Third Party Connection Policy and agrees that the terms of said policy govern Dayforce's access to Client's IT Systems. Dayforce agrees that it will not violate Client's Third Party Connection Policy when Dayforce employees access Client's IT Systems for purposes of performing the Services.

5.4 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).

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 Dayforce's 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 greater of \$250,000.00 or the total amount paid by the Client (and any Affiliates) under the Agreement 24 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 (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemics or pandemics; and (j) other similar events beyond the reasonable control of the impacted 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 Indiana.

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. For the avoidance of doubt, if at any time Client and the Services being rendered to Client are not subject to the U.S. Foreign Corrupt Practices Act 1977, Canadian Corruption of Foreign Public Officials Act and the UK Bribery Act 2010, Client shall not be contractually obligated to comply with such 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. With respect to credit screenings, Dayforce will conduct such if Client purchases Dayforce Payroll. In addition and apart from credit screenings for Dayforce Payroll, Dayforce will conduct one credit screening of Client if Client requests payment terms different than Dayforce's standard net 30 payment terms. 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 ANNEX 1 .
"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 ANNEX 1 .
"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 fulfill 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 a mutually agreeable form, 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 applicable data retention requirements. However, upon termination of this Agreement, Dayforce will return all Client Data in a mutually agreeable form in accordance with Section 5.1(a) so that Client can ensure compliance with applicable 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

1. Details of the Personal Data Processing
2. 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	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. Security Roles and Responsibilities. Security responsibilities of Dayforce co-workers are formally documented and published in security and privacy policies. Risk Management Program. Dayforce executes periodical risk assessments of the implemented security controls.
Human Resources Security	Confidentiality obligations. Dayforce co-workers are subject to written confidentiality obligations Security and privacy training. Dayforce informs its co-workers about relevant security measures to protect Personal Data. Termination. Dayforce ensures according to formal security administration procedures that access rights are timely revoked upon termination.
Asset Management	Asset Inventory. Dayforce maintains an inventory of all computing equipment and media used. Access to the inventories is restricted to authorized Dayforce personnel. Asset Handling - 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	Physical Access to Facilities. - 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 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.
Access Control	Access Policy. Dayforce enforces an access control policy based on least privileges principles. Access Authorization - 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. Authentication - 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. 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.
Operations Security	Data Recovery Procedures - 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. Malicious Software. Dayforce maintains anti-malware controls to help avoid malicious software gaining unauthorized access to Personal Data. Security updates. Security patches are installed following a documented security patch management process. Event Logging. Dayforce logs access and use of its information systems containing Personal Data, registering the access ID, time and relevant activity.
Communications Security	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. Transfer outside own network. Dayforce encrypts, or provides the mechanisms to Client to encrypt, Client information that is transferred across public networks. 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.
System Acquisition, Development & Maintenance	Security Requirements. Requirements for protecting data and systems are analyzed and specified. Change Control. Dayforce has implemented a formal change management process to ensure changes to operational systems and applications are performed in a controlled way.
Supplier Relationships	Supplier Selection. Dayforce maintains a selection process by which it evaluates the security and privacy practices of a subcontractor with regard to data handling. Contractual Obligations. Suppliers with access to Personal Data are subject to data protection and security obligations and these are formally integrated into supplier contracts.

ANNEX 2: TECHNICAL AND ORGANIZATIONAL MEASURES

Domain	Practices
Information Security Incident Management	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. Incident notification. For each security breach that impact the confidentiality or integrity of Personal Data, notification by Dayforce will be made without unreasonable delay.
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.

1.1.1 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 forty-five (45) 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 to expiration 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 of i) 50% if the Service is cancelled prior to the end of year one or year two of the initial Service Term and ii) 75% if the Service is cancelled in year three of the initial Service Term. **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 event, as defined in Section 11 of the Master Services Agreement.

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. For the avoidance of doubt, the remedies provided herein are not Client's sole or exclusive remedy for failure to meet the Minimum Acceptable Levels.

