dayforce

SERVICE PARTICULARS
DAYFORCE MANAGED SERVICES

(APPLICABLE TO DAYFORCE MANAGED SERVICES PURCHASED BY CLIENT AS REFLECTED IN THE ORDER FORM)

1. These Service Particulars apply to all Managed Services regardless of the specific Managed Services purchased. Managed Services are intended for the administration of employee payroll and/or benefits and do not apply to non-employees such as contractors. Client remains solely responsible for determining whether an individual is an employee or contractor.

2. Capitalized and Defined Terms. 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). As used herein:

2.1. "*Check*" within the context of a process means a thorough examination to test or ascertain accuracy, quality, or satisfactory condition;

2.2. *"In-Scope Services"* means those Managed Services purchased by the Client. For example, a Client can purchase both Managed Payroll and Managed Benefits then both would be "In-Scope Services", but if the Client only purchased Managed Payroll (and not Managed Benefits) or vice versa, then only Managed Payroll or Managed Benefits (depending on what was purchased) would be "In-Scope Services" for the purposes of configuration, testing, file management and the provision of Managed Services;

2.3. *"Input Data"* means all necessary data and information which Client must provide to Dayforce in order for Dayforce to provide the Services, whether relating to any period prior to the Effective Date or thereafter;

2.4. "*Managed Benefits*" means where Dayforce creates, modifies, and configures any of the following (if in scope): workflows relating to benefits and configuration related to open enrollment, including carrier feed changes, carrier information, payroll mappings, eligibility, plans, participants, and rate changes;

2.5. "*Managed Payroll*" means where Dayforce creates, modifies, and configures any of the following (if in scope): entitlements, time entry policies, pay policies, payroll policies, pay classes, pay types, pay categories, payroll calendar, payroll mappings, Client payroll properties, HR data mapping rules, employee policies, employment statuses, attendance policies, payroll delivery packages, payroll mappings, earning definitions, deduction definitions, pay codes, retirement/pension plans, superannuation, legal entities, pay groups changes, third party payee setup, and Client banking set-up. In addition, import and export files, and workflows relating to payroll;

2.6. "*Managed Services*" means any one or more of the following as purchased by Client: (a) Managed Benefits, (b) Managed Payroll, (c) Managed Employee Contact Center, and (d) Manager Contact Center, as applicable; and

2.7. "*Processing Schedule*" means the processing calendar that Dayforce and Client must agree upon annually which, details the Payroll processing schedule for the next year. Unless otherwise agreed by the Parties, Client must (i) provide the file(s) two (2) Business Days prior to the Payroll commit date and (ii) lock and approve time in Dayforce (if applicable) or send time and attendance file(s) if using a third-party provider, one (1) Business Day prior to the commit date.

3. A detailed description of all elements, processes, roles and responsibilities associated with the In Scope Services will be set out in the service manual (the " Service Manual"). The Service Manual is a standard document that sets forth and defines the working details (and the roles, responsibilities and time frames in respect thereof) in relation to the In-Scope Services. All parties acknowledge and agree that the Service Manual is incorporated into and becomes part of the Agreement. The form of the Service Manual will be as prescribed by Dayforce. Client acknowledges that it has been presented with general information as to the intended nature and content of the Service Manual (including further details as to the areas outlined above) and is in agreement with such general information it has received to date. The Parties will cooperate with each other and act in good faith in an effort to finalize the Service Manual prior to the Go Live Date.

4. Service Contacts. Dayforce and Client will each appoint a person to act as its primary contact for the In-Scope Services (the *"Service Contact"*) who will be responsible for coordinating and supervising all matters relating to the delivery of the In-Scope Services. In this regard, the Service Contact will serve as the primary contact person and focal point for all communications generally pursuant to these Service Particulars and the Service Manual, including communicating, in a timely fashion, to all affected persons (including informing the proper persons within their organization) of issues and decisions regarding the delivery of the In-Scope Services.

