dayforce

MASTER SERVICES AGREEMENT

This Master Services Agreement, together with any applicable Order Form(s), Statement of Work(s), Data Processing Addendum, Service Particular(s), Rate Sheet(s), Change Request(s) and other written documents executed by both Parties or incorporated herein by reference ("Agreement") governs the Client's use of the Services included on an Order Form. Capitalized terms used and not otherwise defined herein can be found in the applicable Order Form, Statement of Work, Service Particulars or Rate Sheet.

1. SERVICES

1.1 Services. Subject to Client's payment of applicable Fees, Dayforce will (a) make the Services identified on the Order Form(s) available to Client and its Authorized Users solely for use by Client and/or its Affiliates' in their internal business operations within the applicable Territory(ies) during the Service Term and (b) where applicable, provide Support Services for the selected Services at no additional charge and/or upgraded support if purchased and described in the applicable Order Form.

1.2 Authorized Users.

1.2.1 Client will be liable for all acts and omissions of its Authorized Users and be responsible for all activities that occur using the Client account, including all Client user names and passwords, regardless of whether Client authorized the activities or if they were undertaken by Client, Authorized Users or a Client designated third party.

1.2.2 Client will notify Dayforce immediately of any unauthorized use of its account, user names or passwords.

1.2.3 A breach of this Agreement by an Authorized User is deemed a breach by Client.

1.2.4 Client represents and warrants that it has the authority to bind to this Agreement any of the Affiliates that it permits to access and use the Services. Client agrees that any loss or damage arising from Dayforce's breach of this Agreement incurred by such Client Affiliate will be actionable by Client as if such loss and damage were incurred by Client, but shall not be actionable by Client's Affiliate directly against Dayforce or any Dayforce subcontractor;

1.2.5 Client agrees that as a condition of allowing the Affiliate to access or continue to use the Services, Dayforce may, require the Affiliate to execute documentation to confirm the Affiliate's agreement to the terms hereof;

1.2.6 Client will ensure and be responsible for its Affiliates' compliance with the terms and conditions of this Agreement and Client and each of its Affiliates that exercises any of the rights granted hereunder will be jointly and severally liable for any noncompliance by such Affiliate (and its Authorized Users) with the terms and conditions of this Agreement.

1.3 Restrictions. Client may not and may not cause or permit any Authorized User or other third party to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, or copy any part of the Services (including Documentation, software, data structures or similar materials, except as allowed under this Agreement); (b) access or use the Services to build or support any products or services competitive to Dayforce; (c) license, sell, transfer, assign, distribute, outsource, commercially exploit, or make available the Services to any third party except as specifically permitted by this Agreement; (d) use the Services, in any manner that would be illegal or offensive or damaging to Dayforce or any third party; (e) perform or disclose any availability, performance or vulnerability testing of the Services; (f) access or use the Services in any way intended to bypass or breach any security or protection used by the Services, or to avoid incurring Fees or exceed usage limits (g) use the Services to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (h) send, upload or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material to or through the Services, including material that is harmful to children or violates third party privacy rights; (i) send, upload or store any virus, worm, time bomb, Trojan horse or other harmful or malicious code, file, script, agent or program to or through the Services; (j) interfere with or disrupt the integrity or performance of the Services or the data contained therein; or (k) attempt to gain unauthorized access to the Services or related systems or networks.

1.4 Monitoring and Compliance. Dayforce will have the right, as reasonably necessary in Dayforce's sole discretion, to access and monitor Client's account for administrative and invoicing purposes, to provide Support and to inspect Client's utilization of the Services to ensure Client's compliance with the provisions of this Agreement.

1.5 Usage Limits. Subscription Services are subject to the Number of Employees specified in the applicable Order Form. Prior to each anniversary of the Subscription Start Date, Dayforce may audit Client's Employee populations. If an audit shows that during the current subscription year Client has exceeded the Number of Employees for a particular Subscription Service on a monthly average by more than the User Expansion and Growth Rate Percentage Threshold outlined in the applicable Order Form, Dayforce will adjust the Fees for the upcoming subscription year(s) using the relevant Expansion Rate. The relevant Expansion Rate will be applied against each new Employee above what has been contracted for, which will be evidenced in an Order Form to be executed by Client within thirty (30) days but no later than the upcoming Subscription Start Date anniversary.

1.6 Growth Event. Where Client anticipates exceeding the Number of Employees it has contracted for by more than the User Expansion and Growth Rate Percentage Threshold outlined in the applicable Order Form due to a Growth Event, Client will notify Dayforce within thirty (30) days of such event. Dayforce will adjust the Fees to account for the increased Number of Employees above what has been contracted for using the Expansion Rate(s) and such adjustment will be evidenced in an Order Form that will be executed by Client within thirty (30) days but no later than the upcoming Subscription Start Date anniversary.

1.7 If Client fails to sign the Order Form issued due to an increase in usage limits or a Growth Event within the timelines indicated for signing such Order Form, Dayforce may suspend Client's Services until such Order Form has been executed.

1.8 Additional Services.

1.8.1 Additional Services may be purchased during the Contract Term via an add-on Order Form.

1.8.2 The Service Term for any additional Subscription Services purchased during the Contract Term will be concurrent with the remainder of the underlying Contract Term.

1.8.3 Where applicable, the Fees for additional Subscription Services purchased through an add-on Order Form will be adjusted accordingly to account for the current subscription year and to be coterminous with the underlying Contract Term.

