CITY COUNCIL SPECIAL CALLED

Monday, May 23, 2022 at 5:00 PM
Council Chambers and YouTube Livestream

MISSION STATEMENT

It is the mission of the City of Forest Park to enhance, strengthen, and grow our city by collaborating with our community to provide the highest level of service. Striving to be recognized as a diverse community that values and respects all members. We will strive to provide fair, professional, and courteous service through transparency and open communication. As we work to achieve this mission, we will have integrity beyond reproach while employing fiscal discipline and innovation. In this work there are no praises and raises for mediocrity.

Website: www.forestparkga.gov
YouTube: https://bit.ly/3c28p0A
Phone Number: (404) 366.1555

FOREST PARK CITY HALL
745 Forest Parkway
Forest Park, GA 30297

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James
The Honorable Hector Gutierrez
The Honorable Allan Mears

The Honorable Dabouze Antoine
The Honorable Latresa Akins-Wells

Dr. Marc-Antonie Cooper, City Manager
S. Diane White, City Clerk
Mike Williams, City Attorney

AGENDA

VIRTUAL NOTICE

DISCLAIMER: For in-person attendance, all CDC requirements of Masks and Social Distancing is recommended.

To watch the meeting via YouTube - https://bit.ly/3c28p0A

The Council Meetings will be livestream and available on the City's

YouTube page - *"City of Forest Park GA"*

CALL TO ORDER/WELCOME:

ROLL CALL - CITY CLERK:

NEW BUSINESS:

1. **PUBLIC HEARING – 1ST Reading of the FY23 Fiscal Budget Ordinance** – Executive/Finance Department

    Background/History:

    The proposed funded dollar amount of the FY2023 Budget is $34,800,288 and the full FY23 Budget can be viewed on the City's website by clicking the link below:

https://www.forestparkga.gov/sites/default/files/fileattachments/finance/page/2771/proposed_budget_fy_2022-2023.pdf

2.   **Council Discussion and Approval of entering an Agreement with ADP, Inc. as the City's Payroll Processing Platform** – Executive Department

Background/History:
On May 16th representatives from ADP, Inc. presented their proposal for having ADP handle the payroll process for the city and the auditors made a recommendation in the city's 2020 audit that the city should research the risks and benefits of procuring a third-party vendor to manage the payroll process and dissemination. Attached is the contract for ADP at an annual cost of $190,163.55 with $42,500.00 for implementation cost. The City Manager is requesting approval of the contract and use of funding identified and available within the American Rescue Fund line item Encode upgrade. Future funding for this annual expenditure will be factored in the general fund budget.

EXECUTIVE SESSION: (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate)

ADJOURNMENT:

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-1555.

City Council Agenda Item

Subject: **PUBLIC HEARING – 1ST Reading of the FY23 Fiscal Budget Ordinance –** Executive/Finance Department

Submitted By: Dr. Marc-Antonie Cooper and Ms. Chiquita Barkley

Date Submitted: May 18, 2022

Work Session Date: N/A

Council Meeting Date: May 23, 2022

Background/History:

The proposed funded dollar amount of the FY2023 Budget is $34,800,288 and the full FY23 Budget can be viewed on the City's website by clicking the link below: https://www.forestparkga.gov/sites/default/files/fileattachments/finance/page/2771/proposed_budget_fy_2022-2023.pdf

Cost: $ **Budgeted for:_____ Yes _____ No**

Financial Impact:

N/A

Action Requested from Council:

STATE OF GEORGIA   ORDINANCE NO._____
COUNTY OF CLAYTON

AN ORDINANCE

AN ORDINANCE BY THE CITY COUNCIL OF FOREST PARK, GEORGIA, TO ADOPT A BUDGET FOR THE FISCAL YEAR, ENDING JUNE 30, 2023; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES; BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FOREST PARK AND IT IS HEREBY ORDAINED BY THE AUTHORITY OF SAME THAT:

<u>**Section 1:**</u>   The annual budget for the operations, capital projects, grant programs and debt service for the city for the Fiscal Year ending June 30, 2023, is **$34,800,288.** The budget includes all revenues and expenditures for governmental and enterprise purposes as detailed in the accompany budget documents herein incorporated is hereby adopted in accordance with Georgia Law.

The Fund Summaries are as follows:

FY 23 FUND REVENUES

TAXES:	$25,320,170.00
LICENSE AND PERMITS:	$971,469.00
CHARGES FOR SERVICES:	$957,944.00
FINES AND FORFEITURES:	$806,298.00
INVESTMENT INCOME:	$3,199.00
MISC INCOME:	$3,710,604.00
OTHER FINANCING SOURCES:	$3,030,604.00
TOTAL REVENUES:	**$34,800,288.00**

FY23 GENREAL FUND EXPENDITURES

LEGISLATIVE:	$1,173,686.00
CHIEF EXECUTIVE:	$842,151.00
FINANCE:	$5,212,621.00
COURTS:	$498,184.00
TECHNOLOGY SERVICES:	$1,487,123.00
HUMAN RESOURCES:	$604,791.00
ECONOMIC DEVELOPMENT:	$357,486.00
FLEET SERVICES:	$167,705.00
POLICE SERVICES:	$7,725,397.00
E911 COMMUNICATIONS:	$681,297.00
RECREATION AND LEISURE:	$1,805,206.00
PUBLIC WORKS:	$3,469,784.00
PUBLIC WORKS - PARKS:	$103,500.00
PB&Z:	$1,206,286.00
ANIMAL CONTROL:	$121,773.00
FIRE - EMS SERVICES:	$1,786,107.00
FIRE - FIREFIGHTERS ADMIN:	$5,269,401.00
EMERGENCY MANAGEMENTSERVICES:	$28,695.00

TOTAL GENEREAL FUND EXPENDITURES: **$32,541,193.00**

**FY23 CAPITAL
IMPROVEMENT FUND
EXPENDITURES**

CHIEF EXECUTIVE:	$40,000.00
COURTS:	$22,200.00
TECHNOLOGY SERVICES:	$105,750.00
ECONOMIC DEVELOPMENT:	$35,000.00
POLICE SERVICES	$967,120.00
PUBLIC WORKS:	$537,025.00
FIRE - EMS SERVICES:	$552,000.00

**TOTAL CAPITAL IMPROVEMENT FUND
EXPENDITURES:**   **$2,259,095.00**

**TOTAL GENERAL & CAPITAL
IMPROVEMENT FUND EXPENDITURES:**   **$34,800,288.00**

Section 2:   This ordinance shall become effective immediately and the budget shall be implemented for the Fiscal Year of July 1, 2022, through June 30, 2023.

Section 3:   Repealer – All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4:   Severability – In the event any section, subsection, sentence, clause, or phrase of this ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no matter effect the other section, subsections, sentence, clause, or phrase of this ordinance, which shall remain in full force and effect as if the section, subsections, sentence, clause, or phrase so declared to be adjudged invalid or unconstitutional were not a part hereof. The Council hereby declares that it would not have passed the remaining parts of this ordinance if it had known that such part or parts hereof would be declared or adjudged invalid or unconstitutional.

First Reading: _____   Second Reading: _____

[SIGNATURES APPEAR ON FOLLOWING PAGE]

This Ordinance having been duly advertised and public hearings thereon held, the same adopted and approved by the Mayor and Council of the City of Forest Park, this day of _____, 2022.

_____
Mayor Angelyne Butler

ATTEST:

_____ (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

City Council Agenda Item

Subject: **Council Discussion and Approval of entering an Agreement with ADP, Inc. as the City's Payroll Processing Platform** – Executive Department

Submitted By: Dr. Marc-Antonie Cooper

Date Submitted: May 18, 2022

Work Session Date: N/A

Council Meeting Date: May 23, 2022

Background/History:
On May 16th representatives from ADP, Inc. presented their proposal for having ADP handle the payroll process for the city and the auditors made a recommendation in the city's 2020 audit that the city should research the risks and benefits of procuring a third-party vendor to manage the payroll process and dissemination. Attached is the contract for ADP at an annual cost of $190,163.55 with $42,500.00 for implementation cost. The City Manager is requesting approval of the contract and use of funding identified and available within the American Rescue Fund line item Encode upgrade. Future funding for this annual expenditure will be factored in the general fund budget.

Cost: $ 190,163.55 per year   **Budgeted for:_____ Yes __X__ No**

Financial Impact:

N/A

Action Requested from Council:

Approval from Council to proceed with agreement

Investment Summary

Item #2.

Company Information

City of Forest Park
745 Forest Pkwy
Forest Park, GA 30297-2209
United States

Executive Contact

Marc-Antonie Cooper
City Manager
macooper@forestparkga.gov
(404) 366-4720

249

Total

Employees

$42,500.00

Implementation

Costs

$190,163.55

Total Annual

Investment

Expiration

6/5/2022

ADP Sales Associate

Warren Stallard
BPO DM
warren.stallard@adp.com
502-890-8721

** This Investment Summary has been made available for illustration purposes only and shall not become incorporated into or made a part of any sales order or services agreement governing the services contemplated thereby.

GLOBAL MASTER SERVICES AGREEMENT

Effective Date: _____, 20___

As between:

ADP, INC.	-and-	**City of Forest Park**
(Referred to in this agreement as "**ADP**")		(Referred to in this agreement as "**Client**")
One ADP Boulevard		745 Forest Pkwy
Roseland, NJ 07068		Forest Park, GA 30297-2209

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms set forth in this Global Master Services Agreement and the applicable Sales Order (as defined herein):

- ADP Comprehensive Services:

    - Payroll Services – delivered via ADP Workforce Now

- ADP Compliance on Demand

- ADP DataCloud

- ADP Document Cloud

- ADP Marketplace

- ADP Time & Attendance Services

- ADP Wage Garnishment Services

- Benefit Services – delivered via ADP Workforce Now

- Employment Verification Services

- ESS & MSS Technology

- Essential ACA Services

- History Conversion Services

- Human Resources Administration Services – delivered via ADP Workforce Now

- Participant Solution Center Support

ADP, INC.

_____
Signature of Authorized Representative

_____
Name - Please Print

_____
Title

City of Forest Park

_____
Signature of Authorized Representative

_____
Name - Please Print

_____
Title

Notwithstanding any Investment Summary that may precede this Global Master Services Agreement and the page numbering below, this signature page is the first page of the Global Master Services Agreement and the Investment Summary that precedes it is for illustration purposes only and shall not become part of the Global Master Services Agreement.

Appendices

Appendix: ADP Comprehensive Services - Service Definition

Appendix: History Conversion Services

Global Master Terms and Conditions

1 Definitions

1.1 **ADP HCM Services**. Only those Services, as defined below, that have been purchased by Client (as listed on the cover page, a Sales Order or otherwise) will be applicable.

1.1.1 **ADP Compliance on Demand**. A workforce management solution that provides clients with access to information and best practice guidance. ADP Compliance on Demand may include access to (1) a self-service library of human resources compliance information, (2) an online community to collaborate with other clients, (3) Tier 1 human resources professionals available to support and assist clients with their workforce management administration requirements, and (4) Tier 2 compliance experts who are available for up to a total of four (4) contacts per year.

1.1.2 **ADP Comprehensive Services.** ADP's business process outsourcing services delivered via ADP Workforce Now technology that covers the spectrum of human capital management services, including payroll, human resources, time and attendance, recruitment, talent, learning, benefits, among other services, as further described in the Service Definitions.

1.1.3 **ADP Data Cloud**. Provide tools to analyze and understand data.

1.1.3.1 **Analytics**. Enables an employer to gain insight from data for key Human Capital Management (HCM) metrics.

1.1.4 **ADP Document Cloud**. Integrated solution to support maintenance and retrieval of employee-specific documents via cloud-based technology.

1.1.5 **ADP Marketplace.** Enable Client to build applications and/or purchase available applications via online store. Provide access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs).

1.1.6 **ADP Payroll Services.** Administration and processing of payroll including performing gross-to-net calculations and generating and/or transmitting of payment instructions, and also including:

1.1.6.1 **ADP Employment Tax Services.** Coordination of payroll-related tax and/or regulatory agency deposits, filings and reconciliations on behalf of employers.

1.1.6.2 **ADP Wage Payment Services.** Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check or payroll debit cards, in each case only to the extent applicable.

1.1.6.3 **Print and Online Statement Services.** Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.

1.1.6.4 **State Unemployment Insurance (SUI) Management Services.** ADP becomes the unemployment insurance address of record. ADP requests the state to send unemployment insurance claims, charges, tax rates and related information to ADP and Client receives a quarterly summary of all claims.

1.1.7 **ADP Time & Attendance Services**. Support of time-related services, including time data collection, employee scheduling, timecard reviews and approvals, and consistent application of time-related policies.

1.1.7.1 **Managed Time & Attendance.** For the purposes of end of pay period administration, ADP will monitor the completeness of Client data submissions into the time and attendance system solely if such data fields are required to meet the basic functional requirements of the system in order to enable the Client's payroll to process.

1.1.8 **ADP Wage Garnishment Services.** Administration of child support orders, creditor garnishments, tax levies, bankruptcies, and student loan liens; which includes garnishment data and order processing, response and notification services, payment processing and disbursement of payments to the appropriate payees, and inquiry management for employees, custodial parents, agencies, and other third parties.

1.1.9 **ADP Workforce Now.** ADP's web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance.

1.1.10 **Benefit Services.** Technology to facilitate the administration of employee benefits, including applying eligibility rules, facilitating online enrollment and changes and calculating payroll deductions within a unified system, as well as providing data to carriers through ADP carrier connection services.

1.1.11 **Employment Verification Services.** Management of employment and income verification requests.

1.1.12 **ESS & MSS Technology.** Employee self-service (ESS) and Manager self-service (MSS) functionality provides all Client Users (practitioners, managers and employees) 24x7 online access to ADP Application Programs.

1.1.13 **Essential ACA Services.** A technology and software solution to assist Client in managing compliance needs related to the Affordable Care Act (ACA), including eligibility calculations and affordability determinations, preparation and electronic filing of Forms 1094-C and 1095-C, access to evidence of benefit offering information and benefit offering audit reports.

1.1.14 **History Conversion Services.** Conversion and loading of certain Client historical payroll or other human capital management data elements into ADP's systems or a standalone history viewer, as applicable.