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 CLOCK TERMS

(APPLICABLE ONLY TO DAYFORCE BUNDLES WHERE CLIENT SUBSCRIBES FOR OR PURCHASES DAYFORCE CLOCKS)

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 "Dayforce Clocks" means clocks (including Factory Reconditioned Clocks), hardware and other ancillary products, purchased or subscribed for by Client from Dayforce as part of the Services, as set forth in the Order Form;

1.2.2 "Factory Reconditioned Clocks" means Dayforce Clocks which are identified as being factory reconditioned on the Order Form.

2.

3. CLOCK TERMS

3.1 Installation of Purchased or Subscription Clocks from Dayforce

3.1.1 Dayforce's Obligations. Dayforce will:

- (i) deliver Dayforce Clocks to Client in good working condition. Dayforce Clocks will be shipped upon the initial project kick-off – clock discovery meeting, or for orders placed after project kick-off – clock discovery, immediately upon order placement;
- (ii) perform Clock configuration setup, including:
 - (a) badge testing and verification;
 - (b) adding Dayforce Clocks to the Client Dayforce environment;
 - (c) assisting Client with connecting terminals and test planning;
 - (d) training Client administrators on system functionality and setup;
- (iii) make all corrections necessary to bring terminal(s) into compliance with the applicable specifications; and
- (iv) provided Client is current on the mandatory maintenance fees for the Dayforce Clocks, provide maintenance services for Dayforce Clocks which Dayforce currently supports. Such maintenance services shall consist of support, periodic updates to firmware, and updates to interfaces for the Software which Dayforce currently supports. If necessary (in Dayforce's sole discretion) and provided Client is current on the mandatory maintenance fees for the Dayforce Clocks, Dayforce will provide emergency replacement of terminal(s) that Dayforce stocks in the normal course of business.
- (v) Client acknowledges that Dayforce's obligations under Section 2.1.1(iv) of the Dayforce Clock Terms shall only apply to Dayforce Clocks which meet the current minimum software and system requirements needed to use Dayforce Clocks, as identified by Dayforce and updated from time to time.

3.1.2 Client's Obligations. Client will:

- (i) make available a suitable place of installation, adequate power and surge protection, and cabling. Client is responsible for location and mounting of the terminal(s) in compliance with accessibility laws and all building codes;
- (ii) install and test terminal(s);
- (iii) provide badges for testing and validation as needed;
- (iv) provide business requirements necessary for configuration and operation of terminals;
- (v) provide technical resources as required to perform physical configuration of the Dayforce Clocks, where needed, such as static IP addresses or other network settings;
- (vi) confirm network connectivity with terminals;
- (vii) test all system functions;
- (viii) perform steps to enroll Employees for facial or biometric authentication with Dayforce's assistance;
- (ix) complete administrator training;
- (x) within fifteen (15) days of the receipt of terminal(s), notify Dayforce of any material Defect in terminal(s). If Client does not send written notice of the occurrence of a material Defect within such fifteen-day time period, Client will be deemed to have accepted terminal(s);
- (xi) return any subscription hardware within fifteen (15) days upon termination of these Service Particulars. Dayforce Clock subscription fees will continue to accrue until all hardware has been returned.

3.1.3 Client has the option to return subscription or capital purchased hardware, within forty-five (45) days of receiving shipment, so long as the hardware is unopened and unused (in the case of Factory Reconditioned Clocks, so long as the hardware has not been installed). Client is responsible for shipping costs of returned Dayforce Clocks. Any returns not meeting the above conditions are not eligible for a refund of fees paid.

3.1.4 If applicable, subscription fees will begin to accrue immediately upon receipt of the subscription Dayforce Clocks, and are required for a minimum period of twelve (12) months. Subscription fees are applicable for the duration of time during which Client has the Dayforce Clocks in their possession. Subscription fee accrual will not be terminated without an approved rma and will continue until Dayforce receives all Dayforce Clocks. If Client places the implementation on hold for any reason, Dayforce Clock subscription fees will continue to apply.

3.1.5 If an emergency replacement of any terminal is required as part of the maintenance coverage, Client is obligated to return the original terminal(s) within fifteen (15) days of shipment of replacement. If Client does not return the original terminal(s) within this timeframe, Client will be charged full list price for the replacement terminal(s).