1.9 Professional Services. Dayforce will provide Client with the Professional Services specified in each SOW and Order Form at the rates stated therein. Changes to a SOW or Order Form will require a Change Request prior to implementation of the changes. In addition to any specific requirements in a SOW, Client will reasonably cooperate in good faith with Dayforce in its performance of Professional Services and Client will: (i) allocate sufficient resources to perform its obligations under each SOW and Order Form; (ii) promptly respond to Dayforce inquiries and requests for materials, information and feedback necessary for Dayforce to perform the Professional Services; (iii) actively participate in scheduled meetings and training sessions; (iv) review and accept or reject each deliverable within ten (10) Business Days of notification by Dayforce of completion of such work, or within such other time frame (and/or in such manner) as may be expressly contemplated in a Statement of Work, such acceptance not to be unreasonably withheld. Subject to any express acceptance criteria to the contrary set forth in a Statement of Work, each deliverable will be deemed to be accepted by Client on the tenth (10th) Business Day after notification by Dayforce of completion of such work, unless Client has provided Dayforce (within such ten (10) Business Day period) with written notice rejecting such work and specifying the manner in which the deliverable is defective; (v) provide appropriate access to Client's account and facilities to the extent necessary for Dayforce to perform the Professional Services; and (vi) notify Dayforce in writing of any request for changes to the Statement of Work. If Dayforce is unable to perform the Professional Services due to a Client delay or other failure to cooperate, Client may be responsible for additional Fees.

1.10 Subject to Client's payment of applicable Fees, Dayforce grants Client a non-exclusive, non-transferable, limited license during the Service Term to use deliverables provided by Dayforce under a SOW or from performing Professional Services. All Professional Service deliverables, including all training, installation and use materials related to the Services, are provided for Client's and its Affiliates' internal use only and Dayforce may update the materials provided in connection with the Professional Services from time to time in its sole discretion. Except with respect to any Client Affiliate(s) authorized to use the Services, Client will not share with other third parties any deliverables or personnel provided by Dayforce under this Agreement.

1.11 The One Time Fees for Implementation Services/Delivery Assurance or Professional Services have been calculated taking into account the work and materials Dayforce has reasonably estimated will be required to perform the Service. This estimate has been made by Dayforce in good faith based on the information available to Dayforce at the time of executing the Order Form, including information and representations provided by Client. To the extent that new or additional information becomes available to Dayforce which impacts the estimated One Time Fees, the Parties will mutually agree to necessary changes to the applicable SOW (including to corresponding Fees).

1.12 For any Professional Services projects where Fees are indicated on the Order Form, following discovery, a refined estimate may be provided. In the event that Client cancels the Professional Services project, Client will be responsible to pay Dayforce for any Fees incurred for hours worked. Client will reimburse Dayforce for all pre-approved travel, accommodation and meal expenses incurred in connection with any Professional Services projects purchased by Client.

2. TERM AND TERMINATION

2.1 Term.

2.1.1 The Agreement will become effective on the date the initial Order Form is signed by Client and Dayforce ("Effective Date") and will continue until every Service provided by Dayforce to Client covered by this Agreement has expired or been terminated in accordance with the terms of this Agreement. Unless extended pursuant to the terms herein, once expired or terminated, Dayforce's obligation to provide the applicable Services will cease. The Service Term for each Subscription Service will commence on the applicable Subscription Start Date and continue for the duration specified in the applicable Order Form.

2.1.2 Extended Term. The Parties may also renew the Services for 36-months or longer ("Extended Term"). The terms and Employee volume for these longer Extended Term(s) will be agreed by the Parties and evidenced in an Order Form. Client will notify Dayforce a minimum of ninety (90) days prior to the end of the final Subscription Year set forth in the current Order Form of Client's intention to renew Services and will execute an Order Form for such renewal at least thirty (30) days prior to the end of the final Subscription Year. If Client enters into an Extended Term under this section, then the Fees (including the applicable Expansion Rate(s) for the Extended Term) will be subject to an eight percent (8%) annual increase each Subscription Year (in addition to any applicable adjustments made pursuant to the sections related to Usage Limits and Growth Event during the Contract Term).

2.2 Termination. This Agreement may be terminated as follows:

2.2.1 by either Party if the other Party fails to materially perform, or is otherwise in default of, one or more of its material obligations under the Agreement and (except failure by Client to pay Fees, in which case Section 2.2.5 will prevail) fails to remedy such failure within thirty (30) days after receiving written notice of default from the non-defaulting Party specifying the particulars of the breach and expressly referring to the threat of termination under this subsection, or if such breach is of a nature that it cannot be reasonably remedied within such (30) thirty-day period, then if the Party fails to commence to remedy such breach within such thirty (30) day period or thereafter fails to proceed diligently to remedy such breach;

2.2.2 immediately by either Party if the other Party is, or is deemed for the purposes of any law to be, insolvent or unable to pay its debts as they fall due, or any corporate action, legal proceedings or other procedure or step is taken against such Party in relation to or with a view to winding-up, dissolution, administration, reorganization (in each case, whether out of court or otherwise) in respect of such Party (or a Client Affiliate receiving Services) or any of its assets;

2.2.3 immediately by Dayforce, if Dayforce, in its reasonable opinion, determines Client's use of a Service may violate any applicable Sanctions, anti-corruption, anti-bribery, or anti-money laundering, law or regulation (as further set forth in Section 10 (Compliance with Law) below);

2.2.4 by Dayforce if Client fails to respond within thirty (30) days of Dayforce's request for Client to provide reasonable information and engagement required for Dayforce to provide Implementation Services; or

2.2.5 by Dayforce, if Client fails to pay any Fees when due (excluding any Fees disputed in good faith in accordance with Section 3.1.4 (Good Faith Dispute) below) and such failure continues for a period of seven (7) Business Days after Dayforce provides Client with written notice of such breach and expressly refers to the threat of termination therein;

2.3 End of Service Term.

2.3.1 Client's right to access or use the Service(s) will cease upon termination or expiration of (a) the applicable Service Term for such Service; or (b) the Contract Term.