4.1. While the Service Contact appointed by Dayforce is responsible for ensuring the Service Manual is maintained, Service Contacts representing each of Dayforce and Client must agree on any amendments thereto. Each of the Service Contacts will keep their respective organizations informed of any such changes. The Service Contacts must ensure that any changes to strategic direction, processes, systems, business rules, or other changes or requirements that impact the In-Scope Services, are reflected in the Service Manual.

4.2. The Dayforce Service Contact's responsibilities include the following:

4.2.1. notify Client of any issues known to the Dayforce Service Contact that may impact the normal performance of the In-Scope Services, including the accuracy or timeliness of the delivery or transmission of data, or reports or Payments, and provide an estimated time as to when the issue will be resolved;

4.2.2. use commercially reasonable efforts to resolve any incidents, problems and/or changes reported by Client Service Contact in a timely manner, and obtain Client's acceptance of such resolution;

4.2.3. advise Client in writing of any Dayforce organizational changes which may impact the In-Scope Services.

4.3. Client Service Contact's responsibilities include the following:

4.3.1. manage the timeliness of Input Data in accordance with the Processing Schedule;

4.3.2. coordinate internal communications;

4.3.3. provide Dayforce with a list of those persons authorized to provide and confirm information required under these Service Particulars (including Input Data) and all matters in relation thereto, and advise Dayforce in writing of any changes to such authorized personnel;

4.3.4. advise Dayforce in writing of all Payroll business rules prior to the initial set-up of the In-Scope Services, and of any subsequent amendments to such Payroll business rules at least ten (10) Business Days prior to the next scheduled Payroll cut-off date;

4.3.5. advise Dayforce in writing of any changes to Client's company policy, process, business rules or systems within a reasonable amount of time to allow Dayforce to determine and execute the work required to accommodate any such changes;

4.3.6. advise Dayforce in writing of any incidents, problems, and/or changes relating to the In-Scope Services;

4.3.7. advise Dayforce in writing of any changes in address, email or relevant telephone numbers for Client;

4.3.8. advise Dayforce in writing of any changes to Client's name or of any acquisitions of businesses that Client makes, affecting the In-Scope Services;

4.3.9. advise Dayforce in a timely fashion of any other changes, events, occurrences or matters whatsoever that Client, in its reasonable opinion, believes may affect the In-Scope Services;

4.3.10. Where applicable, submit annual reporting for Worker's Compensation Board(s) and Health Taxes to applicable agencies;

4.3.11. Reconcile/verify any third party invoices to ensure remittances are being made.

5. Escalation. Client and Dayforce will promote a strong and positive working relationship between the employees of each Party. Normally, all issues will be resolved at the working management level. The Service Contacts will consult with one another to resolve the issue to a standard and in a time frame acceptable to both Parties. If the Service Contacts are unable to reach a resolution within a time satisfactory to either Party, the matter may be escalated in accordance with the Service Manual.

6. Application and Service Changes and Access to the Application.

6.1. Within a Managed Services environment, changes to processes and the application configuration must be controlled by the Parties to help ensure proper delineation of responsibilities and reliability of service. Therefore, access to certain areas of the application related to In-Scope Services will be restricted to Dayforce employees. Configuration activities relating to In-Scope Services will be charged at Dayforce's then current rate (provided that Dayforce shall provide notice to Client in the event that such configuration is not covered as a standard service).

6.2. Upon request of Client and as a revocable exception to be granted or declined at Dayforce's sole discretion, Dayforce may grant to Client expanded role access to Authorized User(s) designated by Client, for their sole use. The expanded role access may grant the user access to view, enable, disable, edit and configure certain areas of the Client's Dayforce instance, which, under this section, are not typically accessible. The Parties acknowledge certain compliance risks with providing this access to Client, including balance, payment, benefit, payroll tax, and reporting inaccuracies, which could lead to employee claims, statutory penalties, interest, settlement costs, attorney's fees associated with defending the foregoing. Client agrees to indemnify Dayforce and not to hold Dayforce responsible for any liability associated with Client's actions or omissions arising from the expanded role access, including but not limited to unintended and/or erroneous impacts to Client's managed employees within the Dayforce application. Client acknowledges that corrections needed resulting from Client's expanded role access may result in additional professional services work being required from Dayforce in the future, and such services will be charged for at Dayforce's then-current fees for professional services work.