1.1.15 **Human Resources Administration Services**. Administration of human resource functions using a unified system to process and audit employee lifecycle events, provide compliance tracking and reporting, including new hire reporting, and automate notification and approval processes via self-service/direct access, and also including:

1.1.15.1 **WFN EI-9 Services.** Electronic I-9 administration and onboarding services to help facilitate and manage I-9 and related employment eligibility verification processes.

1.1.16 **Participant Service Center.** Management of inquiries related to services through ADP service center locations as part of a comprehensive offering.

1.2 General

1.2.1 **"ADP"** has the meaning set forth on the cover page.

1.2.2 **"ADP Application Programs"** means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.

1.2.3 **"ADPCheck"** means checks printed and distributed by ADP to Payees pursuant to Client's direction.

1.2.4 **"ADPCheck Services"** refers to ADP's payment of Client's Payees for Permitted Payments through ADPCheck.

1.2.5 **"ADP Direct Deposit Services"** means ADP's full service direct deposit services which includes ADP's payment of Client's Payees who have elected to receive Permitted Payments by direct deposit into an account at a financial institution of such Payee's selection.

1.2.6 **"Affiliate"** means, with respect to any entity, any other entity that controls, is controlled by or under control with such first entity. For purposes of this Agreement, "control" (or variants of it) means the ability, whether directly or indirectly, to direct the management and action of an entity by means of ownership, contract or otherwise.

1.2.7 **"Agreement"** means this Global Master Services Agreement, consisting of the signature pages, the Global Master Terms and Conditions, all exhibits, annexes, appendices, addenda and schedules, and each Amendment, if any.

1.2.8 **"Amendment"** means a written amendment to this Agreement modifying, supplementing or amending the terms and conditions of this Agreement.

1.2.9 "**API**" means application programming interface.

1.2.10 **"Approved Country"** means each country in which, subject to the terms of this Agreement, Client is authorized to use or receive the Services. The following is the list of Approved Countries for the Services: United States.

1.2.11 **"Biometric Data"** includes the information collected by timeclocks and software that use finger and/or hand scan technology, which potentially may include Biometric Identifiers and Biometric Information.

1.2.12 **"Biometric Identifier"** means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.

1.2.13 **"Biometric Information"** means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual.

1.2.14 **"Biometric Services"** means services provided by ADP to Client via the use of timeclocks and software in connection with ADP's provision of Time & Attendance Services, to the extent such timeclocks or software collect, store or use Biometric Data.

1.2.15 **"Biometric User"** means Client's employees or independent contractors who use Biometric Services to record their attendance, hours worked or other work-related data.

1.2.16 **"Business Day"** means any day, except a Saturday, Sunday or a day on which ADP's bank is not open for business in the applicable jurisdiction where services are provided by ADP.

1.2.17 **"Cardholder"** means the Payees of Client who receive a Pay Card.

1.2.18 **"Client"** has the meaning set forth on the cover page.

1.2.19 **"Client ACA Liaison"** means the Client's designated person who shall serve as ADP's principal contact for Essential ACA Services.

1.2.20 **"Client Content"** means all information and materials provided by Client, its agents or employees, regardless of form.

1.2.21 **"Client Group"** means Client and Client's Affiliates listed in the Sales Order who are authorized to receive the Services.

1.2.22 **"Client Infringement Event"** means (i) any change or enhancement in, or use of, the Services by Client or a third party on Client's behalf other than at the direction of, or as approved by, ADP or (ii) Client's failure to use the most current release or version of any computer software programs included in the ADP Application Programs or any corrections or enhancements provided by ADP thereto (to the extent ADP requires Client to use the most current release or version of any computer software programs, the implementation of such shall be at no charge to Client).

1.2.23 **"Confidential Information"** means all trade secrets, processes, proprietary data and documentation and any pricing and product information, Personal Data, the terms of this Agreement, and any other information that is confidential or proprietary provided by the disclosing party to the receiving party for use in connection with the Services or this Agreement, but does not include information that (i) the receiving party already knows prior to its disclosure by the disclosing party, (ii) becomes generally available to the public, except as a result of disclosure by the receiving party in violation of this Agreement or (iii) becomes known to the receiving party on a non-confidential basis from a source other than the disclosing party.

1.2.24 **"Court Filed Notification"** means with respect to Wage Garnishment Services, ADP's standard notification form used to produce, submit and/or file a garnishment notice with a court of law.

1.2.25 "**Data Security Breach**" means a security breach as defined by applicable law or any incident that compromises the confidentiality, integrity, or availability of Personal Data.

1.2.26 **"DHS"** means the U.S. Department of Homeland Security.

1.2.27 **"Documentation"** means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.

1.2.28 "**Early Termination Fee**" has the meaning set forth in Section 12.4.

1.2.29 **"e-IWO Program"** means with respect to Wage Garnishment Services, the Electronic Income Withhold Orders Program.

1.2.30 **"Effective Date"** has the meaning set forth on the cover page.

1.2.31 **"ERISA"** means Employee Retirement Income Security Act of 1974, as amended.

1.2.32 **"E-Verify"** means the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract.

1.2.33 **"Flash Signatures"** means with respect to Wage Garnishment Services, the functionality to digitize Client signature, notary stamp and notary signature.

1.2.34 **"Form I-9"** means the employment eligibility verification form issued by the DHS.

1.2.35 "**FCRA**" means the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.

1.2.36 **"Global Master Terms and Conditions"** means the terms and conditions contained in the main body of this document following the signature pages.

1.2.37 "**Go-Live Date**" means the date of commencement of the first live processing of any given Service.

1.2.38 **"I-9 Handbook"** means the current USCIS Handbook for Employers: Instructions for Completing Form I-9 (M-274).

1.2.39 **"Implementation Services"** means the Services to be performed in order to commence ongoing Services.

1.2.40 **"Improvements"** has the meaning set forth in Section 5.4.

1.2.41 **"Indemnitee"** has the meaning set forth in Section 6.3.

1.2.42 **"Indemnitor"** has the meaning set forth in Section 6.3.

1.2.43 **"Initial Term"** means the period beginning as of the Effective Date and ending two (2) years after the date of Client's first monthly invoice for Services.

1.2.44 **"Intellectual Property Rights"** means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.

1.2.45 **"Internal Business Purposes"** means the usage of the Services solely by the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services, to any party outside the Client Group, unless expressly contemplated by this Agreement.

1.2.46 **"NACHA"** means the National Automated Clearing House Association.

1.2.47 "**Notice to Furnishers**" means with respect to Employment Verification Services, the notice provided to a furnisher of information pursuant to the Obligations of Furnishers of Information provided at the following URL: https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf.

1.2.48 **"Payee"** means any intended recipient of payments under the Payment Services and may include Client's employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client's employees and independent contractors.

1.2.49 **"Payment Services"** means Services that involve electronic or check payments being made by ADP to third parties on Client's behalf and at its direction.

1.2.50 **"Permitted Payment"** means the legal payment of wages, commissions, consulting fees or similar compensation or work-related expenses in the employment context.

1.2.51 **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.

1.2.52 **"Plan"** means Client's plan, including a group health plan, as identified by Client for the applicable Services.

1.2.53 **"Plan Administrator"** means the appropriate plan administrator as defined in Section 3(16)(A) of ERISA and Section 414(g) of the Internal Revenue Code of 1986, as amended.

1.2.54 **"Renewal Term"** means each additional one (1) year period after the Initial Term.

1.2.55 "**Sales Order(s)**" means the document(s) between the parties that lists the specific Services purchased by Client Group from ADP.

1.2.56 **"Services"** means the services listed on the cover page of this Agreement (including Implementation Services related thereto), as may be further described in the Services Definitions, and such other services as the parties may agree to be performed from time to time.

1.2.57 **"SOC 1 Reports"** has the meaning set forth in Section 9.1.

1.2.58 **"Term"** means the Initial Term together with each Renewal Term, if any.

1.2.59 "**Termination Event**" means with respect to any party, the occurrence of any of the following: (i) under the applicable bankruptcy laws or similar law regarding insolvency or relief for debtors, (A) a trustee, receiver, custodian or similar officer is appointed for a party's business or property, (B) a party seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors, or (C) an involuntary proceeding is commenced against a party and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement, or (ii) a party's Standard and Poor's issuer credit rating falls to or below BB.

1.2.60 **"Time & Attendance Hardware"** means timeclocks and other time collection devices provided to Client by ADP in connection with the ADP Time & Attendance Services. Hardware may be purchased or provided on a subscription basis.

1.2.61 **"USCIS"** means U.S. Citizenship and Immigration Services.

1.2.62 **"User"** means any single natural person who, subject to the terms of this Agreement, is authorized by Client to use, access or receive the Services.

1.2.63 **"Verification Agent"** means ADP and its subcontractors, as authorized by the Client, to perform Employment Verification Services.

1.2.64 **"Verification Data"** means employment and income information disclosed on the Client's behalf in connection with Employment Verification Services.

1.2.65 **"Verifiers"** means commercial, private, non-profit and government entities and their agents that wish to obtain or verify any Client's employees or former employees Verification Data in connection with Employment Verification Services.

2 Provision and Use of Services

2.1 **Provision of Services**. ADP, or one of its Affiliates, will provide the Services to Client Group in accordance with the terms of this Agreement. ADP will provide the Services in a good, diligent and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed. ADP's performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client's responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for ADP to provide the Services.

2.2 **Cooperation**. ADP and Client will work together to implement the Services. Client will cooperate with ADP and execute and deliver all documents, forms, or instruments necessary for ADP to implement and render the Services. Client will provide ADP with all reasonable and necessary Client Content in the format requested by ADP, and will otherwise provide all reasonable assistance required of Client in order for ADP to successfully implement the Services.

2.3 **Use of Services**. Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client is responsible for the accuracy and completeness of the Client Content provided to ADP. The Services are designed for use in the Approved Country only and Client understands that the Services have not been designed to assist Client in complying with the laws and regulations of any country other than the Approved Country. ADP makes no representation or warranty that access and use of the Services from outside the Approved Country by Client employee managers and/or other Users who are not physically located in an Approved Country comport with any local laws, regulations, or directives in any other country. Furthermore, if Client during the implementation process or as part of the ongoing Services configures the ADP Application Programs to process additional data elements beyond those data elements that are required by ADP to perform the Services, Client will remain solely responsible for such configurations, including the processing of Personal Data pursuant to applicable law.

2.4 **Errors**. Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.

2.5 **Records**. Unless expressly included as a part of the Services, and without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from or provided to ADP in connection with the Services to the extent required by law or Client's internal policies.

2.6 **Third Party Services Available through or Integrated with the Services.** At times, ADP may make available to Client through the Services, or integrate the Services with, the services of a third party, either through a link, integration, or otherwise. ADP reserves the right to terminate such links, services or integrations at any time for any reason. If Client uses any third party services that are integrated with or linked to the Services which require the transmission, use, sharing, access or exchange of Client Content or any other payroll or other data or information provided to ADP or the third party by Client, Client is expressly agreeing to the transmission, use, sharing, access and exchange of such data between ADP and the third party. Client's use of any third party services will be governed by any terms Client agrees to with the third party and in the event of any conflict between the terms of this Agreement and any third party terms, the terms of this Agreement will apply to the provision of the Services by ADP to Client.

3 Compliance

3.1 **Applicable Laws**. Each party will comply with laws and regulations that affect its business generally, including any applicable anti-bribery, export control and data protection laws.

3.2 **Design of the Services**. ADP will design the Services, including the functions and processes applicable to ADP's performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives to ADP, including as part of the implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.

3.3 **Online Statements**. If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099, or Forms 1095-C without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099, or Forms 1095-C satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.

3.4 **Data Protection Laws.** During the Term of the Agreement (i) Personal Data transferred by Client or at Client's direction to ADP has been collected by Client in accordance with applicable privacy laws; and (ii) Client has the authority to provide such Personal Data to ADP under applicable privacy laws. ADP may not retain, sell (as defined by applicable privacy laws), use or disclose the Personal Data for any purpose other than as needed to perform the Services, as permitted by the Agreement, or as required by law.

4 Confidentiality

4.1 **General**. All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and independent contractors with a need to know the Confidential Information and will instruct those employees and independent contractors to keep such information confidential. ADP may disclose Client's Confidential Information on a need to know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and other Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified, and Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.

4.2 **Return or Destruction**. Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party following expiration or earlier termination of this Agreement, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.

5 Intellectual Property

5.1 **Client IP Rights.** Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the Term a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.

5.2 **ADP IP Rights**. Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the Term a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Application Programs solely for the Internal Business Purposes in the Approved Countries and solely up to the maximum number of Users (if any) indicated in the Sales Order. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.

5.3 **Ownership of Reports**. Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.

5.4 **Improvements.** ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to any ADP Application Programs that are included in the Services (collectively "**Improvements**") if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs. If Client fails to implement Improvements provided or made available to Client by ADP, ADP shall be relieved of any responsibility for errors or degradation in the Services and shall have no obligation to provide support for the ADP Application Programs.

5.5 **Third Party Software.** Notwithstanding Sections 5.1 through 5.4, ADP Time & Attendance Services shall be subject to the additional licensing or access terms set forth at https://www.adp.com/wfmlicenseterms.

6 Indemnities

6.1 **ADP Indemnity.** Subject to the remainder of this Section 6.1, and Sections 6.3 and 7, ADP will defend Client against any third party claims and will indemnify and hold Client harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on a claim alleging that the Services or ADP Application Programs, as provided by ADP and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party in the United States. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party's Intellectual Property Rights, ADP may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Service and return to Client any unearned fees prepaid by Client to ADP.

6.2 **Client Indemnity**. Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims and will indemnify and hold ADP harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on the occurrence of a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement.

6.3 **Indemnity Conditions.** The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the "**Indemnitee**") shall promptly notify the indemnifying party (the "**Indemnitor**") of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

7 Limit on Liability

7.1 **Ordinary Cap**. Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party's aggregate liability in any calendar year shall exceed an amount equal to six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the "**Ordinary Cap**").

7.2 **Extraordinary Cap**. As an exception to Section 7.1, if damages arise from a breach of Section 4 (Confidentiality) or Section 9.3 (Data Security), the Ordinary Cap will be increased by an additional six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the "**Extraordinary Cap**"). For the avoidance of doubt, in no case shall either party's aggregate liability in any calendar year under this Agreement exceed an amount equal to twelve (12) times the average monthly ongoing Services fees paid or payable to ADP by Client during such calendar year for all Services.