2.3.2 Provided that Client is not in breach of the Agreement and where Client Content cannot be transitioned using the self-access service provided by the Software, upon written request to Dayforce at least ninety (90) days prior to the expiration of the Contract Term, Dayforce may agree to provide Client with reasonable assistance at Dayforce's then applicable rates to help transfer Client Content to another service provider ("Transition Services"). Any agreed upon Transition Services must be set out in documentation signed by both Parties.

2.3.3 Termination for any reason other than for uncured material breach by Dayforce or as otherwise stated in this Agreement will not relieve Client of the obligations to pay all amounts for the Contract Term.

3. FEES AND PAYMENT

3.1 Fees.

3.1.1 By executing an Order Form, Client agrees to pay the Fees as outlined in the Order Form and in accordance with the terms of this Agreement. Fees will be invoiced and payable as set out in the applicable Order Form and in the currency stated therein. All Fees and applicable Taxes for Services will be invoiced to and payable by, a single Client entity located in the Territory. Where Services are provided in more than one Territory, all Fees and applicable Taxes will be collectively invoiced to the entity that is signing the Agreement. In the event that Client is invoiced from a Dayforce entity outside of the Territory in which Client is receiving such Services, the Client entity will remit payment to the Dayforce entity and will be solely responsible to self-assess and remit all Taxes to the extent such Taxes are not paid to Dayforce.

3.1.2 Late Fees (excluding any Fees disputed in good faith) will accrue interest at a rate of one percent (1%) per month and Client will reimburse Dayforce for all costs incurred in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees.

3.1.3 Except as otherwise set forth in this Agreement, Fees are non-cancelable and non-refundable and will be paid without set-off.

3.1.4 Good Faith Dispute. In the event of a good faith dispute with respect to any Fees, the payment due date (as it relates to the disputed amount) will not be calculated until the disputed amount has been settled to the satisfaction of both parties, acting reasonably, provided that the Client has given Dayforce written notice of the disputed amount (and the reasons for such dispute).

3.1.5 If Client fails to comply with any of the terms of payment (excluding any Fees disputed in good faith) within fifteen (15) days after the date of a written demand for payment sent by Dayforce, Dayforce may, in addition to any other right available to it, suspend performance of all or any part of the Services.

3.2 Taxes.

3.2.1 Fees for Services are exclusive of Taxes which will be shown separately. Client will pay at the same time all Fees and Taxes imposed by applicable law based on the Services ordered.

3.2.2 If Dayforce is legally required to pay or collect any Taxes that Client is responsible for paying under this Section, Dayforce will invoice Client and Client will pay that amount unless Client provides Dayforce with a valid tax exemption certificate authorized by the applicable taxing authority. The Parties will cooperate to recover any VAT charged, if such VAT is deductible.

3.2.3 If withholding taxes apply to any cross-border transactions under this Agreement, Dayforce and Client will cooperate to provide any documentation reasonably required by the other Party to address such withholding taxes and to allow the relevant Party to obtain exemptions from or the reduction of such withholding taxes. If Client must withhold VAT from the payment due to Dayforce, the applicable Fees will be increased so that the amount that Dayforce receives after the withholding will be equal to the Fees that Dayforce would have received if Client was not required to withhold VAT.

4. CONFIDENTIALITY.

4.1 Neither Party will use or disclose Confidential Information of the other Party except as permitted in accordance with the terms of the Agreement. The receiving Party will protect the disclosing party's Confidential Information using the same degree of care as the receiving Party uses to protect its own Confidential Information, but no less than a reasonable degree of care.

4.2 The confidentiality obligations will not apply to any of the disclosing Party's information that is (i) at the time of disclosure, or thereafter becomes, publicly available through a source other than the receiving Party; (ii) subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving Party; (iii) known to the receiving Party at the time of disclosure; (iv) generated independently by the receiving Party; or (v) required to be disclosed by law, subpoena or other legal process.

4.3 Dayforce may transfer Client's Confidential Information to a governmental agency or other third party to the extent necessary for Dayforce to perform its obligations under the Agreement or where Client has authorized Dayforce to do so.

5. PROPRIETARY RIGHTS

5.1 Services.

5.1.1 Dayforce retains all ownership and Intellectual Property rights in and to the Services, Dayforce Property and derivative works thereof and to anything developed or delivered by or on behalf of Dayforce under this Agreement. If Client provides any suggestions or feedback about the Services or Dayforce Property, Dayforce may use the suggestions and feedback without restriction and Client hereby irrevocably assigns to Dayforce all right, title and interest in and to the suggestions and feedback. No rights are granted to Client hereunder other than as expressly set forth herein.

5.1.2 Upon the expiration or termination of the Agreement or a particular Service, as the case may be, each Party will return all such property in its possession or control relating to Agreement or terminated Service that belongs to the other Party.

5.2 Client Content.

5.2.1 Client retains ownership and intellectual property rights in and to the Client Content, subject to the rights and permissions granted herein. Client is solely responsible for the accuracy, quality and completeness of all Client Content and Dayforce has no obligation to verify the same.

5.2.2 Client grants Dayforce, its Affiliates' and subcontractors' a limited license to host, copy, use, transmit and display Client Content as necessary for Dayforce to provide the Services and associated systems in accordance with this Agreement.