6.3. **Client's Service Contact or authorized party will provide direction and approval for all changes and will validate that output aligns with Client's expected results.** Items not listed in these Service Particulars and not listed in the Service Manual are out of scope and are the responsibility of Client. Dayforce requires the following changes be completed by Dayforce employees at the direction of Client's Service Contact when functionality resides in the Software:

6.3.1. Managed Payroll (if in-scope). Dayforce may offer different tiers of Managed Payroll Service(s) to assist clients with their payroll administration. Where different tiers are offered, the applicable tier purchased by Client will be indicated on its Order Form. Please see the Service Manual for details on what is included with the tier purchased by Client. In addition to the items detailed in the Service Manual the following also apply to the Managed Payroll Services:

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

6.3.3. Off-cycle, On-Site and Manual Paychecks. Wherever possible payments will be made during the regular pay-cycle. Nevertheless, off-cycle activities are a part of a typical payroll year and as such, some off-cycle activities are included as part of the Managed Service at no additional cost. Off-cycles that are excluded, as defined below, are driven by process issues and errors on Client side and Client-specific needs. The following table describes what is included and excluded in the Subscription Fee. Certain included items will be limited to specific amounts depending on tier of service purchased by Client where applicable. Excluded off-cycles will be billed according to the Off Cycle Exclusions fees set forth in the Rate Sheet. Individual off-cycles exceeding 2.5-hours' effort will only be executed after receiving Client approval.

Included in Subscription Fee	Excluded from Subscription Fee (subject to extra Fees)
Off-cycle activity driven by: • Scheduled annual bonus payments; • Union driven payments required by collective agreements (limited to one suffix run per week); • Year-end special runs (see Service Manual for number of special runs included in the specific tier purchased by Client. The number of special runs allocated in each tier is per pay group per year); • Runs to correct a Dayforce issue or error.	Off-cycle activity driven by: • Client errors; • Missed / late data requiring an off-cycle; • Union negotiation driving retro adjustments (e.g., new collective agreement); • Ad-hoc special payments (including for stock options) that are not included in the left-hand column (any requirement that effectively creates a daily payroll cycle);

6.3.4. Garnishment (Wage Attachment) Administration (if in-scope). In addition to the items detailed in the Service Manual related to managed garnishment(s):

(i) Electronic Income Withholding Orders (e-IWO). Clients using Dayforce's garnishment administration for US employee populations are required to use and sign up for e-IWO;

(ii) Client must forward copies of any garnishment order to Dayforce no later than three (3) Business Days after Client receives the order (and in the case of e-IWO, directly via Office of Child Support Enforcement);

(iii) Client shall be responsible for the accuracy and completeness of wage garnishment orders and information provided to Dayforce;

(iv) Client shall provide direction to Dayforce if garnishment orders need clarification or legal interpretation;

(v) Client shall remit payment and required reporting to payees as specified in the garnishment order in the applicable Territories, as more fully described in the Service Manual;

(vi) Client shall review garnishment reports to ensure receipt of and identify issues with garnishments and must notify Dayforce immediately of any discrepancies or errors for investigation;

(vii) Client shall notify Dayforce 3 weeks in advance of any bonus runs or lump sum payments;

(viii) The managed garnishment service does not include Dayforce appearing in court on behalf of Client or any activity that constitutes the practice of law. Client shall be responsible for appearing in court or any activity that constitutes the practice of law;