7.3 **Matters not Subject to the Cap**. The foregoing limits on liability shall not apply to the following:

7.3.1 Client's funding obligations in connection with the Payment Services;

7.3.2 Loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission;

7.3.3 In connection with the ADP Employment Tax Services, (i) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (ii) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this Section 7.3.3 shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP;

7.3.4 Either party's gross negligence, or willful, criminal or fraudulent misconduct;

7.3.5 The infringement indemnity set forth in Section 6.1 and 6.2;

7.3.6 Client's biometrics indemnity set forth in Section 14;

7.3.7 Client's obligations to pay the fees for Services; and

7.3.8 ADP's obligations to provide credit monitoring as set forth in Section 10.2.

7.4 **Mitigation of Damages.** ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Services.

7.5 **No Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from ADP's or Client's (i) gross negligence or willful, criminal or fraudulent misconduct, or (ii) breach or breaches of Section 4.1 or Section 9.3 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Section 7.5(ii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

8   Warranties and Disclaimer

8.1 **Warranties.** Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.

8.2 **DISCLAIMER**. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED "AS IS" AND ADP AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.

8.3 **ADP COMPREHENSIVE SERVICES DISCLAIMERS**. THE PARTIES ACKNOWLEDGE AND AGREE THAT:

8.3.1 THE ADP COMPREHENSIVE SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL INFORMATION, MATERIALS, FORMS, AND PARTICIPANT SERVICE CENTER ACCESS, ARE PRESENTED IN GOOD FAITH, ARE GENERAL AND EDUCATIONAL IN NATURE AND ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON BY CLIENT AS EITHER LEGAL, FINANCIAL, INSURANCE OR TAX ADVICE. FURTHERMORE, THE INFORMATION CONTAINED IN THE COMPREHENSIVE SERVICES MAY NOT BE APPLICABLE TO OR SUITABLE FOR EVERY SPECIFIC FACT SCENARIO OR CIRCUMSTANCE OR NEED AND MAY REQUIRE CONSIDERATION OF OTHER MATTERS AND LEGAL SUPPORT. CLIENT ACKNOWLEDGES THAT IT IS RESPONSIBLE FOR SEEKING ADVICE, AS IT DEEMS NECESSARY, FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING OR OTHER PROFESSIONALS IN ALL JURISDICTIONS WHERE CLIENT OPERATES AND HAS EMPLOYEES.

8.3.2 THERE MAY BE CONFLICTING CURRENT PRACTICES, POLICIES OR CONTRACTS (WRITTEN OR UNWRITTEN) THAT MUST BE ADDRESSED BY CLIENT PRIOR TO THE ADOPTION AND IMPLEMENTATION OF ANY MATERIAL(S) AND/OR CONTENT(S) UNDER THE COMPREHENSIVE SERVICES. WHERE CERTAIN MATERIAL(S) AND/OR CONTENT(S) ARE BEING ADOPTED AND IMPLEMENTED BY THE CLIENT FOR ITS EXISTING WORKFORCE, IT MAY CONSTITUTE A CHANGE IN THE EMPLOYMENT TERMS OR CONTRACTUAL RELATIONSHIP, AND MAY REQUIRE THE PROVISION OF NOTICE OR CONSIDERATION.

8.3.3 IN NO EVENT SHALL ADP BE LIABLE TO CLIENT FOR ANY CLAIM(S) RELATING IN ANY WAY TO CLIENT'S INABILITY OR FAILURE TO PERFORM LEGAL, TAX OR OTHER RESEARCH OR RELATED WORK PROPERLY OR COMPLETELY EVEN IF ASSISTED BY ADP, OR ANY DECISION MADE OR ACTION TAKEN BY CLIENT IN RELIANCE UPON THE CONTENT(S) AND/OR MATERIAL(S) PROVIDED AS PART OF THE COMPREHENSIVE SERVICES. THE CONTENT(S) AND/OR MATERIAL(S) WERE NOT NECESSARILY PREPARED BY A PERSON LICENSED TO PRACTICE LAW IN A PARTICULAR JURISDICTION.

9 Security and Controls

9.1 Service Organization Control Reports. Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("**SOC 1 Reports**") (or any successor reports thereto) that are both directly related to those Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.

9.2 Business Continuity; Disaster Recovery. ADP maintains a commercially reasonable business continuity and disaster recovery plan and will follow such plan.

9.3 Data Security. ADP has an established information security program containing appropriate administrative, technical and physical measures to protect Client data (including Personal Data) against accidental unlawful or unauthorized destruction, alteration, unauthorized disclosure or access consistent with applicable laws. In the event ADP suspects any unauthorized access to, or use of, the Services, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of the Client's data.

10 Data Security Breach

10.1 Notification. If ADP becomes aware of a Data Security Breach of Client's Personal Data, ADP will take appropriate actions to contain, investigate and mitigate the Data Security Breach. ADP shall notify Client without undue delay after becoming aware that a Data Security Breach has occurred, unless otherwise required or instructed by law enforcement or regulatory authority. ADP will share information in its possession with Client for Client to determine any regulatory reporting obligations required by applicable law.

10.2 Other ADP Obligations. In the event that Data Security Breach is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required, and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in the applicable jurisdictions.

11 Payment Terms

11.1 Fees and Fee Adjustments. Client will pay to ADP the fees and other charges for the Services at the rates set forth in the Sales Order for the Initial Term. Total fees charged, including within the Initial Term, may change commensurate with the number of Client's employees being serviced. ADP may increase prices for Services at any time after the Initial Term upon at least thirty (30) days prior written notice to Client. The fees presented in the Sales Order were calculated based upon particular assumptions relative to Client requirements (including funding requirements), specifications, volumes and quantities as reflected in the applicable Sales Order and related documentation, and if Client's actual requirements vary from what is stated, ADP may adjust the fees based on such changes. The fees do not include any customizations to any Service.

11.2 Additional Services and Charges. Any Services provided to Client but not included in a Sales Order will be provided subject to the terms of this Agreement and charged at the applicable rates as they occur; and those services will be considered to be "Services" for purposes of this Agreement. Additional charges may be assessed Client in relation to the performance of the Services in certain circumstances, including without limitation, late funding, an insufficient funds notification and emergency payment requests from Client.

11.3 Fees for Implementation Services. Implementation fees are due and payable by Client when billing begins for the Services in accordance with Section 11.4.

11.4 **Invoicing.** Client will be invoiced for fees on a monthly billing cycle. If Client is purchasing Comprehensive HR alone or with any other of the ADP Comprehensive Services, billing shall begin starting the monthly billing cycle following the initial kickoff call with Client's applicable ADP Relationship Manager (the "Kick-off Call"). If Client is purchasing Comprehensive Benefits and/or Comprehensive Payroll (without Comprehensive HR), billing shall begin upon the earlier of (a) the date the Client is first able to use the services in a live production environment or (b) ninety (90) days from the Kick-off Call. Notwithstanding the foregoing, if the Client is an existing ADP Workforce Now client migrating from Major Accounts Services to Comprehensive Services and has purchase Comprehensive Payroll Services and/or Comprehensive Benefit Services, then the Client shall be invoiced for such Comprehensive Services commencing one month from the date the Client is implemented on the Comprehensive Services platform. With the exception of the addition of any of the Comprehensive Services, in the event after the Effective Date the Client adds additional Services pursuant to an Amendment, unless otherwise specified in such Amendment or Sales Order, billing shall commence when the Client is first able to use such added Services in a live production environment. ADP will notify Client of all applicable Services fees payable by Client by way of invoice or other method (i.e. ADP's on-line reporting tool). Client will pay the amount on each invoice or such other similar document in full pursuant to the agreed upon method of payment set forth in the Sales Order. All amounts not paid when due are subject to a late payment charge of one and one-half percent (1.5%) per month (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid. If applicable, ADP shall invoice Client for any History Conversion Services fees upon the completion of the Services, unless the History Conversion Services will be provided over a time period which exceeds thirty (30) days, in which case ADP reserves the right to invoice the Client on a monthly basis for such Services rendered.

11.5 **Currency.** Client shall pay the fees in US dollars.

11.6 **Taxes.** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.

11.7 **Postage, Shipping Travel and out-of-pocket expenses**. ADP will invoice Client for postage charges, delivery charges, other third party charges, and reasonable travel and out-of-pocket expenses as necessary to provide the Services.

11.8 **Funding Requirements and Disbursement Disclosures.** With respect to Payment Services to be deducted by ACH or Pre-Authorized Debit, Client must have sufficient good funds for payment of the payroll obligations, tax filing obligations, wage garnishment deduction obligations, service fees (as applicable), expenses, and any other applicable charges, to be direct debited from Client's designated account no later than one (1) Business Day prior to the pay date for the applicable payroll (in the case of payroll processing services), or as otherwise agreed by the parties. For reverse wire clients, funds must be available (a) by 6:00 a.m. Pacific time on the Business Day immediately before the associated payroll check date (in the case of the ADP Employment Tax Services) and (b) by 6:00 a.m. Pacific time two (2) Business Days prior to the associated payroll check date for all other Payment Services. In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee (currently $10.00) for each wire transfer. Notwithstanding the foregoing, ADP reserves the right to modify the aforementioned deadlines at any time and will communicate any such modifications to Client.

11.9 **Change Control.** In the event either party requests a change in the scope of Services (including implementation services) or any rework is required by ADP as a result of a delay by Client in implementation of any Services (each a "**Change Control Item**"), the parties shall address such change request, if possible via ADP's change control process. Change Control Items and the cost associated with such changes (if any) to the Services shall be mutually agreed to by the parties and shall be defined in a statement of work agreed to by the parties, with the exceptions of Change Control Items that are required to be made by law or regulation applicable to the Services or to the duration of implementation services, which ADP will notify Client of prior to making the change.

12 Term; Termination; Suspension

12.1 **Term.** This Agreement is effective for the Initial Term and will automatically renew at the end of any Term for additional Renewal Terms unless terminated by either party upon written notice given at least ninety (90) days prior to the end of such Term.

12.2 **Termination for Cause.** Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within sixty (60) days following notice thereof or in the event either party is the subject of a Termination Event. In addition, ADP may terminate this Agreement in the event Client fails to timely pay fees for Services performed within ten (10) days following notice that such fees are past due. ADP may also terminate this Agreement or the Services immediately on written notice to Client if the provision of Service to Client causes or will cause ADP or its Affiliates to be in violation of any laws, rules or regulations applicable to it including any sanction laws applicable to ADP or any Affiliate.

12.3 **Suspension**. Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (A) immediately following notice to Client (i) that Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery agreed upon as it relates to the applicable Payment Services, or (ii) if Client breaches any rules promulgated by the NACHA (or other similar local regulator) as it relates to ADP conducting ACH (or similar electronic payment) transactions on behalf of Client, and (B) with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are terminated or suspended pursuant to Sections 12.2 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to a third party. If the Payment Services are terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for ADP Employment Tax Services, any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.3), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any Payee, which has not been paid or reimbursed by Client. If the Payment Services remains suspended for 30 days, the affected Payment Service shall be deemed terminated on the 31st day following suspension.

12.4 **Early Termination Fee.** In order for ADP to recoup certain costs associated with the Services provided under the Agreement in the event of an early termination, if Client terminates Services or the Agreement in whole or in part for convenience or ADP terminates Agreement pursuant to Section 12.2 or 12.3 above, Client will reimburse ADP for its costs (including unamortized investments and any costs incurred that have not been recovered from fees charged) associated with the termination of the Services as a percentage of the estimated aggregate ongoing fees for Services (the "**Early Termination Fee**"). The Early Termination Fee shall be equal to fifty percent (50%) of A multiplied by B where A equals the number of months remaining in the Term, as of the effective date of termination, and B equals the average monthly fee for the terminated Services. If monthly fees for Services have not been payable at the time of termination, B above shall be equal to the estimated monthly fees that would have been payable under the Agreement. In the case of a partial termination, ADP may adjust the fees for the remaining Services accordingly. Client shall also pay the Early Termination Fee in the event of any reduction in Client's volume or usage of Services by more than fifty percent (50%).

12.5 **Additional Termination Provisions**.

12.5.1 **Additional Termination Provisions for ADP Employment Tax Services**. If the ADP Employment Tax Services in the United States are terminated, Client's access to ADP websites containing Client's data will expire 90 days from the effective date of the termination, and Client will be responsible for downloading all relevant data, including Statements of Deposit (SODs) prior to the expiration of such access.

12.5.2 **Additional Termination Provisions for Employment Verification Services**. ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon 90 days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.

12.5.3 **Additional Suspension Provisions for ADP Wage Garnishment Services.** If ADP reasonably determines that it can no longer provide any or all of the ADP Wage Garnishments Services due to changes in applicable law or application of existing law, ADP may, upon notice to Client suspend the applicable portion of the ADP Wage Garnishment Services that it is no longer able to perform. Upon suspension, Client will (i) be responsible for payment of Client's wage garnishment and voluntary deduction amounts associated with that portion of the ADP Wage Garnishment Services suspended and not otherwise collected from Client by ADP including, without limitation, any judgments, court costs, legal fees, and interest accruing after the date of such termination and (ii) be responsible for its garnishment answer and filing obligations. In the event such suspension exceeds 30 days, such suspension shall become a termination.

12.5.4 **Additional Termination Provisions for ADP Time & Attendance Services.** If ADP determines that Client has failed to comply with any potentially applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the Biometric Services.

12.5.5 **Additional Termination Provisions for ADP Comprehensive Services.** ADP may terminate, by further written notice to Client, if Client fails to render reasonable cooperation needed in connection with the implementation services such that ADP is unable to complete the Implementation Services and commence Services. ADP may also suspend and/or terminate performance immediately without prior notice in the event Client, its employee(s) or any other third party uses or accesses the Services in a manner that exposes ADP to civil or criminal liability.

12.5.6 **Additional Termination Provisions for Essential ACA Services**. If ADP reasonably determines that it can no longer provide all or any portion of Essential ACA Services due to changes in applicable law or application of existing law, ADP may, in its sole discretion and upon notice to Client, immediately terminate the applicable portion of Essential ACA Services.