5.2.3 Client represents and warrants that: (i) Client owns all right, title and interest in and to the Client Content; (ii) Client has all rights, authorizations and consents in and to the Client Content necessary to grant the rights contemplated by this Agreement; and (iii) none of the Client Content submitted to the Services or Dayforce's use of the Client Content will violate the restrictions set forth in this Agreement or any applicable law.

5.2.4 Dayforce is not obligated to commence providing Services until Client has provided Dayforce with all Client Content as reasonably necessary to provide the Services, or otherwise in accordance with this Agreement. In no event will Dayforce be responsible for any errors or matters existing prior to the Go Live Date and any entries made by Client into the system thereafter and Dayforce will be entitled to rely solely on the information, authorizations, representations and warranties provided by Client.

6. DATA SECURITY AND PROCESSING.

6.1 As a part of the Services, Dayforce will maintain appropriate administrative, physical and technical safeguards for the security, confidentiality and integrity of the Client Content, as described in Dayforce's Technical and Organizational Measures set out in the Data Processing Addendum.

6.2 To the extent Client Content includes Personal Data, Dayforce will process such data pursuant to the terms in the Data Processing Addendum. Each Party will comply with its respective obligations in the Data Processing Addendum.

7. INFRINGEMENT INDEMNIFICATION

7.1 Indemnity for Infringement.

7.1.1 Dayforce will defend, indemnify and hold Client harmless from and against any Losses arising out of or relating to a third-party claim that the Services infringe that third party's Intellectual Property rights.

7.1.2 Dayforce will have no obligations or liability under this Section 7.1 arising from: (i) infringement by combinations of the Services with any other Client or third party product, service, software, data, content or method, if the Services would not infringe without such combination; (ii) Client's use of the Services after Dayforce has notified Client to discontinue such use; (iii) modification of the Services not made by Dayforce; or (iv) Client's use of such Services in violation of the Agreement or applicable law.

7.1.3 For any claim under this Section 7.1, Dayforce will, at its option and expense, either obtain the right for Client to continue using the Services or replace or modify the same so that it becomes non-infringing. If neither of the foregoing alternatives is reasonably available, Dayforce may immediately terminate its obligations (and Client's rights) under the Agreement with regard to such Services or terminate the Agreement in its entirety and refund any prepaid Fees for Subscription Services not yet provided under the Agreement.

7.1.4 The remedies provided in this Section 7.1 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of Intellectual Property rights by the Services.

7.2 Process. The obligations under Section 7.1 will apply only if the Party seeking defense or indemnity ("Indemnified Party"): (i) gives the indemnifying Party prompt written notice of the claim; (ii) permits the indemnifying Party to control the defense and settlement of the claim; and (iii) reasonably cooperates with the indemnifying Party (at the indemnifying Party's expense) in the defense and settlement of the claim. In no event will the Indemnified Party agree to any settlement of any claim that involves any commitment, other than the payment of money, by the Indemnified Party without the written consent of the indemnifying Party.

8. LIMITED WARRANTY; DISCLAIMERS

8.1 Service Warranty.

8.1.1 Dayforce warrants that it will perform : (i) the Services in all material respects as described in the Dayforce Software Functionality and Global Use Guide; and (ii) all Professional Services in a professional manner consistent with industry standards and in material accordance with the applicable Statement of Work.

8.1.2 If a Service provided by Dayforce does not perform as warranted, Client must promptly provide written notice to Dayforce that describes the deficiency in the Service. Dayforce will use commercially reasonable efforts to correct the deficient Service. If Dayforce cannot substantially resolve the issue in a commercially reasonable manner, Dayforce will refund any pre-paid unused Fees for the deficient Service.

8.1.3 Dayforce will not be required to remedy any failure resulting from the acts or omissions of Client, or any third party (including any third-party implementation provider but excluding Dayforce's subcontractors and Affiliates performing Services under this Agreement).

8.1.4 The Software may be used by Client outside the Territory in accordance with the terms of the Dayforce Software Functionality and Global Use Guide. Without limiting the terms of the Dayforce Software Functionality and Global Use Guide, Client acknowledges and agrees that certain country specific laws (including privacy laws) outside of the Territory may, from time to time, restrict or prohibit Client's use of the Software and Client is responsible for ensuring it is complying with such requirements.

8.2 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1 (SERVICE WARRANTY) OF THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, PRODUCTS, INTELLECTUAL PROPERTY AND OTHER ITEMS PROVIDED, FURNISHED, LICENSED, LEASED OR OTHERWISE MADE AVAILABLE OR PERFORMED BY DAYFORCE TO CLIENT PURSUANT TO OR IN RELATION TO THE AGREEMENT, ARE PROVIDED "AS IS". DAYFORCE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, THAT THE SERVICES WILL BE UNINTERRUPTED, OR ERROR FREE. CLIENT AGREES THAT IT IS NOT RELYING ON ANY FUTURE SERVICE FEATURES OR FUNCTIONALITY IN PURCHASING THE SERVICES.

9. LIMITATIONS OF LIABILITY.

9.1 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, OR GOODWILL, BUSINESS INTERRUPTION, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES, WHETHER IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF ANY REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. CLIENT'S PAYMENT OBLIGATIONS WILL NOT BE CONSIDERED DAYFORCE'S LOST PROFITS OR REVENUE.

9.2 LIABILITY.

9.2.1 IN NO EVENT WILL THE AGGREGATE LIABILITY OF DAYFORCE, TOGETHER WITH ITS AFFILIATES, ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CLIENT HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.