6.3.5. Expatriate Support (if in-scope). Dayforce will assist Client to report and remit funds withheld from the taxable income of: outbound residents of the United States and Canada and/or non-residents who perform services in the United States or in Canada (referred to as "Expatriate Employees"). This Service includes maintenance of manual records of payments and payroll tax filing to identified government agencies. In addition to the items detailed in the Service Manual:

(i) Client shall be responsible for obtaining expert advice for remittance instructions (e.g., payroll taxes, source deductions) and workers compensation registration and eligibility;

(ii) Client shall provide employee information including earnings, taxable benefit details and deduction values to Dayforce in the currency where the gross to net calculations are being performed (Dayforce will not perform foreign exchange calculations);

(iii) Client shall calculate hypothetical tax adjustments, if applicable;

(iv) Client shall provide manual details of any adjustments, and relocation type payments to update the employee profile at Dayforce according to the agreed payroll Processing Schedule deadlines.

6.3.6. Employee Overpayments, In addition to the items detailed in the Service Manual:

(i) Client shall be responsible for managing any overpayment process (communication, tracking, etc.) for employees;

(ii) Client shall be responsible for issuing notice(s) of overpayment to employee(s);

(iii) Client shall be responsible for adjusting future payments or establish a repayment plan;

(iv) Client shall be responsible for obtaining any required permission from, and provide legal notices to, employees that are required to carry out any pay adjustments or repayment plans in the applicable jurisdiction.

6.4. Managed Benefits (if in-scope): This section applies to clients who have purchased Dayforce Managed Benefits as stated in the Order Form. Dayforce may offer different tiers of Managed Benefits Service(s) to assist clients with their benefits administration. Where different tiers are offered, the applicable tier purchased by Client will be indicated on its Order Form. Please see the Service Manual for details on what is included with the tier purchased by Client. In addition to the items detailed in the Service Manual the following also apply to the Managed Benefits Services:

6.4.1. Client is responsible to coordinate changes to the Software, benefits policies and plans with Dayforce to ensure the continuity of the Service, accuracy and quality. If rework is required due to a lack of timely coordination, Dayforce reserves the right to charge for any required rework at Dayforce's then current rates;

6.4.2. Client is responsible for determining eligibility/cost formulas, benefit rules and supply rates related to employees;

6.4.3. Client is responsible for receiving and processing EOI forms, and communicate determinations to participants and Dayforce;

6.4.4. Client is responsible for testing the Software;

6.4.5. Client is responsible for data transmission to carriers where carrier cannot accept an automated data feed or if feeds are delayed after Go-Live from Dayforce or where a manual process is required;

6.4.6. For benefit carrier data feeds, Client is responsible for (i) identifying, reviewing and resolving discrepancies and errors in enrollment data prior to scheduled reporting to carriers / vendors and (ii) processing expedited/emergency enrollments on behalf of employee/dependent.

6.4.7. Client will retain edit access to Employee Benefit Information in Dayforce (Available in the US and Canada only):

(i) Role Authorizations tab > Employee Benefit Information (ability to create, read, edit, delete)

(ii) Role Features > Application Container > People > Employee Profile > Benefits > Benefits Elections

6.4.8. This access includes the ability for the Client to edit employee level benefit coverage details, enrollment information and benefits. Client is responsible to coordinate changes to employee level details and communicate the same to Dayforce to ensure the continuity of Service, accuracy and quality. Client agrees not to hold Dayforce responsible for any liability associated with Client's actions or omissions arising from the above edit access, including but not limited to unintended and/or erroneous impacts to Client's managed employees within the Dayforce application. Client acknowledges that corrections needed resulting from Client's edit access may result in additional professional services work being required from Dayforce in the future, and such services will be charged for at Dayforce's then-current fees for professional services work.