12.5.7 **Additional Suspension for ADP Compliance on Demand.** ADP may, in its sole discretion, immediately suspend access to ADP Compliance on Demand without prior notice to Client in the event Client posts or otherwise distributes any content online that is (i) inappropriate or otherwise objectionable, (ii) potentially violates the privacy or publicity right of a third party, or (iii) advertises any other site or business. In the event Client continues to post or distribute such content after access to ADP Compliance on Demand is restored, ADP shall have the right to terminate ADP Compliance on Demand.

12.5.8 **Additional Termination Provisions for History Conversion Services.** Either party can terminate History Conversion Services at any time for any reason by providing at least ten (10) days' advance written notification to the other party. Upon termination of the History Conversion Services by either party for any reason, all fees and expenses for the History Conversion Services incurred by Client prior to the termination date shall become immediately due and payable.

13 Post Termination

13.1 **Scope**. At any time prior to the actual termination date, Client may download Client's information or reports available to it in conjunction with all of the Services provided to Client by ADP. Upon expiration or termination of the Services, subject to Sections 13.2, Client may order from ADP any data extraction offered by ADP, at the then prevailing hourly time and materials rate. In connection with any data extraction, ADP will not be required to provide any third party with access to ADP's systems, intellectual property or any Confidential Information of ADP.

13.2 **Past Due Amounts**. If ADP has terminated this Agreement due to Client's failure to pay fees, ADP's obligations in Section 13.1 will be subject to Client's payment of all past due amounts and ADP may require Client to prepay for any services.

14 Additional Terms

14.1 **ADP Employment Tax Services.** The following additional terms and conditions apply to the ADP Employment Tax Services:

14.1.1 **Important Tax Information (IRS Disclosure) for U.S. Only.** Notwithstanding Client's engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details.

14.2 **Benefit Services.** The following additional terms and conditions apply to the Benefit Services:

14.2.1 **Carrier Connections.** ADP will, at Client's request, and for an additional charge as set forth on the Sales Order, provide Client with the following Carrier Connections services:

14.2.1.1 ADP will electronically transmit employee data, including employee benefits enrollment data, to Client's carriers or other third parties authorized by Client, and Client authorizes ADP to provide such transmission on Client's behalf. Commencement of carrier connection service is subject to Client completing the configuration setup of Client Content and the format for such transmission to the designated carriers.

14.2.1.2 ADP's ability to transmit Client Content data is subject to the provision by Client's designated carriers of a current functional interface between ADP's systems and the designated carriers' systems. ADP will not be obligated to transmit Client's data to designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in carrier connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.

14.3 **WFN EI-9 Services.** The following additional terms and conditions apply to the WFN EI-9 Services.

14.3.1 **Use of Services.** Client shall, and cause the members of the Client Group, receiving the WFN EI-9 Services to do the following:

14.3.1.1 Review the USCIS Form I-9, which is the employment eligibility verification form issued by the DHS, including instructions in the form and the guidelines in the current I-9 Handbook, each of which is available on the USCIS website, currently located at http://www.uscis.gov/i-9central. Client certifies that it has reviewed the current USCIS Form I-9 and the I-9 Handbook and that it agrees to comply with the applicable policy and procedures set forth therein, and any future new or amended policies or procedures, as required by law. Client will ensure availability of the most recent version of the USCIS Form I-9 and the I-9 Handbook to all employees authorized to complete the USCIS Form I-9 on behalf of Client and/or its Affiliates.

14.3.1.2 Client is responsible for reviewing reports available to Client on the WFN EI-9 Services and for resolving (or causing the applicable employee to take action to resolve) missing or incomplete Forms I-9. This includes communicating with the employee in question and the submission or resubmission of the missing or incomplete Form I-9.

14.3.1.3 ADP executed a Memorandum of Understanding with the DHS as the E-Verify employer agent. E-Verify is the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract. The following is required as it relates to the use of E-Verify through ADP and will apply only to the extent Client is using E-Verify through ADP

14.3.1.3.1 Notify ADP of (i) the location(s) where Client elects to enroll; and (ii) whether the employer is a federal contractor or a federal, state or local government organization.

14.3.1.3.2 Execute a Memorandum of Understanding with the DHS and ADP (as its E-Verify employer agent), and comply with the terms and conditions set forth therein.

14.3.1.3.3 Review and comply with the policy and procedures contained in the E-Verify User Manual for Employers, and any superseding policy and procedures, available to Client on the WFN EI-9 Service.

14.3.1.3.4 To the extent the Client elects to have more than one company location participate in E-Verify, ensure all authorized users in each location have complied with all requirements of this Section.

14.3.1.3.5 Ensure all of Client's authorized users (i) complete the mandated E-Verify training course and any applicable update courses administered by ADP and (ii) pass a knowledge test with the required score.

14.3.1.3.6 Immediately notify ADP of any updates/changes to its E-Verify employer status (e.g., Client becomes a federal contractor or Client ceases being a federal contractor).

14.3.2   Form I-9 Retention. During the term of the Agreement, ADP will store electronic copies of Forms I-9 in the WFN EI-9 Services for a minimum of three years from the employee's hire date or until one year after the employee ceases to be employed by Client (or the applicable Affiliate), whichever is later (or as otherwise required by changes to federal regulations that come into effect hereafter). Upon termination or expiration of the Agreement, ADP shall use commercially reasonable methods to transfer all electronically stored Forms I-9 to Client in accordance with ADP's current security policies. Upon termination of the WFN EI-9 Services, Client shall be solely responsible for storage of copies of Forms I-9.

14.4   Payment Services. The following additional terms and conditions apply to the Payment Services:

14.4.1   Client Credentialing.   Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Payment Services.

14.4.2   Additional Requirements. Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.

14.4.3   Funding Obligations. Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.

14.4.4   Investment Proceeds; Commingling of Client Funds. IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.

14.4.5   Recovery of Funds; Stop Payment Requests. Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP.   Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.

14.4.6   Payroll Updates. Client shall not perform any payroll/payroll module updates in ADP's systems unless directed by ADP; ADP shall make and maintain all necessary updates or changes based on information provided by Client to ADP. ADP shall not be responsible for (i) any changes made by Client directly into the payroll module and (ii) the impact Client's actions and inputs may have on the accuracy of Client's payroll.

14.5   ADP Wage Payment Services. The following additional terms and conditions apply to ADP Wage Payment Services:

14.5.1   ADPCheck; Direct Deposit. Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date. Prior to the first credit to the account of any employee or other individual under ADP Direct Deposit Services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.

14.6   ADP Time & Attendance Services. The following additional terms and conditions apply to the ADP Time & Attendance Services:

14.6.1   Time & Attendance Hardware.

14.6.1.1   If Client procures Time & Attendance Hardware, Client shall provide and maintain an installation environment (including all power, wiring and cabling required for installation) as specified in the manufacturer's product documentation and other written instructions provided to Client by ADP.

14.6.1.2   Regarding Time & Attendance Hardware provided on a subscription basis only, Client shall not make any alterations or attach any devices thereto that are not provided by ADP, nor shall Client remove same from the place of original installation without ADP's prior consent. All right and title in the Time & Attendance Hardware procured on a subscription basis is, and at all times shall remain, that of ADP and a separate item of personal property of ADP, notwithstanding its attachment to other items or real property, and promptly upon termination of the ADP Time & Attendance Services, for any reason whatsoever, Client shall, at its expense, return such Time & Attendance Hardware in good condition, in accordance with ADP's instructions, normal wear and tear excepted. If such Time & Attendance Hardware is not returned within 30 days of termination, Client agrees to purchase same at fair market value.

14.6.2 **Biometric Services.** Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which potentially may apply to Client's use of Biometric Services. To the extent Client elects to use Biometric Services, Client agrees to comply with all such potentially applicable laws and regulations in accordance with this section. In the event Client is unwilling to comply with laws and regulations potentially applicable to Biometric Services, Client will be able to continue to use ADP Time & Attendance Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric Services are part of the scope of Services:

14.6.2.1 **Requirements for Receipt of Biometric Services.** Before any Client or Biometric User is permitted to use any Biometric Services in a jurisdiction where laws and regulations potentially govern such use, Client will comply with the following requirements, in addition to any other requirements imposed by potentially applicable law (to the extent there is a conflict between the requirements below and the requirements of potentially applicable law, Client will comply with potentially applicable law):

14.6.2.1.1 **Client Biometric Information Policy.** Client will implement, distribute and make available to the public, a written policy establishing Client's policy with respect to the use of Biometric Data. Such policy will include:

14.6.2.1.1.1 a retention schedule and guidelines for permanently destroying Biometric Data;

14.6.2.1.1.2 a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such Biometric Data has been satisfied or within 3 years of the individual's last interaction with Client, whichever occurs first; and

14.6.2.1.1.3 any additional requirements as required by potentially applicable law.

14.6.2.1.2 **Biometric User Notice and Consent.** Client will provide notice to and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by potentially applicable law, including:

14.6.2.1.2.1 notifying Biometric Users in writing that Client, its vendors, and/or the licensor of Client's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that Client is providing such Biometric Data to its vendors and the licensor of Client's time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;

14.6.2.1.2.2 obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing Client, its vendors, and licensor of Client's time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensor of Client's time and attendance software; and

14.6.2.1.2.3 if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by Client, and/or certifying to ADP that such consents or releases have been obtained.

14.6.2.1.3 **Retention and Purging of Biometric Data.** Client will work with ADP to ensure that Biometric Data is retained and purged in accordance with potentially applicable law. To the extent necessary for the purging or deletion of such Biometric Data, Client agrees to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Client's failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.

14.6.2.1.4 **Storage of Biometric Data in Timeclocks.** Client agrees that it shall use a reasonable standard of care consistent with potentially applicable law to store, transmit and protect from disclosure any Biometric Data. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Client stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.

14.6.2.2 **Biometrics Indemnity.** Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims (including claims made by or on behalf of Biometric Users) and will indemnify and hold ADP harmless from resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on any performance or breach of Client's obligations in connection with the Biometric Services, including any failure by Client to obtain consent from Biometric Users in connection with the use of the Biometric Services.

        14.6.2.3   **Third Party Beneficiary.** Notwithstanding anything to the contrary in the Agreement, Client agrees that ADP and licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.

14.7   **Tax Registration Services.** ADP shall provide tax registration services as further described in this Section and the Services Definitions (the "**Tax Registration Services**") in accordance with and subject to the terms of this Agreement. The Tax Registration Services provided hereunder relate solely to obtaining jurisdiction account numbers requested by ADP for employment tax. There shall be no additional fees for Tax Registration Services. In receiving the Tax Registration Services hereunder, Client acknowledges the following

    14.7.1   Client understands that ADP will not perform Tax Registration Services in connection with the following events: (i) mergers and acquisitions; (ii) name, address or entity (corporate form) changes; (iii) applications to a state's Secretary of State; and (iv) closing of accounts with a state taxing agency.

    14.7.2   As a third-party service provider, ADP's services hereunder are consultative in nature. ADP is not representing Client in any dealings before any tax agencies. ADP's provision of the Registration Services should not be construed as legal, tax, or accounting advice. Client should consult its legal, tax, or accounting advisors for such advice.

    14.7.3   All submissions to the taxing jurisdiction will be (i) reviewed by Client prior to submission, when provided and (ii) signed by Client where necessary or Client will instruct ADP to affix electronically the Client signature provided by it. By signing the documents or requesting that ADP affix its electronic signature, Client is confirming that (i) it has reviewed the documents being submitted to the taxing jurisdiction and (ii) the information contained in the documents is complete and accurate.

    14.7.4   By utilizing the Tax Registration Services, Client is authorizing ADP to act on its behalf in obtaining jurisdiction employment tax account numbers including, but not limited to, affixing the electronic signature provided by Client to registration forms and other documentation, submitting forms to tax agencies and directly communicating with such agencies as necessary.

    14.7.5   Client understands that ADP's services are based solely on the information provided by Client about its business established within a particular jurisdiction and other written correspondence that is in reply to ADP's questions regarding the registration process or otherwise provided by Client. Client authorizes ADP to rely upon the information it furnishes in providing the Tax Registration Services. ADP is not responsible for Tax Registration Services provided hereunder based on any inaccurate information supplied by Client or the failure by Client to provide ADP with information relating to the registration process.

    14.7.6   Client understands that, for reasons beyond ADP's reasonable control, ADP may not be successful in securing an employment tax account number for Client in any particular jurisdiction.

    14.7.7   ADP is not responsible for any penalties or interest incurred by Client as a result of ADP's failure to timely receive Client's identification numbers.

14.8   **State Unemployment Insurance (SUI) Management Services**. The following additional terms and conditions apply to the SUI Management Services:

    14.8.1   **Provision and Transfer of Information**. Client will provide ADP with accurate, complete and timely information necessary for ADP to perform the SUI Management Services, including without limitations, the claimants' names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies. Client will transfer this information via (i) on-line connection between ADP and Client's computer system or (ii) inbound data transmissions from Client to ADP, using mutually acceptable communications protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.

    14.8.2   **Definition of Claim; Claim Cap**. For purposes of the SUI Management Services provided under this Agreement and billed to Client, a "claim" shall be defined as a claim notice generated by a state agency as a result of an individual filing for unemployment insurance benefits. In addition, Client acknowledges and agrees that (i) claim notices are typically generated for each state unemployment tax ID number under which an employee had worked and earned wages; (ii) state unemployment agencies generally issue multiple claim notices per individual as identified by a Social Security Number during the benefit eligibility period upon receiving a request for unemployment benefits; and (iii) all such claim notices require review ADP (e.g., including but not limited to, last employer claims, base period employer claims, periodic qualification claims, additional benefit claims, renewed claims and extended benefit claims). Client further acknowledges and agrees that an applicable claim cap applies to the fees for SUI Management Services and that the claim cap shall be stated on the Sales Order, and will be based on all claim notices processed by ADP as a result of an individual filing for unemployment benefits. The number of claims counted for billing purposes will be reported to Client by ADP as "Claims Processed" via on-line reports.

14.9   **ADP Wage Garnishment Services.** The following additional terms and conditions apply to the ADP Wage Garnishment Services:

    14.9.1   **Description of Services; Authorization.**

        14.9.1.1   ADP will act solely as a third party service provider of garnishment data evaluation, data processing and payment processing. ADP may from time to time provide Client reasonable instructions or best practice recommendations which Client may follow. However, the ADP Wage Garnishments Services are not a substitute for the advice of an attorney. Client agrees that ADP is not a law firm, does not provide legal advice or representation and that no attorney-client relationship exists or will be formed between ADP and Client.