9.2.2 NOTWITHSTANDING SECTION 9.2.1, FOR A CLAIM ARISING FROM DAYFORCE'S BREACH OF ITS OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY) AND 6 (DATA SECURITY AND PROCESSING), THE MAXIMUM CUMULATIVE LIABILITY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) WILL BE INCREASED TO THE TOTAL FEES PAID OR PAYABLE BY CLIENT DURING THE TWENTY-FOUR (24) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE FIRST INCIDENT THAT THE LIABILITY AROSE.

9.2.3 THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT INCREASE THE AMOUNT OF LIABILITY IN SECTION 9.2.1 OR 9.2.2 AND ANY AMOUNTS CLAIMED UNDER EITHER SECTION WILL COUNT TOWARDS THE MAXIMUM CUMULATIVE LIABILITY OF THE OTHER SECTION.

9.2.4 THE MAXIMUM CUMULATIVE LIABILITIES IN THIS SECTION 9.2 WILL NOT APPLY TO CLAIMS FOR: (I) DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE; (II) ACTUAL FRAUD OR WILLFUL MISCONDUCT; (III) INTELLECTUAL PROPERTY INFRINGEMENT INDEMNITY IN ACCORDANCE WITH SECTION 7 (INFRINGEMENT INDEMNIFICATION); AND (IV) WHICH THE LAW PROHIBITS THE EXCLUSION OR LIMITATION OF LIABILITY. THE LIMITATIONS IN THIS SECTION 9 APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10. COMPLIANCE WITH LAW.

10.1 Each Party is responsible for its own compliance with laws and other legal requirements applicable to the conduct of its business, including all applicable: (i) customs and export control laws and regulations; (ii) data protection and privacy laws; (iii) anti-corruption and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act 1977, Canadian Corruption of Foreign Public Officials Act and the UK Bribery Act 2010; and (iv) anti-money laundering laws and regulations.

10.2 Client acknowledges that due to the Services Dayforce provides, Dayforce has certain regulatory compliance requirements under law and consents to Dayforce conducting anti-money laundering, global sanctions and credit screenings of Client and its Affiliates. Dayforce reserves the right, at any time and without notice, to suspend, terminate, or decline to provide Service(s), in whole or in part, where Dayforce, in its reasonable opinion, determines that Client or its Affiliates' use of such Service(s) may violate applicable law or regulation, or where Client or its Affiliate(s) do not satisfy screening requirements.

10.3 Client represents and warrants to Dayforce that Client is not a Sanctioned Person and in connection with all activities conducted pursuant to or in connection with the Agreement, Client will comply with all applicable Sanctions. Without limiting the foregoing, Client represents and warrants that it will not request Services from Dayforce that relate, directly or indirectly, to transactions, dealings, or relationships with or involving a Sanctioned Person and will not use the Services to benefit, directly or indirectly, any Sanctioned Person, unless such activity is first identified to Dayforce for review and Dayforce, in its sole discretion, specifically approves the activity.

11. CHANGES TO LEGISLATION.

11.1 In the event of a change to any applicable law or regulation affecting the Services, Dayforce may make changes to the Agreement as are reasonably necessary to address such changes, with thirty (30) days' prior written notice to Client. If, upon notification of the change, Client elects not to continue the Services, then notwithstanding anything to the contrary in the Agreement, Client may terminate the Agreement upon thirty (30) days' prior written notice without penalty or cancellation fees.

12. SUSPENSION.

12.1 Dayforce may suspend Client's or any Authorized User's right to access or use any portion or all of the Services immediately upon notice if:

12.1.1 Client's or an Authorized User's use of the Services (i) poses a security risk to the Services or any third party, (ii) could adversely impact the Services or the use of the Services by another Dayforce client, (iii) could subject Dayforce, a Dayforce Affiliate, or any third party to liability, or (iv) could be fraudulent; or

12.1.2 Client is in breach of Sections 1 (Services), 3 (Fees and Payments), 4 (Confidentiality), 5 (Proprietary Rights), 6 (Data Security and Processing) or 10 (Compliance with Law) of this Agreement; or

12.1.3 Required by applicable law.

13. SURVIVAL.

13.1 Any provisions, rights or obligations of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

14. GENERAL PROVISIONS.

14.1 Service Selection and Usage. Client is responsible for determining which Services best meet its needs and maintaining the minimum software and system requirements needed to use the Services. All Internet, communication, hardware and other costs associated with its access to and use of the selected Services will be Client's responsibility. Minimum requirements for using the Services are described in the "Dayforce Security Best Practices Guide".

14.2 Governing Law. Without giving effect to any choice of law principles that would require the application of the laws of a different jurisdiction, the Agreement and the Parties' rights and obligations will be governed by the following law and subject to the corresponding jurisdiction:

Dayforce Contracting Entity:	Governing Law and Jurisdiction
Dayforce US, Inc. Dayforce Services LLC. Dayforce Licensing LLC. Dayforce México, S. de R.L. de C.V.	The laws of Minnesota, USA and the jurisdiction of the state and federal courts in Minnesota
Dayforce Canada Ltd Dayforce Canada Services Ltd.	The laws of Ontario, Canada and the jurisdiction of the provincial and federal courts in Ontario
Dayforce Germany GmbH	The laws of Germany and the jurisdiction of the German courts
Dayforce EMEA Ltd Dayforce Ireland Ltd.	The laws of England and Wales and the jurisdiction of the English courts
Dayforce Australia Pty Ltd	The laws of New South Wales, Australia and the jurisdiction of the courts of New South Wales
Dayforce Aotearoa Limited Dayforce New Zealand Ltd.	The laws of New Zealand and the jurisdiction of the courts in New Zealand
Dayforce Singapore Pte Ltd	The laws of Singapore and the jurisdiction of the courts in Singapore
Any other Dayforce entity not included above	The laws of Minnesota, USA and the jurisdiction of the state and federal courts in Minnesota

14.3 Notices. All notices specific to the Parties will be in writing and will be sent to Client at the address (including email) set forth on the applicable Order Form and to Dayforce to the attention and address of Client's account representative (if any) or to such other address as either Party may hereafter specify by written notice to the other Party. Each such notice, request or communication will be effective upon receipt, provided that if the day of receipt is not a Business Day, then the notice will be deemed to have been received on the next succeeding Business Day. All notices pursuant to this Agreement must be in the English language.