4.

4.1 **Dayforce Clock Warranty.** Dayforce warrants that it has the right to sell terminal(s) to Client. Dayforce is not responsible or liable for damage, malfunction, or performance failures resulting from changes made to terminal(s) after acceptance or damage caused by the misuse, physical abuse, improper operation, the environment or other causes beyond Dayforce's exclusive control.

5.

5.1 Customs Formalities, Import Taxes and Customs Duties. Where any tangible goods shall be brought into the Territory for provision of Services, Client will be responsible for performing the required import customs formalities and payment of all applicable Taxes and customs duties. Upon mutual agreement between the parties and/or where Dayforce is eligible to do so, Dayforce may undertake such import customs formalities and payments instead of Client and act as the importer of record in the Territory. To the extent Dayforce, acting as the importer of record, applies for any temporary or special customs regime in the Territory, Client agrees to cooperate with Dayforce, as requested by Dayforce, in order for Dayforce to comply with the requirements of the temporary or special customs regime declared for the respective tangible goods. Client agrees to undertake the required export customs formalities to return tangible goods to Dayforce, as requested by Dayforce, unless Dayforce is eligible to act as the exporter of record in the Territory.

6.

6.1 Employee Information Tracked on Dayforce Clocks (including Webclocks). Client shall be responsible for complying with all applicable laws associated with the collecting, processing, and tracking of employee Personal Data (including all applicable privacy laws), including with respect to geo-tracking and biometric information (if applicable). Client acknowledges and agrees that it is Client's responsibility to establish and maintain appropriate security and privacy procedures and policies, to properly inform its employees of the collecting, processing, and tracking of information, to obtain all necessary consents with respect thereto, including consent necessary for Dayforce to receive, process, and store employee Personal Data, and to obtain all applicable government registrations. While Dayforce may inform Client's employees regarding the collection and use of Personal Data, this is not a substitute for Client's responsibilities and obligations as set forth herein. It is Client's responsibility to consult with independent legal counsel to ensure Client is complying with all applicable privacy laws. Dayforce shall not be responsible for the use of employee Personal Data or Client's use of the application.



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 pre-requisite 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>.

Executive Summary: Selection and Implementation of New Time Management Software Platform

City Utilities recently completed a formal process to select a new timekeeping system for employees. This was necessary because the company that provides our current system, UKG, has announced it will stop hosting the platform after December 31, 2025—which means the system will no longer be available for use.

After a thorough review by a cross-functional evaluation committee, Dayforce Time and Attendance, a modern cloud-based solution provided by Dayforce Services US LLC, was selected. The cloud-based architecture of Dayforce enhances system resilience and aligns with our broader cybersecurity strategy by reducing infrastructure risk and improving disaster recovery capabilities.

To proceed with the acquisition and deployment of the Dayforce platform, two ordinances are respectfully submitted for Council approval:

Ordinance 1 – Software Agreement with Dayforce Services US LLC

This ordinance authorizes the Utility to enter into a software subscription agreement with Dayforce Services US LLC for the delivery and support of the Dayforce Time and Attendance platform, including software licensing, training, and related services.

- One-time implementation-related costs: \$31,092.40
- Annual subscription fee: \$70,920.00
- Initial three-year term: Not to exceed \$243,852.40

After the initial term, the agreement will continue on a month-to-month basis unless terminated by either party with 90 days' written notice. Council approval will be required if subscription fees exceed \$100,000 in any calendar year during the renewal period.

Ordinance 2 – Implementation Services with EPI-USE America, Inc. dba Magnisol

To ensure a successful transition to the Dayforce system, the Utility proposes engaging EPI-USE America, Inc. dba Magnisol, a consultant with specialized expertise in Dayforce implementations. Magnisol will provide all services necessary for installation, configuration, training, and testing.

Total implementation cost: Not to exceed \$96,350.00

This transition not only ensures continued compliance with labor and timekeeping requirements but also supports a more secure and modernized IT environment. The Utility recommends adoption of both ordinances to ensure uninterrupted operations and to strengthen our workforce management capabilities.