14.9.1.2 Client authorizes ADP to (i) use Client's data to populate document templates and create garnishment responses and other standard form documents, (ii) file documents on Client's behalf and at its direction where permitted by the relevant court or agency, and (iii) prepare and serve written notices to third parties on Client's behalf and at its direction. ADP will perform the ADP Wage Garnishment Services in accordance with and subject to the documents and information provided to ADP by Client or agencies (including federal and state tax, credit and child support agencies, courts, levying officers and bankruptcy trustees, or by any other third parties from whom Client has directed or authorized ADP and ADP has agreed to accept such documents and information. In the event ADP has any questions relating to the application of same to a particular set of facts or if an employee of Client notifies ADP of his or her objection to ADP's evaluation or application of the same, then ADP will notify Client of such questions or objections. Client will be responsible for obtaining answers to any such questions or resolving such objections.

14.9.1.3 Client will be solely responsible for cases or claims by third parties against ADP unless the case or claim directly results from an ADP error or omission.

14.9.2 Court Filed Notifications. To the extent Client appoints ADP to perform court filed notification services (e.g., creditor garnishments), Client will review a copy of each Court Filed Notification as part of the ADP Wage Garnishment Services and hereby directs ADP to utilize such Court Filed Notifications on Client's behalf. ADP will be responsible for (i) monitoring changes in applicable rules that impact the format of each Court Filed Notification, (ii) implementing changes to the Court Filed Notification forms as deemed necessary, in ADP's reasonable discretion, to address such changes in applicable rules, and (iii) notifying Client of any such changes by providing Client with a copy of any modified Court Filed Notification form. Notwithstanding the foregoing, Client will be responsible for making its own determination as to the legal sufficiency of each standard form, as modified by ADP from time to time, and their continued use by ADP on Client's behalf in each jurisdiction. Client will be responsible for providing a consenting party (including any required notarization) to execute each Court Filed Notification created by ADP on Client's behalf. Except for ADP's obligations stated in this Section, ADP will not be liable hereunder to Client or any third party for the legal sufficiency of the format of any Court Filed Notification utilized by Client hereunder.

14.9.3 Flash Signatures. ADP may, in its discretion and in accordance with its client reference guides and set-up and approval process, offer Client Flash Signatures as an optional feature of the Wage Garnishment Services. Notwithstanding anything to the contrary in Section 3.2, ADP will not be responsible for the design or compliance of Flash Signatures and makes no representations, warranties or determinations regarding the compliance of the use of Flash Signatures on Court Filed Notifications. To the extent Client elects to use Flash Signatures on its Court Filed Notifications, Client is responsible for ensuring that such signatures are, in Client's view, consistent with Client's compliance requirements.

14.9.4 Accuracy and Timeliness of Data. Client is responsible for: (i) any errors or omissions caused by any of Client's third-party service providers, if Client does not receive ADP hosted payroll services, and (ii) the way in which Client's payroll system utilizes data provided by ADP to Client in connection with ADP's provision of the ADP Wage Garnishment.

14.9.5 Electronic Income Withholding Orders Program. To the extent Client chooses to participate in the e-IWO Program, Client authorizes ADP as its third party service provider to receive, rely upon, and process electronic income-withholding orders/notices from the Office of Child Support Enforcement that have been issued by jurisdictions participating in the e-IWO Program. Client understands that there is a 30-day startup period for orders to convert from hard-copy documents mailed to Client to the electronic method. For the jurisdictions participating in the e-IWO program, Client will continue to forward to ADP all income-withholding orders/notices or related documentation it receives. Client agrees to provide written notice to ADP at least 45 days in advance if it wishes to no longer participate in the e-IWO Program. Client also agrees that ADP may, at its sole discretion, discontinue participation in the e-IWO Program at any time.

14.10 Employment Verification Services; Employee Authorized Disclosure. The following additional terms and conditions apply to the Employment Verification Services and Employee Authorized Disclosure:

14.10.1 Employment Verification Services. Client authorizes ADP and Verification Agents through which Employment Verification Services are performed to disclose, on Client's behalf, Verification Data to Verifiers who wish to obtain or verify any of Client's employees' (or former employees') Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to FCRA, and, in the case of income information requests, who additionally certify they have a record of the employee's consent to such disclosure or who utilize a salary key. In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to continue to receive the benefit; and/or (b) collect a debt or enforce other obligations undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on the original application as authorization for the Verifier to access the employee's income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.

14.10.1.1 Data Quality. If requested by ADP, Client agrees to work with ADP during implementation to produce a test file and validate the Verification Data using validation reports made available by ADP or its Verification Agents. If Client uses ADP's hosted payroll processing services, ADP will utilize the latest Verification Data available on ADP's payroll processing system.

14.10.1.2 **Notice to Furnishers of Information: Obligations of Furnishers of Information**". Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon 90 days prior written notice to Client.

14.10.1.3 **Archival Copies**. Notwithstanding anything to the contrary in the Global Master Terms and Conditions, Client agrees that, after the termination of this Agreement, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client's employees and former employees and the provisions of Section 4 of the Global Master Terms and Conditions will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.

14.10.1.4 **Employee Authorized Disclosure.** ADP may disclose or use Personal Data of Client's employees to the extent the employee requested or consented to the disclosure or use such as but not limited to when an employee needs their identity verified when they submit an application for a bank account, cellular service, credit or a benefit.

14.11 **Essential ACA Services.** The following terms shall apply to Essential ACA Services.

14.11.1 Client must use ADP Workforce Now payroll, HR and benefits services in order to purchase and implement Essential ACA. For the avoidance of doubt, all Forms filed by ADP with the IRS on behalf of Client will be filed electronically; any Forms sent to Client for its employees by ADP shall be sent in paper form, and, if Client has ADP's iPay functionality, ADP will also make Forms accessible to Client employees electronically. It will then be Client's responsibility to distribute the Forms directly to its employees.

14.11.2 **Client ACA Liaison.** Client shall designate in writing to ADP the name of one person who shall serve as the Client ACA Liaison for Essential ACA), and such Client ACA Liaison shall have the authority to (i) provide information, instructions and direction on behalf of Client, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with Essential ACA. Client shall designate an alternate Client ACA Liaison in the event the principal Client ACA Liaison is not available.

14.11.3 **Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY CLIENT. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE CLIENT'S BENEFIT PLAN(S). ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO ESSENTIAL ACA, THE ADP APPLICATION PROGRAMS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.

14.11.4 **Important Tax Information (IRS Disclosure)**: Notwithstanding Client's engagement of ADP to provide Essential ACA , please be aware that Client remains responsible for the timely filing of all required reports and filings, and the timely payment of Client penalty obligations. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477.

14.11.5 **Additional Requirements**. Client further understands that Essential ACA may be modified as ADP may deem appropriate to assist ADP in complying with its obligations.

14.12 **ADP Marketplace and Use of ADP APIs.**

14.12.1 **Disclaimer.** ADP may provide Client with access to the ADP Marketplace. Client acknowledges that any third party application or service purchased by Client through the ADP Marketplace is provided by a third party and not ADP and ADP makes no endorsements, representations or warranties (including any representations or warranties regarding compliance with laws) regarding such application or service. Client will enter into a relationship directly with the third party provider of such application or service. Any application or service purchased through the ADP Marketplace will be governed exclusively by the terms and conditions agreed to by Client and the third party provider and not by this Agreement. ADP will not provide any advice, service or support with respect to any third party application or service purchased on the ADP Marketplace.

14.12.2 **Transmitting Information to Third Parties.** In the event that Client elects to use an API to provide any Client Content or employee or plan participant information to any third party, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. ADP shall not be responsible for any services or data provided by any such third party.

14.12.3 **Use of the ADP APIs.** Client will use the ADP APIs to access Client's information only. Client may not use any robot, spider, or other automated process to scrape, crawl, or index the ADP Marketplace and will integrate Client's application with the ADP Marketplace only through documented APIs expressly made available by ADP. Client also agrees that Client will not (a) use the ADP Marketplace or any ADP API to transmit spam or other unsolicited email; (b) take any action that may impose an unreasonable or disproportionately large load on the ADP infrastructure, as determined by ADP; or (c) use the ADP APIs or the ADP Marketplace in any way that threatens the integrity, performance or reliability of the ADP Marketplace, Services or ADP infrastructure. ADP may limit the number of requests that Client can make to the ADP API gateway to protect ADP's system or to enforce reasonable limits on Client's use of the ADP APIs. Specific throttling limits may be imposed and modified from time to time by ADP.

14.13 **ESS & MSS Technology.** The following additional terms and conditions apply to the ESS & MSS Technology.

14.13.1 Client acknowledges that Client's employees or participants may input information into the self-service portions of the ADP Application Programs. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of the information provided by Client's employees or participants to ADP using any self-service features. ADP shall be entitled to rely upon such information in the performance of the Services under this Agreement as if such information was provided to ADP by Client directly.

14.14 **ADP Compliance on Demand.** The following additional terms and conditions apply to ADP Compliance on Demand:

14.14.1 **Compliance Assistance.** Client may have access to certain human resources or compliance professionals who may, in ADP's sole discretion, provide reasonable guidance or best practice recommendations to Client which Client may choose to follow. Client assumes all responsibility and risk arising from its use and reliance upon such recommendations. ADP may require Client to include its legal counsel in communications with such professionals. The ADP Compliance on Demand Services are not a substitute for advice of an attorney. Client agrees that ADP is not a law firm, does not provide legal advice or representation, and that no attorney-client relationship between ADP and Client exists or will be formed as part of the Services. ADP may discontinue access to human resources and compliance professionals in its discretion.

14.15 **History Conversion Services.** ADP shall provide to Client certain history conversion professional services as indicated on the Sales Order (the "History Conversion Services"). As a condition to receiving the History Conversion Services, Client will be subject to the additional terms and conditions of this Agreement. The following History Conversion Services are intended for Clients that has no more than 5,000 terminated and active records.

14.15.1 **Description of Services.** The History Conversion Services shall include one or more of the Services set forth in the accompanying appendix. History Conversion Services includes virtual training (all training is done remotely via internet and/or telephone). History Conversion Services do not include the conversion or import of any documents.

14.15.2 **Client Obligations.** As a prerequisite to receiving the History Conversion Services (the "Project"), Client agrees that (a) it has sufficient resources to allocate to the Project; (b) it will provide access to prior vendor data in order to perform an extraction of data (access may include either extraction of data related to the history conversion or via PDF reports, or registers; (c) it will perform an audit of converted data and review internally, in accordance with the timeline set forth below; (d) it will consent to the direct import of the converted check history data files into ADP Workforce Now; (e) it will ensure that all employees with data to be converted be loaded into ADP Workforce Now (to include prior year terminated employees) in advance of the import of check history data; (f) it will provide ADP a single point of contact for data extraction from a prior single vendor database(if multiple points of contact are required which necessitates additional data extraction work efforts and/or separate security access rights for the external viewer, such additional work efforts would be subject to additional fees). All other historical data items will be loaded to an external history viewer ("History Viewer") as described in the History Conversion Services Appendix. In addition, with respect to Check History Conversion Services only ("Check History"), Client agrees that it will complete and validate the data mapping and shall be responsible for final review of data during mapping process. If ADP discovers errors in the data mapping following Client's final validation and submission, corrections to the Check History data may be required. In connection therewith, additional fees may be charged by ADP in order to correct such errors in addition to the fees described in the Sales Order. Data mapping must be completed within sixty (60) days of the date that the Client is first able to commence the data mapping processing ("Data Mapping Completion Date"). If Client fails to complete the data mapping by the Data Mapping Completion Date, then additional monthly storage charges shall apply.

14.15.3 **Completion of History Conversion Services.** Upon completion of the History Conversion Services, Client will immediately notify ADP if the History Conversion Services and deliverables outlined in the Sales Order have not been satisfactorily delivered. The History Conversion Services will be deemed accepted by Client if no response has been received within five (5) days of the date of completion of the History Conversion Services.

15 Miscellaneous

15.1 **Amendment.** This Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client.

15.2 **Assignment.** Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign any or all of its rights and obligations to any other Client Group member and ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

15.3 **Additional Documentation.** In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (including reporting agent authorization, client account agreement, limited powers of attorney, etc.) and Client agrees to execute and deliver such additional documents.

15.4 **Subcontracting.** Notwithstanding Section 15.2, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, third parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party courier service, and banking institutions, are not considered subcontractors of ADP.

15.5 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, in case of conflict or inconsistency between these Global Master Terms and Conditions and any such exhibit, annex, appendix or schedule, the Global Master Terms and Conditions will prevail and control. Purchase orders or statements of work submitted to ADP by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.

15.6 **No Third Party Beneficiaries.** Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).

15.7 **Force Majeure**. Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, labor disputes or disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.

15.8 **Waiver**. The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.

15.9 **Headings**. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

15.10 **Severability.** If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.

15.11 **Relationship of the Parties**. The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.

15.12 **Governing Law.** This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.

15.13 **Communications to U.S. Based Employees.** Client agrees that ADP may use Client's U.S.-based employee and/or participant name, email and mailing address to provide information about products and/or services offered by ADP directly such employees and/or participants. Client may elect for ADP to cease such communications upon 30 days' prior written notice. In addition, each communication sent by ADP will comply with applicable laws and will enable the recipient to opt-out of receiving additional similar communications from ADP.

15.14 **Jurisdiction.** Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of New York, New York. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts of New York, New York and waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.

15.15 **Counterparts.** This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.16 **Notices.** All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at the address indicated on the signature page hereof or to ADP at 5800 Windward Parkway, Alpharetta, GA 30005, Attention: ADP Comprehensive Services SVP or to any other address a party may identify in writing from time to time. A copy (which shall not constitute notice) of all such notices shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel and to Client at the address indicated on the signature page hereof.

15.17 **Survival.** Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement.