14.4 Assignment.

14.4.1 Any transfer or assignment of the Agreement or any rights and obligations hereunder requires the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed; provided, however either Party may assign its rights and obligations under the Agreement without the consent of the other Party:

(i) to an Affiliate of the assigning Party or to a partnership, limited liability company, joint venture or other similar legal entity, of which at least fifty percent (50%) of the equity interests are owned directly or indirectly by the assigning Party or any parent entity, but no such assignment will release the assigning Party and such assignee Affiliate or successor entity will be jointly and severally liable with the assigning Party under the Agreement; or

(ii) to any successor to its business, or a substantial part thereof, whether through merger, amalgamation, consolidation, divestiture or sale, provided that the proposed successor entity is not a primary competitor of the other Party.

14.4.2 The Agreement will inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. Any purported assignment in contradiction of this Section will be null and void and be of no force or effect.

14.4.3 Upon request of the non-assigning Party, the permitted assignee will execute an agreement in writing with such non-assigning Party to evidence the assignee's assumption of all rights and obligations of the assignor under the Agreement.

14.5 Waivers and Remedies. A delay in enforcing any provision of the Agreement will not be construed as a waiver of the provision. A waiver of a Party's rights will not operate as a waiver of any subsequent breach. The Parties agree that a breach or threatened breach of Sections 4 (Confidentiality) or 10 (Compliance with Law) of this Agreement would give rise to irreparable harm and that actual damages may be difficult to ascertain and may be inadequate. Accordingly, in the event of a breach or threatened breach by a Party, the non-breaching Party will be entitled to seek equitable relief (without any requirement to post bond), including injunctive relief or specific performance, in addition to any other remedy that it is entitled to at law or in equity. No right or remedy available to either Party is exclusive of any other right or remedy available to that Party and the rights and remedies of each Party will be cumulative. Without limiting the general applicability of the foregoing, if the Client is domiciled in Quebec, or if the Civil Code of Quebec otherwise applies to the Agreement, the Client hereby expressly agrees that the right of termination granted to a "Client" under Article 2125 of the Civil Code of Québec, as well as the restrictions applicable to subsequent restitution by the "contractor" or the "service provider" under Article 2129 of the Civil Code of Québec, shall not apply to this Agreement, and the Client hereby expressly waives such rights and restrictions.

14.6 Responses to Client's Legal Process and Disputes. Client will reimburse Dayforce for the costs of producing any information in Dayforce's possession or control relating to Client's business or Employees that Dayforce produces in response to a Client request for the purpose of fulfilling the requirement of Clients' legal process and disputes (which is not a part of Dayforce's contracted Services). For clarity, Client may, during the Contract Term, use the Software to produce Client Data itself as described in the Documentation at no additional cost.

14.7 Severability. If any provision of this Agreement is invalid, illegal or unenforceable, that provision will be deemed to be restated so that it is enforceable to the maximum extent permissible under law and is consistent with the original intent and economic terms of the invalid provision.

14.8 Force Majeure. Neither Party nor its Affiliates or contractors will be deemed to have breached the Agreement for failure or delay in performing any term of the Agreement (except for the failure to pay money) when such failure or delay results from causes beyond the reasonable control of the affected Party. If a force majeure event is experienced by Dayforce which lasts for more than thirty (30) days, the Client will be able to terminate this Agreement without any penalty (and Dayforce will provide a pro-rata refund to Client of all pre-paid) unused Fees.

14.9 Independent Contractors. The Parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. There are no third-party beneficiaries to the Agreement.

14.10 Publicity. Neither Party will use the name of the other Party for publicity purposes without obtaining the prior written consent of the other Party (not to be unreasonably withheld), provided, however, Client authorizes Dayforce to use Client's name and logo in conjunction with Dayforce customer lists, marketing and on earnings and investor calls. Dayforce agrees to use reasonable care to preserve the integrity and proper appearance of Client's name and logo. Upon written request by Client, Dayforce will cease use of Client's name and logo within a commercially reasonable timeframe thereafter.

14.11 Affiliates and Subcontractors. Dayforce may use its global Affiliates and subcontractors to provide Services, including any local Dayforce Affiliate operating in the applicable Territory. Dayforce will remain responsible for the performance of the Services by its Affiliates and subcontractors.

14.12 Miscellaneous. This Agreement constitutes the entire agreement between the Parties with respect to the Services and supersedes all previous and contemporaneous agreements, understandings and arrangements, whether oral or written. The Parties agree that any terms or conditions stated in a Client purchase order or in any other Client order documentation (excluding Order Forms) is void. In the case of any conflict or inconsistency among the following documents, the order of precedence will be: (i) Order Form; (ii) Statement of Work; (iii) Master Services Agreement; and (iv) Service

Particulars. Except as set forth herein, any amendment to the Agreement must be in writing and signed by authorized representatives of both Parties or with respect to any Change Request must be in writing and agreed to by the Parties. The Parties have expressly requested that the Agreement be drawn up in the English language. Les parties aux présentes ont expressément requis que cette convention soit rédigée en anglais. Expresamente las Partes del presente Contrato solicitan que este documento sea redactado en el idioma Inglés. If Dayforce provides a translation of the Agreement in another language, the English language version of the Agreement will control if there is any conflict. Use of "Including" and "Includes" in the Agreement will be deemed to be followed by the statement "without limitation" and neither of such terms will be construed to limit any words or statement which it follows to the specific or similar items or matters immediately following it. Headings in the Agreement are for ease of reference only and will not affect its interpretation.