6.5. Managed Employee Contact Center (if in-scope): Dayforce will provide Client's employees with contact center support to answer questions concerning the In-Scope Services. The contact center will be available Monday through Friday between 9:00 a.m. and 5:00 p.m. Local Time (excluding holidays). Pricing for inquiry volumes are based on an average inquiry volume amount for (a) Managed Payroll equal to seven per cent (7%) of the Number of Employees per year and/or (b) for Managed Benefits equal to five per cent (5%) of the Number of Employees per year. If both Managed Payroll and Managed Benefits are purchased, the total inquiry volume will be eleven per cent (11%) of the Number of Employees per year. Inquiry volume will be reviewed at the end of each contract year. Inquiry statistics will be provided on a quarterly basis. If the volume exceeds five per cent (5%) of the original agreed upon volume, Dayforce reserves the right to charge for the additional inquiries. Client and Dayforce agree to work collaboratively to minimize

inquiry volume. Please refer to the Service Manual for details on additional items that apply to Employee Contact Center service for Managed Payroll and/or Managed Benefits.

6.6. Manager Contact Center (if in-scope): Dayforce will provide Client's employees with contact center support to answer questions concerning the In-Scope Services. The contact center will be available Monday through Friday between 9:00 a.m. and 5:00 p.m. Local Time (excluding holidays). Pricing for inquiry volumes are based on an average inquiry volume amount for Managed Payroll equal to six per cent (6%) of the Number of Employees per year. Inquiry statistics will be provided on a quarterly basis. If the volume exceeds five per cent (5%) of the original agreed upon volume, Dayforce reserves the right to charge for the additional inquiries. Client and Dayforce agree to work collaboratively to minimize inquiry volume. Please refer to the Service Manual for details on additional items that apply to Manager Contact Center services.

7. Submission of Data. Client shall forward to Dayforce the necessary Input Data to complete the In-Scope Services, which Input Data shall be provided to Dayforce as specified in the Processing Schedule to allow Dayforce adequate time to complete required processes. Without limiting any other term in the Agreement, Client shall be responsible for the accuracy and completeness of the Input Data submitted and for any errors in and with respect to Input Data. Dayforce reserves the right to charge Client a Fee (as set forth in the Order Form and/or Rate Sheet) for any late submission of Input Data. These Fees will be assessed on a quarterly basis. If Dayforce does not charge the Fee within thirty (30) days after the end of the quarter, Dayforce will not retroactively charge Client for previous quarters.

8. Reporting. Client will be provided access to the Dayforce reporting tool to access standard reports and to create ad hoc reports. Creation of custom reports by Dayforce, including the development of SQL-based expressions, will be charged at Dayforce's then current rate.

9. Agency Audits, Penalties and Judgments. Time spent providing support to Client (beyond Dayforce's obligations as set forth herein) related to agency audits, inquiries, penalties and judgments resulting from Client errors or processing directives will be charged at Dayforce's then current rate (provided that Dayforce shall provide notice to Client in event that such activities are not covered as a standard service).

10. Third Party Relationships. Dayforce shall be responsible for managing any applicable third-party relationships with Dayforce partners and contractors. Client shall be responsible for managing any applicable third-party relationships with non-Dayforce partners and contractors.

11. Client understands and agrees that the Services are designed to assist Client in complying with applicable laws and governmental regulations. Client remains solely responsible for all decisions affecting its employees and for using the Services in accordance with applicable law, professional guidelines, and privacy requirements in all jurisdictions where Client operates. Client shall monitor changes to those laws applicable to Client's business, interpret applicable laws and regulations, determine the requirements for compliance, and notify Dayforce of any changes required as a result of such laws. Client shall conduct regular audits of Client's use of the Service. CLIENT ACKNOWLEDGES AND AGREES THAT THE SERVICES DO NOT CONSTITUTE, AND SHALL NOT BE RELIED UPON BY CLIENT, AS LEGAL OR FINANCIAL, ADVICE. CLIENT WILL NOT RELY SOLELY ON ITS USE OF THE SERVICES TO MEET ITS COMPLIANCE OBLIGATIONS.

12. For those Territor(ies) and Service(s) not listed as being offered by Dayforce herein or in the Service Manual, Client may be required to contract with a local in-country partner for any such desired Territory(ies) and Service(s).