Appendix : ADP Comprehensive Services - Service Definition

Services	Service Specifics	Roles and Responsibilities
Solutions Platform		
ADP Workforce Now ("WFN")	WFN is ADP's trademarked, branded, webbased payroll, HR, Benefits and Time and Attendance technology. WFN serves as the access point for all Client administrators, employees and managers. General information about ADP WFN can be found at www.productdescription.majoraccounts.adp.com (which may be modified from time to time).	
WFN Technology Support	Access to specialists to support Client in use of WFN technology solutions.	
Implementation		
Implementation – Project Manager	The ADP Project Manager is responsible for the overall Comprehensive Services technology implementation and as such creates and maintains a project plan during implementation. The Project Manager conducts an implementation planning meeting to review the multi-faceted implementation, holds regular status meetings with the entire project team (Client, ADP, and external assigned resources) and manages deliverables accordingly.	The Project Manager provides cross product guidance for the duration of implementation and introduces the training curriculum to Client. The Project Manager directs the team of ADP implementation specialists and consultants who work on the multifaceted implementation required for Client to go live on ADP Comprehensive Services, including WFN.
Implementation -- Assignment of a dedicated ADP Relationship Manager/HR Business Partner	The ADP Relationship Manager/HR Business Partner participates in implementation and partners with the Project Manager to complete the Implementation. The ADP Relationship Manager/HR Business Partner: • Schedules onsite visit for Client's strategic analysis during or immediately after implementation kickoff meeting. • Schedules planning meeting to introduce Client's managers and employees to WFN portal and self-service functionality. • Coordinates and schedules Employee/Manager Self Service Launch Meeting and distribution of Welcome Kits. Develops Client Strategic Action Plan for additional services to help assure alignment of Services with Client strategic direction and business drivers in all related functional areas.	The ADP Relationship Manager/HR Business Partner acts as a business consultant during the implementation process and performs business analysis. Client is responsible for validating the accuracy of all converted data. Client will attend all necessary implementation meetings and provide timely feedback as requested.

Services	Service Specifics	Roles and Responsibilities
Implementation		
Set-up of Payroll, HR & Benefits, and Time and Attendance modules (as applicable)	Implementation includes all activities needed to complete set-up of the Payroll, HR & Benefits, and Time and Attendance modules (the "Module(s)") including the following: • Implementation of all outsourcing services listed in this Statement of Service. • Scheduling and planning all implementation meetings. • Coordinating the collection of implementation service questionnaires. • Setting-up the Module(s) based on Client's requirements. • Collecting all relevant human resources ("HR"), payroll and enrollment data and loading them into the Module(s). Client must provide all data (e.g., corporate information, payroll data, benefit plan information, relevant HR data, including current personal and work data and employee/dependent enrollment information) in a format required by ADP. ADP will determine Client and ADP's readiness to go live based on completion of key deliverables and success of data gathering, conversion and other implementation milestones. ADP will set-up the HR & Benefits module to incorporate Client's (i) corporate structure (e.g., divisions, locations, employee classes, and departments) and user rights; (ii) benefit plans and providers; (iii) HR data, including reports to information, performance management, leave data, job titles, salary structures, and HR reason codes; and (iv) census data, including current personal and work data and employee/dependent enrollment information for all applicable parties.	Client is responsible for (i) accurately completing and providing questionnaires to ADP's implementation team in a timely manner; (ii) providing all HR corporate group information to ADP; (iii) providing all plan requirements information, company policies and procedures to either configure WFN and/or incorporate into administrative practices; (iv) providing all payroll data; (v) providing any documents and materials needed to complete employee access set-up; (vi) providing all plan participant and enrollment data in a predefined format required by ADP; (vii) reviewing all information in the Module(s) for accuracy; and (viii) all fees related to travel. Failure to meet these requirements may impact the date upon which Client may access the Services. Client is responsible for maintaining system configuration of and data related to all HR-related information (e.g., salary structures, job codes, leave policies, manager access, etc.) post implementation. Client's implementation team will determine Client's readiness to start implementation and assign Client its implementation team members. The make-up of Client's implementation team may vary according to the number of complementary products or services purchased. Client's implementation team will coordinate with the service team and Client's designated team members to ensure all requirements are understood and will assist in the transition to service.
Interfaces - ADP Carrier Connection ®	If Client purchases Comprehensive HR and/or Comprehensive Payroll, either separately or together, but without Comprehensive Benefits, Client shall be entitled to up to three (3) standard carrier connections at set up of the Services. If Client purchases Comprehensive Benefits alone or with any other Comprehensive Service(s), Client shall be entitled to unlimited standard carrier connections at set up (initial implementation) of the Services. Client may elect additional standard carrier connections for an additional fee. Subsequent reconfiguration of existing carrier connections and additional elections requested after set up (initial implementation) of the Services are available for an additional fee. Carrier connections shall be subject to an annual maintenance fee.	Client shall promptly deliver to ADP any Client Content required by ADP to set-up standard carrier connections. Client will work with its carriers to ensure ADP is permitted to transmit data and access Client's data in the carrier's system. No third party agreements with Client's carriers should be required. With respect to Carrier Connections, any changes in Client's benefit providers that require the establishment of a new carrier connection or the modification of an existing carrier connection shall be considered a new carrier connection and shall be completed by ADP at ADP's then current rates.

Services	Service Specifics	Roles and Responsibilities
Implementation		
Interfaces - Payroll Interfaces, Custom Interfaces	Client may require payroll or other custom interfaces in order to electronically transmit data, including but not limited to employee payroll data, certain HR and other demographic employee data, etc., to designated third parties authorized by Client. The development of such Interfaces shall be at ADP's then current fees for such services and fees shall be depend on the amount of customization required by ADP to create such interfaces. ADP shall provide Client with an estimate of the cost of the interface prior to its development. An annual maintenance fee shall apply to all interfaces, including Payroll Interfaces and Custom Interfaces.	ADP's construction of interfaces are subject to configuration by Client of the applicable Client Content and the formatting of such transmission to designated third parties. ADP's ability to transmit Client Content is dependent on the agreement by the designated third parties and ADP will not be obligated to transmit data unless the designated third parties have agreed to accept data via the interface.
ADP Personnel – Roles and Responsibilities		
ADP Relationship Manager/HR Business Partner	Each Client is assigned one (1) ADP Relationship Manager/HR Business Partner, no matter which Services Client has purchased. The ADP Relationship Manager/HR Business Partner actively communicates with Client and acts as the primary contact between ADP and Client to ensure the delivery of services and resolution of issues.	The Relationship Manager/HR Business Partner strengthens the connection with clients through proactive service and consultation. The Relationship Manager/HR Business Partner aligns with executives and key stakeholders in the Client's organization to understand business goals and objectives. They consult with the client to align the right services and help create efficiencies through ADP technology solutions. The Relationship Manager/HR Business Partner conducts executive meetings to share updates on key initiatives and maintain alignment to changes in the Client's business. Additionally, the Relationship Manager/HR Business Partner proactively identifies HR needs and coordinates the delivery of HR services. This includes consultation and best practices to help Client maintain compliance with applicable federal, state and local employment laws. The Relationship Manager/HR Business Partner coordinates HR services, such as Employee Training, HR Policies and Procedures, Job Descriptions and guidance for resolving employee relations issues.

Services	Service Specifics	Roles and Responsibilities
ADP Service Centers		
ADP Service Center (for Client administrators)	Access to a toll free number with Client identification and issue routing via telephony.	ADP provides access to an assigned specialist team that will be Client's primary support resource. ADP will provide standard service center hours 8:00 am to 5:30 pm, Client local time (Clients in Hawaii will have service center access 8:00 am to 5:30 pm PST), Monday through Friday, except for scheduled downtime for training, meetings and ADPrecognized company holidays. Such scheduled downtime shall not exceed two percent (2%) of available hours each calendar quarter.
My Life Advisor	Access to a toll free number for use by employees and managers for: • General self-service and payroll inquiries • General HR inquiries where Client policy is explicit when WFN Comprehensive HR is elected • Benefit call support when WFN Comprehensive Benefits is elected As authorized by Client, respond to Client's employees inquiries, when ADP has all pertinent information related to: • Employee personal information • Employee pay information and issues • Vacation, holiday, and leave of absence information • Hours of work and overtime information • Benefit Participant Information when WFN Comprehensive Benefits is elected Further, the My Life Advisors can provide bi-lingual support for both English and Spanish speaking employees. Other languages are available via a partnership with AT&T's language line for an additional fee charged back to Client on a pay per usage basis.	As a prerequisite to use of My Life Advisors, Client is responsible to support and promote employee self-service and manager self-service. ADP will conduct one (1) onsite employee selfservice/manager self-service launch meeting. On request, ADP will support multiple virtual self-service launch meetings. ADP will answer employee and manager questions that have an apparent relationship to data entry visible through the WFN applications. ADP will provide standard service center hours 8:00 am to 11:30 pm EST, Monday through Friday, except for scheduled downtime for training, meetings and ADPrecognized company holidays. Such scheduled downtime shall not exceed two percent (2%) of available time each calendar quarter.

Services	Service Specifics	Roles and Responsibilities
Payroll and Tax Administration		
Payroll and Tax	ADP payroll processing with tax service to authorized jurisdictions (also included: CheckView, Payroll Preview, Total Tax PlusSM, Full Service Direct Deposit or TotalPay ® banking options, Labor Distribution, iPayStatements, iReports). Additional fees will apply for ADP delivery via courier. **Year-end Forms W-2 will be provided and Clients will be billed separately. Additional fees will apply for direct mailing of year-end Forms W-2.**	ADP processes payroll and files and deposits appropriate federal, state and local taxes. **Client must review and approve final payments.**
Time and Attendance Feed to Payroll	Import employee Time and Attendance records provided that such records are in an ADP-acceptable format (if not utilizing ADP's Time and Attendance Module).	ADP provides Client with required file formats to utilize this feed. Client is responsible for adaptation of its file feed to a format that is compatible with ADP's feed.
Checks and Direct Deposit	ADP offers Clients two (2) banking features: Full Service Direct Deposit (payroll wages electronically deposited into employees' bank account(s)) or TotalPay (ADPCheck plus Full Service Direct Deposit).	Client must choose one of the banking features (unless Client is purchasing Comprehensive Payroll which requires TotalPay).
Wage Garnishment Processing Services (WGPS)	ADP provides tools to calculate garnishments based on court orders and client interpretation and also generates reports documenting garnishment activity.	Client provides employee liens and withholding information to ADP. ADP processes employee deductions for liens, wage garnishments and court ordered support and disburses payments to third parties as appropriate. The following shall only apply if Client is not purchasing Comprehensive Payroll Services: Client is responsible for lien interpretation. Client is responsible for all compliance with agency notification requirements; replies to garnishment notices received; notices of employee terminations and all other required written responses. Client must provide minimum of two (2) weeks' notice prior to processing of any special pays to accommodate any garnishment requirements.
HR, Payroll and Benefits Reporting	Comprehensive standard and analytical reports cover HR, payroll, and benefits data.	ADP provides access to certain standard payroll reports. Client has access to ADP reporting tools to generate a limited number of custom reports.
GL Interface	ADP will generate a file every payroll that contains labor expense information that can be entered into popular general accounting programs. Custom programming not included.	
Paid Time Off (PTO)	Access to systems to track employees' paid time off.	Client is responsible for leave administration unless Total Absence Management is purchased as an optional service.
Non-Paid Persons	Access to HR & Benefits module to track Client headcount not included in the payroll system. Such persons may include international employees (located outside the U.S.), independent contractors paid outside the payroll system, persons on leave, and retirees.	

Services	Service Specifics	Roles and Responsibilities
State Unemployment Insurance (SUI) Administration		
Administer SUI Claims (where authorized by state law)	Provide pre-separation unemployment insurance (UI) counseling to Client. UI claims administration. Audit SUI tax rate components. Audit UI benefits charges. Voluntary contribution review. Provide a quarterly summary report of claims activity. **Client hearing and appeals not included in base services.**	ADP assists Client with unemployment claims administration and unemployment tax filings to help Client manage claims and State unemployment costs.
Training and Development		
Employee/Manager Self-Service Launch Training	Training for both Client employees and managers on the self-service tools and application (includes one on-site Employee Self-Service Kickoff and, upon request, virtual Employee Self-Service Kickoff meetings).	Client shall require its employees and managers to attend self-service tools and application training.
Core Product Training	Product training on all the core products for administrator users (not employees or managers).	Client shall require administrator users to attend core product training.
Compliance Support		
Compliance Newsletters *Note: The offering does not include legal advice or guidance.*	Access to periodic subject matter Compliance Newsletters.	
Alerts *Note: The offering does not include legal advice or guidance.*	Access to periodic subject matter Alerts and e-mails.	
Online Compliance Resources	Access to law summaries, best practices, sample forms and sample policies.	

Comprehensive Payroll Services Definitions

The following supplements the Comprehensive Services Definitions and applies to the extent that Client purchases Comprehensive Payroll Services.

Services	Service Specifics	Roles and Responsibilities	
		ADP	**Client**
Implementation of Comprehensive Payroll			
Standard Operating Procedures	ADP obtains detailed information required to configure and deliver the Payroll Services. During implementation, ADP works with the Client to conduct an analysis in order to ensure that ADP has up-to-date and accurate information on Client's programs and policies that will be administered by ADP. ADP's Transformation Services, will assist the Client and Client managers with change management	ADP uses analysis documents and meetings with Client to capture all of Client's pay practices and creates Standard Operating Procedures ("SOP"). ADP provides Client with best practices and guidance while developing the combined SOP documents which include ADP's standard procedures.	Client provides ADP with its payroll practices and procedures and assists ADP with completing the SOP, which will be used to perform the Payroll Services. To the extent that Client does not purchased ADP's WFN HR, Time and Attendance and/or Benefits Modules, the SOPs shall outline additional Client responsibilities that may arise as a result of Client's use of such non-ADP systems (e.g. downstream impact to potential government agency reporting requirements, such as ACA reporting). Prior to commencement of the Payroll Services, Client must acknowledge the SOP.
Implementation Schedule	Implementation of Payroll Services will proceed in accordance with an implementation schedule agreed upon between ADP and Client.		Client agrees to use commercially reasonable efforts to implement Payroll Services within fourteen (14) weeks of the commencement of implementation of Payroll Services.

Workforce Now Comprehensive Payroll Support Team			
Payroll Specialists	ADP Payroll Specialists coordinate the administration of Payroll Services on an ongoing basis, including payroll processing and administration activities, establishing and maintaining processing schedules, coordinating any non-standard processing events, and managing critical payroll events during the year (e.g., year-end processing)		Client shall adhere to the Comprehensive Payroll timeline as documented in the Client SOP.