14.13 Contracting. If more than one entity has signed the Agreement for the same Party, or an entity has signed for and on behalf of another entity in addition to itself, the covenants of all such entities will be considered to be joint and several and will apply to each of them.

14.14 Federal Government Provisions (if applicable).

14.14.1 Dayforce provides the Services, including related software and technology, for federal government or federal government contractor end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software).

14.14.2 For avoidance of doubt, Dayforce is not providing the Services as a federal subcontractor or under a federal award as defined in Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

15. DEFINITIONS. As used in this Agreement:

15.1 *"Affiliate(s)"* means, with respect to any person or entity, another person or entity that directly or indirectly controls, is controlled by, or is under common control with such person or entity, whether through the ownership of voting securities, by contract or otherwise.

15.2 *"Authorized Users"* means the Client, any Client Affiliate(s) and its and their Employees, consultants, contractors and agents who are authorized by Client to access and use the Services on behalf of the Client.

15.3 *"Business Day"* means any day of the year other than a Saturday, Sunday or a statutory or public holiday in the Territory(ies), but only to the extent such term refers to a Service being delivered in respect of such Territory;

15.4 *"Change Request"* means a written change request or other authorizing document mutually agreed to by both Parties and signed by the Client. Change Requests will be deemed incorporated by reference into the Agreement.

15.5 *"Client"* means the entity that has signed the Order Form and Affiliate(s) of that entity (for so long as they remain Affiliate(s)).

15.6 *"Client Content"* means all information, data (including Personal Data) and other content and material provided by Client and its Authorized Users that resides in, or runs on or through, the Services.

15.7 "*Confidential Information*" means any information identified by either Party as "Confidential" and/or "Proprietary", or which, under the circumstances, ought to be treated as confidential or proprietary, including non-public information related to the disclosing Party's business, Employees, service methods, software, documentation, financial information, prices and product plans.

15.8 *"Contract Term"* means the effective period of this Agreement starting on the Effective Date that the initial Order Form is executed by the Parties and continuing until every Service provided by Dayforce to Client covered by this Agreement has expired or has been terminated in accordance with the terms of this Agreement.

15.9 *"Data Processing Addendum"* means the addendum to this Agreement together with all annexes thereto that sets forth the terms and conditions pursuant to which Personal Data will be transferred and processed in accordance with the Agreement, currently available at https://contractsportal.dayforce.com/annual-subscription/data-processing-addendum as updated from time to time and incorporated herein by reference. Dayforce reserves the right to update the Data Processing Addendum from time to time by posting an updated copy on the above site provided that such updated version contains no less onerous data protection obligations as the current Data Processing Addendum.

15.10 *"Dayforce"* means the Dayforce entity that has signed the Order Form.

15.11 *"Dayforce Property"* means, collectively: (i) all systems, hardware, software, networks, online content, forms, brochures, tip sheets, posters, applications, source code, specifications, templates, modules, devices, equipment, documentation or other property owned, provided, produced or used by Dayforce, whether for purposes of providing the Services pursuant to the Agreement or for any other purpose; (ii) all Confidential Information of Dayforce; (iii) all Documentation; (iv) all updates, revisions, new versions and supplements to such materials or derivatives thereof; and (v) all Intellectual Property in any of the foregoing or related thereto.

15.12 *"Dayforce Security Best Practices Guide"* is available at https://duediligence.dayforce.com and provides an overview of Dayforce security configuration best practices.

15.13 *"Dayforce Software Functionality and Global Use Guide"* is available at https://contractsportal.dayforce.com/annual-subscription/service-particulars and provides detailed high-level descriptions of the features and functionality of Dayforce's products.

15.14 *"Delivery Assurance SOW"* or *"Delivery Assurance Statement of Work"* means the Statement of Work detailing the Delivery Assurance Services;

15.15 *"Documentation"* means the technical documentation describing the features, functionality and requirements relating to the Services, including any updates, revisions, new versions and supplements to such documentation or derivatives thereof.

15.16 *"Effective Date"* has the meaning set forth in Section titled "Term";

15.17 "*Employee*" means any individual that the Client has a record of in their Subscription Service account that is not listed with a terminated status, including full-time and part-time employees as well as any contingent labor or contractors, or any other individual of whom information is being recorded and all administrators or other Authorized Users accessing the Subscription Services.

15.18 "*Expansion Rate"* means the rate(s) labeled as such in the applicable Order Form that will be applied when the Client is increasing the Number of Employees pursuant to the terms of the Master Services Agreement.

15.19 *"Extended Term"* is as defined in Section 2.1.2 of the Master Services Agreement.

15.20 *"Fees"* means the amounts payable by Client to Dayforce for the Services for the duration of the Service Term.

15.21 *"Growth Event"* means a merger, acquisition, or other transaction whereby the Client increases the Number of Employees.

15.22 *"Go Live Date"* means the date on which the Software has been configured for use by Client, or in the case of an add-on, the date on which Client has access to any of the Software and/or Services.

15.23 *"Implementation Services"* means those Services set out on the Order Form as "Implementation and One Time Fees" and further described in a Statement of Work.

