dayforce

SERVICE PARTICULARS
DAYFORCE CLOCK TERMS

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

1. CAPITALIZED AND DEFINED TERMS

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

1.2 As used herein:

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

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

2. CLOCK TERMS

2.1 Installation of Purchased or Subscription Clocks from Dayforce

2.1.1 Dayforce's Obligations. Dayforce will:

(i) deliver Dayforce Clocks to Client in good working condition. Dayforce Clocks will be shipped upon the initial project kick-off – clock discovery meeting, or for orders placed after project kick-off – clock discovery, immediately upon order placement;

(ii) perform Clock configuration setup, including:

- (a) badge testing and verification;
- (b) adding Dayforce Clocks to the Client Dayforce environment;
- (c) assisting Client with connecting terminals and test planning;
- (d) training Client administrators on system functionality and setup;

(iii) make all corrections necessary to bring terminal(s) into compliance with the applicable specifications; and

(iv) provided Client is current on the mandatory maintenance fees for the Dayforce Clocks, provide maintenance services for Dayforce Clocks which Dayforce currently supports. Such maintenance services shall consist of support, periodic updates to firmware, and updates to interfaces for the Software which Dayforce currently supports. If necessary (in Dayforce's sole discretion) and provided Client is current on the mandatory maintenance fees for the Dayforce Clocks, Dayforce will provide emergency replacement of terminal(s) that Dayforce stocks in the normal course of business.

(v) Client acknowledges that Dayforce's obligations under Section 2.1.1(iv) of the Dayforce Clock Terms shall only apply to Dayforce Clocks which meet the current minimum software and system requirements needed to use Dayforce Clocks, as identified by Dayforce and updated from time to time.

2.1.2 Client's Obligations. Client will:

(i) make available a suitable place of installation, adequate power and surge protection, and cabling. Client is responsible for location and mounting of the terminal(s) in compliance with accessibility laws and all building codes;

(ii) install and test terminal(s);

(iii) provide badges for testing and validation as needed;

(iv) provide business requirements necessary for configuration and operation of terminals;

(v) provide technical resources as required to perform physical configuration of the Dayforce Clocks, where needed, such as static IP addresses or other network settings;

(vi) confirm network connectivity with terminals;

(vii) test all system functions;

(viii) perform steps to enroll Employees for facial or biometric authentication with Dayforce's assistance;

(ix) complete administrator training;

(x) within fifteen (15) days of the receipt of terminal(s), notify Dayforce of any material Defect (as defined in the Service Level Agreement) in terminal(s). If Client does not send written notice of the occurrence of a material Defect within such fifteen-day time period, Client will be deemed to have accepted terminal(s);

(xi) return any subscription hardware within fifteen (15) days upon termination of these Service Particulars. Dayforce Clock subscription fees will continue to accrue until all hardware has been returned.

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

2.1.4 If applicable, subscription fees will begin to accrue immediately upon shipment of the subscription Dayforce Clocks, and are required for a minimum period of twelve (12) months. . Subscription fee accrual will not be terminated without an approved return merchandise authorization and will continue until Dayforce receives all Dayforce Clocks. If Client places the implementation on hold for any reason, Dayforce Clock subscription fees will continue to apply.

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

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

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

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