Services	Service Specifics	Roles and Responsibilities	
		ADP	**Client**
Payroll Services			
Time and Attendance Managed Services	Time and Attendance module (Comprehensive Payroll Services includes ADP Essential Time. ADP Enhanced Time is available for an additional charge).	ADP provides access to and set-up of the Time and Attendance module ("TA module"), an ADP web-hosted time and attendance system that uses the Internet to automate employee time and attendance record keeping, including best practice recommendations about integration of the Time and Attendance Module.	Provide to ADP Client business rules and policies for time capture, changes in organizational structure, etc. required to set-up and maintain TA module.
	Time collection and Reporting	Identify and escalate any error exception(s) to designated client contact. Identify error exceptions per agreed upon guidelines/ thresholds and escalate to Client. Reconcile escalations per Client guidance but ADP will not make adjustments to Client data within the TA module. Create time data batch and submit to payroll.	Collect employee time according to Client business rules and policies within the appropriate payroll schedule. Client assigns employees to work schedules within TA module. Review and approve employee time data; notify employees and reconcile error exceptions and discrepancies in accordance with Client business rules and policies. Designated client contact must assign a secondary contact if unavailable for scheduled call/ contact Respond to escalations as needed for approval per agreed upon schedule. Client is responsible for all time entries, adjustments and approvals.
Payroll Administration	The complete details of the Comprehensive Payroll Timeline will be documented in the Client Standard Operating Procedures. All HR-related changes must be submitted 5 business days prior to Client's check date and all time and attendance records must be approved 4 business days prior to the Client's check date, at the deadline designated by ADP.	ADP provides services and resources to the Client related to the administration of payroll. Provides problem management resolution for payroll problems/ issues (includes case management, escalation and reporting) from both Client and Client employees and managers. ADP communicates errors and corrective actions including reporting on open items.	Client supports ongoing processes, conducts strategic planning, develops Client business rules and policies and notifies ADP of any Client procedural or organizational changes affecting the Payroll Services. Client assists in resolving issues escalated by ADP in accordance with the Comprehensive Payroll timeline documented in the Client acknowledged SOP.
	Cost allocations	ADP maintains costing definitions to permit cost allocations from payroll data. ADP maintains all tables supporting the payroll function.	Client defines labor costing and distribution codes and rules and provides to ADP.
	Payroll Calendar/Schedule and Maintenance	ADP will apply and configure payroll calendars and cycles	Client defines timekeeping schedules, payroll calendars

Services	Service Specifics	Roles and Responsibilities	
		ADP	**Client**
Payroll Services			
		based on information provided by Client. ADP will update schedule as requested by client per established update process.	and cycles in accordance with parameters provided by ADP. Client will inform ADP of all changes to schedules, calendars, or cycles that impact payroll in a timely manner and in accordance with the Comprehensive Payroll timeline documented in the Client acknowledged SOP.
	Employer Updates	ADP will process updates impacting payroll per Client direction and approved process provided that any such changes are effective at the beginning of the pay period. Any mid-cycle process updates impacting payroll shall be considered a change control and additional fees shall apply.	Client will provide information and updates for: • Earning types • Deduction types • Mass changes • Rate changes • Organizational changes • Accumulators and work rules; and • Other updates as required.
	Event Processing	Based on information provided by Client, ADP processes changes related to Clients' employees.	Client enters data in ADP Workforce Now or a designated ADP format (pre-audited and import ready) in a timely manner for the following Client employee changes: • Terminations • Leaves of absence • Transfers and promotions • Status changes • Hire/rehire • Client organizational changes; and • Other updates as required.
	Employee Record Setup and Maintenance	ADP will: • Collect and process employee pay file changes	Client will: • Enter and approve employee changes • Provide special payment information (e.g., one-time or infrequent payments such

Services	Service Specifics	Roles and Responsibilities	
		ADP	**Client**
Payroll Services			
		• Manage and maintain payroll database and payroll records • Enter and process mass changes upon request • Import files from Client that are in pre-audited, approved-ADP format ADP will set up the tax validation tables based on Client's direction Provide guidance and best practices	as bonuses or sales commissions, etc.) • Provide ADP with pre-audited, import files in an ADP approved format. • Provide ADP with requested mass changes. Client will provide all applicable employee level tax coding
	Paid Time Off (PTO)	Provide modules to track employees' paid time off based on Client's PTO policy.	Provide PTO policy information and exceptions. Provide updates and changes in PTO policy to ADP. Client is responsible for reconciling employee PTO balances and tracking, including balance issues.
Payroll Processing	Payroll Module	Provide payroll processing module for calculation of gross to net processing through ADP's proprietary software	Client agreement to not make changes within the payroll module
	Gross to Net	Provide and maintain module to calculate gross to net pay, including deductions.	Client will provide applicable information to set up earnings and deductions for the calculation.
	Pay Processing and Off-Cycle Processing • Manual Checks • Retro Adjustments • Bonus/Supplemental Pay If an additional payroll processing is required, such processing shall be subject to additional cost.	ADP will process Client's payroll data as follows: • Input into and verify pay data in payroll module • Calculate retroactive pay adjustments for exempt employees, being paid a fixed salary, within sixty (60) days of the current pay period begin date • Calculating retroactive pay adjustments for all employees beyond the sixty (60) day threshold will be done by work order only – additional fees will apply • Process prorated payments per data provided by Client	Client will: • Notify ADP of upcoming off-cycle processing changes and coordinate processing, including submission of data in required format sixty (60) day window or in mid-payroll cycle • Calculate and provide data to ADP for all employees for all • Calculate and provide data to ADP for retroactive adjustments required for all exempt employees being paid a fixed salary outside the • Calculate and provide data to ADP for retroactive pay adjustments required for all nonexempt employees, paid hourly or by fixed salary

Services	Service Specifics	Roles and Responsibilities	
		ADP	**Client**
Payroll Services			
		• Process off-cycle payrolls as requested by Client or as deemed necessary by ADP • Provide Client access to offcycle payroll data via online reporting tools • Update payroll balances and accumulators, as needed per request from Client • Process required earnings or deduction adjustments to reflect accurate system or control information within the module (primarily system tables or processing tables) • Provide summary reporting on deductions and payments • Submit and reconcile statutory deductions • Create benefit deductions per data provided by Client If ADP performs an off-cycle payroll, payroll amendment or issues manual checks at Client's request, additional fees may apply.	overtime retroactive pay calculations • Provide ADP with data for prorated payments • Provide ADP with data needed to calculate mid-cycle or retroactive adjustments for benefit deductions If a manual check is required, the Client Payroll Contact must submit the Manual Check Request to the ADP Payroll Specialist. The ADP Payroll Specialist will calculate the check, provide the Client Payroll Contact with the net pay and update the ADP Workforce Now ® Payroll module with the next payroll. The Client Payroll Contact is responsible to issue a manual check in house from its own check stock or print such manual check within ADP Workforce Now.
Payment Services	Checks and Direct Deposit	Provide TotalPay, which includes Full Service Direct Deposit (payroll wages electronically deposited into employees' bank account(s)) and ADPCheck. Prepare pay deposits or checks for employees.	Client ensures that sufficient funds are available in Client's designated account for direct debit to ADP's designated account, or transferred by means of wire transfer to ADP's designated account, as applicable, within specified deadlines to satisfy all of Client's payroll obligations and off-cycle processing. • Client ensures that employees may not cash checks prior to check dates. Noncompliance with this request will result in additional fees to Client
	Stop Payments/Voids	ADP will process stop payments and voids as directed by Client.	Client will notify ADP of need for stop payments and voids and provide data to identify specific payment(s) impacted.

Services	Service Specifics	Roles and Responsibilities	
		ADP	**Client**
Payroll Services			
	Reversals	Process reversals as directed by client within the current pay period or as funds are available.	Notify ADP of need for reversals and provide data to identify specific payment(s) impacted. Client is responsible for collection of overpaid funds.
	Payments to Third Party Vendors		Client is responsible for payments to third party vendors.
	Reconciliation	For funds paid using TotalPay and/or ADPCheck, ADP will reconcile all payments issued.	Client will be responsible for reconciliation of payments issued outside of TotalPay and ADPCheck
Payroll Tax Filing	Payroll Taxes	File and deposit federal and state payroll taxes on Client's behalf in jurisdictions where ADP is authorized. Forms W-2 are provided at an additional fee.	Review and approve final payments for payroll tax services. File and deposit payroll taxes for jurisdictions where ADP is not authorized
Payroll Compliance	Quick Reference Guides Note: The offering does not include legal advice or guidance.	ADP reviews payroll trends and evaluates and communicates payroll best practices and guidance through various forms of communication, such as Payroll Alerts	Client remains responsible for its compliance with all applicable laws. Client remains responsible for action required in communications issued to Client in the various forms of communications, such as Payroll Alerts. The Comprehensive Payroll Services are not designed to take into account payroll laws in local jurisdictions.
HR, Payroll and Benefits Reporting Tool	ADP Reporting provides comprehensive standard and analytical reports covering HR, payroll, and benefits data.	Provide tools for reporting and support. If Client requires additional assistance in developing reports, ADP will assist in Client's efforts to create reports but will not be responsible for Client's report writing requirements.	Utilize reports and reporting tools as needed to support business needs.
Payroll Interfaces	General Ledger ("GL") Interface	Maintains system to create expense information file. Provides access and system to create file that contains expense information that can be entered into the more popular general accounting programs. Communicates any payroll related changes that may impact field mapping.	Generates file and imports to financial system as needed. Maintains mapping of payroll fields to financial system fields. Communicates any mapping updates that impact payroll processing to ADP.
	Payroll Outbound Interfaces	Create/Run interface file per the payroll schedule and	Provide initial file/setup requirements and formats for each interface.

Services	Service Specifics	Roles and Responsibilities	
		ADP	**Client**
Payroll Services			
		agreed upon format *(custom programming fees may apply)*. Provide file to designated Client contact.	Provide updates to ADP for any changes to file/setup requirements. Maintain and resolve data accuracy for transferred files.
International and Expatriate Employees	The rules around wage and tax withholding and reporting for Expatriates (U.S. employees working outside the U.S.) and Foreign Nationals (employees from foreign countries working in the U.S.) are complex and require a high level of coordination from Client's payroll, benefit and human resources contacts. ADP will have no responsibility or liability with respect to any payroll calculations, including tax withholding, for Expatriates or Foreign Nationals		Client must have a detailed written policy for compensation of these types of employees and should work with a legal and tax professional due to the complexity of the compensation and taxation at the federal and state level.

Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Payroll Services			
	Expatriates (U.S. employees working outside of the U.S.)	ADP will process payroll for Client to expatriates via such person's U.S. bank account based exclusively on payroll information, including all earnings types, deductions and tax withholdings, provided to ADP by Client. ADP will reasonably assist Client in producing reports requested by Client.	Client must calculate all compensation, including all earnings types, deductions and tax withholdings on global assignments. These calculations include, but are not limited to: cost of living adjustments, hypothetical tax calculations, housing costs, living allowances, state tax issues, tax equalization, tax protection, etc. Client must provide all necessary information for these employees (including earnings, tax withholding, deductions, etc.).
	Foreign Nationals (Foreign employees working in the U.S.)	ADP will process payroll for Client to foreign nationals via such person's U.S. bank account based exclusively on payroll information, including all earnings types, deductions and tax withholdings, provided to ADP by Client.	Client must verify eligibility to work in the U.S. Client must verify VISA and pay requirements under VISA regulations. Client must provide tax withholding guidance for income and Social Security withholdings which may be different for each employee and each type of VISA and country of origin. Client must accurately perform the aforementioned withholdings calculations (typically performed by a third party) to provide ADP with the appropriate direction. Client will monitor hours worked and all events that require tax and other compensation changes and will notify ADP of such changes when required.
Payroll Processing – Puerto Rico	Puerto Rico employees and payroll processing must be maintained in a separate company code.	Based on information provided by Client, ADP will enter and verify pay data changes in the payroll system; process prorated payments; process on-cycle payments; process off-cycle payroll upon request and perform routine payroll validations and audits. ADP does not offer compliance support or guidance for Puerto Rican law therefore Client must provide ongoing configuration guidance and instructions. ADP recommends that Client review Puerto Rico requirements to ensure pay frequency compliance	Calculate and supply compensation amounts on such events as holiday bonus pay, etc. (on an individual employee basis). These amounts must be supplied to ADP in an appropriate format provided by ADP in accordance with the timeline determined solely by ADP. Client must submit all requests including Form 499R-4.1 in the English language. Client is responsible for compliance with all Puerto Rico requirements. ADP does not provide compliance guidance for Puerto Rico. Client assumes full responsibility for supplying ADP with complete and timely amounts for the Puerto Rico Annual (Christmas) bonus based on the

Proprietary And Confidential To ADP, INC.   ADP Comprehens~~es~~   Page 42

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Services	Service Specifics	Roles and Responsibilities	
		ADP	**Client**
Payroll Services			
			Comprehensive Payroll processing timeline. This includes the Client's responsibility of calculating the individual bonus amounts and submitting those amounts to ADP in a designated ADP format. Client shall be responsible for all compliance and regulatory support and best practice guidance for Puerto Rico. Accordingly, the Client shall be required to work with their tax and legal professionals
Payroll Tax Filing- Puerto Rico		File and deposit payroll taxes on Client's behalf where ADP is authorized. Forms W-2 /499R-2 are provided at an additional fee. ADP is responsible for supporting the following tax types: • Income Tax • Unemployment Insurance • Disability Insurance • Private Disability Insurance	Client is responsible for supporting certain tax types including but not limited to the following: • Temporary Disability Insurance (Paid to Private Plan) • Chauffeurs Social Security Program • Workers' Compensation • Private Disability Insurance Client remains responsible for its compliance with all applicable laws.
Form 1065 (Schedule K-1) Partner's Share of Income, Deductions, Credits, etc.	K-1 payees must be maintained on a separate company code and only for the purpose of producing checks/direct deposit transactions.	ADP will produce checks/direct deposit transactions for K-1 payees. ADP does not provide services for tax filing, compliance or the printing of annual documents.	Client will be responsible for Schedule K-1 reporting.