15.24 "*Implementation SOW*" *or* "*Implementation Statement of Work*" means the Statement of Work detailing the Implementation Services provided by Dayforce;

15.25 *"Intellectual Property"* means all intellectual property rights (including all copyrights, patents, trademarks, trade secrets, industrial designs and know how) and all applications, continuations, extensions, notices, licenses, sublicenses, agreements and registrations thereof in any jurisdiction.

15.26 *"Losses"* means actual damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees).

15.27 "*Number of Employees*" means the number of Employee records in the Client's Subscription Service account.

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

15.29 *"One Time Fees"* means those Fees set forth in the Order Form under the heading "One Time Fee Table", including those Fees payable for the Delivery Assurance Services / Implementation Services, or are otherwise identified or understood to be one time or non-recurring Fees, including any Fees payable with respect to Change Requests.

15.30 *"Order Form"* means an order form signed by Client and Dayforce for Services, including any addenda and supplements thereto.

15.31 *"Parties"* means collectively Client and Dayforce and each is a "Party".

15.32 "*Professional Services*" means any implementation, development, professional, transition and general consulting Services to be provided by Dayforce to the Client pursuant to the terms hereof and an Order Form, Change Request, or SOW, as applicable.

15.33 *"Rate Sheet"* means the Rate Sheet for ad hoc / ancillary charges for additional work and/or disbursements by Dayforce, currently available at https://contractsportal.dayforce.com/annual-subscription/rate-sheet and incorporated herein by reference. Dayforce reserves the right to change the list of items and/or charges on the Rate Sheet from time to time by posting an updated copy on the above site.

15.34 "*Recurring Fees*" means those Fees set forth in the Order Form under the "Subscription Fee Table", "Hardware & Clock Fee Table" and "Other Recurring Fee Table" or are otherwise identified or understood to be Fees which are payable on the periodic recurring basis stated in the Order Form;

15.35 *"Sanctions"* means any economic or financial sanctions applicable to any person, entity or country under the laws or regulations of the United States, including those administered by the United States Department of the Treasury's Office of Foreign Assets or the United States Department of State, the United Nations Security Council, the European Union, any European Union member state, Her Majesty's Treasury of the United Kingdom, Australia, Canada or any competent authority in the Territory where the Services are provided.

15.36 *"Sanctioned Person"* means (a) any person or entity in any Sanctions-related list of designated persons maintained by OFAC, the United Nations Security Council, the European Union, any member state of the European Union, the United Kingdom, Australia, or Canada, (b) any person or entity operating, organized or resident in any country or territory subject to comprehensive Sanctions, (c) the government of a country or territory subject to comprehensive Sanctions or the Government of Venezuela, or (d) any entity owned or controlled by, or acting for or on behalf of, such person or persons;

15.37 *"Service Level Agreement"* means the Service Level Agreement Service Particular, available at: https://contractsportal.dayforce.com/annual-subscription/service-particulars.

15.38 *"Service Particulars"* means, with respect to each Service included on an Order Form, the description and terms specifically applicable for such Service, currently available at https://contractsportal.dayforce.com/annual-subscription/service-particulars and incorporated by reference.

15.39 *"Service Term"* means, with respect to each Service, the period of time set out in the applicable Order Form or Service Particulars and any renewals for such Service.

15.40 *"Service(s)"* means the Dayforce products and/or service(s) set forth on the applicable Order Form as may be further described in a Service Particular and/or Statement of Work, but specifically excluding any Third-Party Materials.

15.41 *"Software"* means any software program(s) licensed or provided by Dayforce to Client through which the Service will be provided as set out on an Order Form, together with all Modifications and New Versions (as defined in the Service Level Agreement), as such Software may be more particularly described in the Service Particulars or Statement of Work, but specifically excluding any Third Party Materials.

15.42 *"Statement of Work"* or *"SOW"* means a statement of work between Client and Dayforce, setting forth in detail the work, services and deliverables to be provided by Dayforce in respect of any Professional Services work.

15.43 *"Subscription Services"* means the hosted Dayforce services that are ordered by Customer under an Order Form and made available by Dayforce as described in the Service Particulars and Documentation.

15.44 *"Subscription Start Date"* means the date described on the applicable Order Form that the relevant Subscription Service begins.

15.45 "*Support Services*" means the standard support program described in the Service Level Agreement.

15.46 *"Taxes"* means all sales taxes, value added taxes, goods and services taxes, business transfer taxes, withholding taxes or any other taxes now or hereafter imposed by any governmental authority with respect to the provision of the Services to Client, but excluding Dayforce's taxes for income derived under the Agreement.

15.47 *"Terminated Employees"* means the individuals corresponding to the employee records in the Client's Subscription Service account that have a terminated status, including full-time and part-time employees as well as any contingent labor or contractors, or any other individual in respect of whom information is being recorded and all other users who are accessing the Software or database relating to the Services (for the purposes of

these Service Particulars, each will be considered a "Terminated Employee") (if Client has subscribed for Dayforce Alumni Management, those that have a terminated status beyond thirty-six (36) months at any given time).

15.48 *"Territory"* means the territory or territories in respect of which the Services are to be provided, as identified in the Order Form.

15.49 "*Third party Implementation Provider*" means a third-party trained in the Dayforce product and implementation methodology who Client contracts with to perform implementation services and/or deliverables to be provided. For greater certainty, this is not intended to refer to a Dayforce subcontractor.

15.50 *"Third Party Material(s)"* means third party content and technology that is made available through or in connection with the Services and that is licensed under Third Party Terms.

15.51 *"Third Party Terms"* means separate license and use terms that are identified in the Services and/or Service Particulars and that apply to Third Party Materials.