Services	Service Specifics	Roles and Responsibilities	
		ADP	**Client**
Payroll Services			
Form 8922 – Third Party Sick Pay Recap	Special rules apply to the reporting of sick pay payments to employees. How these payments are reported depends on whether the payments are made by the employer or a third party, such as an insurance company.	ADP will establish a separate company code if the Client requires the Form 8922. Pay data will be processed to capture the information required on the form. The Form 8922 will be printed at the end of the tax year and sent to the Client for filing with the IRS.	Client must consult with third party plan administrator to determine if plan administrator or ADP will be issuing the employee Forms W-2 and who will be required to file Form 8922. ADP can provide tax filing services for Form 8922 upon Client's request for an additional fee.
Form 1099-MISC Workers	ADP shall process the payments for the Client's nonemployee workers and annually prepare Forms 1099-MISC for the Client's nonemployee workers ("1099 Workers") as requested by Client for an additional fee. The 1099 Workers must all be listed under a separate control (company code).	ADP will not provide any Wage Garnishment Processing Services (WGPS) or Full Service Garnishment Services for the 1099 Workers.	Client will be responsible for, among other things: (i) compliance with orders to withhold and remittance of amounts demanded for any type of garnishment; (ii) all lien interpretation; (iii) responses to initial orders; and (iv) preparation and transmittal of all employee termination and leave of absence notifications to the appropriate agencies.
Employees located in the US Territories and Caribbean, including Guam, and US Virgin Islands	Outside the scope of services under the Comprehensive Payroll offering.		Client must manage all related processing on their own in a separate company code. ADP does not provide any payroll compliance support.
Tax Registration Services			
Relevant and Required Information		ADP shall obtain relevant and required information to complete online or paper registration applications.	Client must provide to ADP all information requested by ADP with respect to the Tax Registration Services.
Submission of Applications	Upon Client's request, ADP shall initiate the registration process for each jurisdiction identified by Client and arrange for the submission of the application(s) to the appropriate tax agency on the Client's behalf.	ADP will not perform Tax Registration Services in connection with the following events: (i) mergers and acquisitions; (ii) name, address or entity (corporate form) changes; (iii) applications to a state's Secretary of State; and (iv) closing of accounts with a state taxing agency.	Client may need to provide a signed Power of Attorney (POA) or Reporting Agency Authorization (RAA) when needed by ADP for it to obtain account number and status information from an employment tax jurisdiction.
Communications	ADP shall communicate with the tax agency representatives on the status of the application and notify Client in writing of the new account numbers (to the extent this information is communicated to ADP by the tax agency), other account status information, or problems encountered during the process.	ADP is not responsible for P&I based on timeliness of receipt of the client's ID number.	Client must promptly provide ADP with any communications received from the tax agency which are directly or indirectly applicable to the registration process or that may otherwise impact Client's request for an account number.

Garnishment Services		Responsibility			
Area	**Task / Activity**	**ADP**	**Client**	**Third Party**	**Notes**
Garnishment Services Implementation	Provide wage garnishment data in single electronic file in ADP standard format; resubmit data if original data is returned by ADP		✓		
	Complete data conversion test and return any data errors to Client for analysis and resubmission	✓			
	Validate results of data conversion test		✓		
ADP Wage Garnishment Administration	Send garnishment orders, wage attachments, and garnishment-related documents (e.g., orders of release, balance statements, and employee bankruptcy filings) to ADP; provide corrections/ validations for proper processing of withholding orders and information needed for garnishment, termination, leave of absence, and "unable to withhold" notifications.		✓	✓	NOTES: • ADP assumes garnishments provided to ADP are valid • Garnishment orders may be provided by Client or Client-authorized third party(ies) Garnishment-related documents received from third parties will be processed by ADP as defined below
	Process new and/or existing garnishment orders and wage attachments received; electronically store garnishment orders; enter garnishment order information into garnishment processing file and transmit to payroll system	✓			
Employee Communications	Notify Client employee of garnishment order and/or wage attachment requirements	✓			
Non Court-Filed Communications	Complete and send notifications directly to applicable third party(ies)	✓			
Court-Filed Communications	Generate court-filed notifications (CFNs) using Client payroll data and Client-approved templates; apply ("flash") Client signatures and notary stamps and signatures to CFNs generated by ADP as designated and authorized by Client; submit completed CFNs to applicable courts and agencies	✓			NOTES: • In order to utilize flash signature functionality, Client must approve CFN templates and authorize ADP to flash as part of implementation process or otherwise prior to ADP implementing such functionality • CFNs include the following types of correspondence for Writs of Garnishment, wage assignments, bankruptcy, Georgia state tax levies and other documentation required to be filed with a court:

Garnishment Services		Responsibility			
Area	Task / Activity	ADP	Client	Third Party	Notes
					− Interrogatory (basic form type that do not require any legal interpretation) − Answer of continuing lien − Employee copy of continuing lien − Notice of unable to withhold − Notice of employee termination − Notice of employee not on fileFinal answer
	For jurisdictions/lien types that Client has not approved for flash signature and/or notarization, send CFN worksheets pre-populated with Client payroll data to Client via PDF image files, and for states that require payment accompany notifications, send to Client via U.S. mail	✓			
	Review/modify, sign, and notarize (where required) CFN worksheets sent by ADP to Client via PDF image file or U.S. mail, and submit completed CFNs to applicable courts and agencies; retain ownership of completion of any CFNs not signed, notarized (where required), or sent		✓		
Garnishment Disbursement and Funding	Process garnishment payments every payroll, or according to a defined frequency (e.g., end of each month) in accordance with requirements of garnishment order	✓			
	Fund garnishment payments; process garnishment payments associated with bonus/ one-time withholding orders and deductions		✓		

Appendix : History Conversion Services

Description of Available History Conversion Services

CONVERSION SERVICE	DESCRIPTION
Check History	*Includes:*Net/Gross Salary, Taxes, Deductions, Hours, Hours & Earnings Codes. History data files will be created and imported into ADP Workforce Now for Client practitioner level access only (not individual employee access).
Pay Rate History	*Includes:*Position ID, Change Effective On, Compensation change Reason, Rate Type, Rate 1 Amount, Standard Hours, Pay Frequency Code, Rate 2 Amount, Rate Currency, Annual Salary. History data will be loaded to an external viewer provided by ResNav Solutions (see below).
Position History	*Includes:* Job Title, Department, Business Unit, Location, Assigned Shift, Full time Employee, Pay Grade, Job Class, Salary Structure, Allocation, Union, FLSA, Workers Compensation, Scheduled Hours, Hours period, EEO Job Class, Cost Number, Management Position, Reports to Position ID. History data will be loaded to an external viewer provided by ResNav Solutions (see below). Automated Export Services are available (see below).
Benefits History (Employee Benefit Selection)	*Includes:* Employee level Benefit selectiown data included: Plan Type and Name, Coverage Level, Enrollment Effective and End Dates, Employee and Employer Costs per period. Does not include company level detail for Benefit plans. History data will be loaded to an external viewer provided by ResNav Solutions (see below). Automated Export Services are available (see below).
Benefits / Dependent History	**Includes:** Employee Level Dependents, Including: Dependent Tax ID, Relationship, Name, Address, Gender, Birth Date, Type, Status, Enrollment Start and End Dates, Plan Name and type, Plan Provider Name, Coverage level, Benefit Status. History data will be loaded to an external viewer provided by ResNav Solutions (see below). Automated Export Services are available (see below).
Time & Attendance History	*Includes:* Employee Time Zone, Pay Rule, Punch Date, Punch In/Out Times & Codes, Totaled Amount, Cumulative Total, Reason/Details. History data will be loaded to an external viewer provided by ResNav Solutions (see below). Automated Export Services are available (see below).
Employee Status History	*Includes:*Changes to Employee Status, including Termination Date and Reason, Rehire Eligibility and Date, LOA Start and Return Dates with Reasons

Loading History Data Using ResNav Solutions. History data will be loaded to an external history viewer provided by ResNav Solutions, a standalone system, which allows Client to retain history from its legacy systems. History Viewer URL access will be   provided to Client practitioner for login with password. Access to History Viewer will be at the practitioner level only (not individual employee access).

Automated Export Services. The Automated Export Services associated with History Viewer, applies to the custom report that loads data from the ADP Application Platform to the History Viewer on a one-time daily basis. The data loaded from the ADP Application Platform to the History Viewer is specific to pay rate, status and position data only. This enables joint reporting from History Viewer for both current and historical employee data. ResNav Solutions shall setup the custom report under a specific practitioner during the history conversion process and the ADP integration team shall initiate the automation of the report.

Sales Order

Item #2.

Recurring Fees and Considerations

Number of Employees: 249 on City of Forest Park

Monthly Processing

	Count	Min	Base	Rate	Monthly	Annual
ADP Comprehensive Services Bundle	249	$2,537.50	-	See Below	$11,519.25	$138,231.00
▪ Comprehensive Payroll						
Non-Paid Employees	1	-	-	$7.25	$7.25	$87.00
Monthly Administrative Fee	1	-	$275.00	-	$275.00	$3,300.00
Workforce Manager Time and Attendance						
Hourly Employees	239	-	-	$8.25	$1,971.75	$23,661.00
Salaried Employees	10	-	-	$5.15	$51.50	$618.00
Accruals	249	-	-	$0.75	$186.75	$2,241.00
Analytics	249	-	-	$1.25	$311.25	$3,735.00
InTouch DX Bar Code Clock Subscription	6	-	-	$210.00	$1,260.00	$15,120.00
InTouch DX QuickPunch Plus Option Subscription	6	-	-	$20.00	$120.00	$1,440.00
Employment and Income Verification	249	-	-	-	$0.00	$0.00
▪ Employment Verification						

ADP Comprehensive Services Bundle			
	1 - 100		$50.75
	101 - 250		$43.25
	251 - 500		$34.75
	501 - 1000		$29.75
Additional Jurisdiction (if applicable)	2+		$8.95/month

Annual Processing

	Count	Min	Base	Rate	Annual
Year End Forms, W2s or 1099s	249	-	-	$6.95	$1,730.55

Total Annual Investment

	Total Annual
Workforce Now Services	$190,163.55

Other Considerations

	Count	Rate	Setup
Hardware and Other Fees			
▪ Health & Welfare Benefit Carrier Feed Setup	3	$0.00	$0.00
▪ Professional Services: Pay Check History Conversion	1	$0.00	$0.00
▪ Professional Services: Historical Data Conversion	1	$0.00	$0.00
* Employee Pay Rate (or Salary) History			
* Employee Position (or Job Profile) History			
Implementation			
▪ Implementation for ADP Comprehensive Services Bundle			$18,000.00
▪ Implementation for ADP Workforce Manager			$20,000.00
▪ Implementation for Accruals			$2,500.00
▪ Implementation for Analytics			$2,000.00

Health & Welfare Benefit Carrier Feed Setup included at no charge: 3

Total Other Considerations	Total Setup
Implementation and Setup	$47,500.00
Implementation Discount Value	($5,000.00)
Estimated Total Net Implementation	$42,500.00

Important Project & Billing Information

Billing for Comprehensive Services shall begin upon the earlier of (a) the date the CLIENT is first able to use the services in a live production environment or (b) ninety (90) days from the Effective Date. The billing counts are based on all "All Non-Archived" employees excluding terms. Any lives classified as Non-Paid will be billed a separate lower rate. 1099 Contractors paid through a specific 1099 Contractor company code will also be billed via a separate rate.

Billing for Workforce Manager will begin on the date Workforce Manager is available for use by the CLIENT in a production environment. The billing count is based on all non-terminated lives in the Time Module, including managers/supervisors that need to approve time cards. Billing for add-on modules will include counts based on those lives specifically added and maintained by the practitioner.

Workforce Manager can only be used for tracking time for US associates only. clients are prohibited for leveraging this solution to track time for anyone located outside the US.

SUI Management Annual Volume: Processing of claim cases equal to 10% of Client's employee count within a 12-month period is included for no additional fee. Processing of additional claim cases will be billed at a rate of $35 per claim case. Optional services: Appeals filing and Hearing Representation are subject to additional fees to be approved by client in advance.

Other
ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date.
Expiration Date: 6/5/2022

Important Professional Services Information

History Conversion: The services noted on this sales order are performed by ADP Professional Services and are for companies with less than 1000 active employees with a maximum of 5000 total records (a combination of both active and terminated lives) with data coming from a single data base source. Conversion of history from a database with a greater number of records or from multiple databases must be quoted via a customized statement of work.

Summary

Estimated Annual Net Investment:	$190,163.55	Total Implementation:	$42,500.00

The ADP Services Listed on this Sales Order are provided at the prices set forth herein and in accordance with the ADP Master Services Agreement (or other similar agreement governing ADP's services), which shall include any appendix, exhibit, addendum, schedule or other similar document attached thereto or accompanying this Sales Order. By signing below you are acknowledging and agreeing to such terms and conditions and to the listed prices.

ADP, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Client: City of Forest Park

Signature: _____

Name: _____

Title: _____

Date: _____

Workforce Now Included Services

Comprehensive Payroll

- Enhanced Payroll
- Enhanced HR with Onboarding & EI-9
- Enhanced Benefits with Essential ACA
- Document Cloud
- ADP DataCloud: Analytics
- Designated WFN Technology Specialists
- Employee Discount Program
- Full Service Wage Garnishment Service
- Wage and Hour Compliance on Demand

- Relationship Manager
- Designated Payroll Specialist
- Processing Audit and Reconciliation of Payroll
- MyLife Advisors (EE & Mgr Service Center)
- ACA Center of Excellence
- Tax Registration Services
- Exception Processing
- 5 Standard Management Reports

Workforce Manager Time and Attendance

- Multiple Time Collection Methods
- PTO Management & Reporting
- Request & Approval Workflows
- Accruals and Scheduling

- Rule Based Calculations
- Web Native
- Attestation Toolkit
- 100% mobile for supervisors and employees

Employment Verification

- Commercial Employment and Income Verifications

- Client access to Electronic Reports and Tools

Implementation Support and Data Conversion

- Pay Rate (or Salary) History: Inc. up to 7 years; Max 5000 records (Total Lives, Terms, LOA)

- Position (or Job Profile) History: Inc. up to 7 years; Max 5000 records (Total Lives, Terms, LOA)

Thank you for your consideration