ADP Workforce Now Comprehensive Agreement

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PBC Sales Order
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MWBE Plan Approval
Certificate of Liability Insurance (2 pages)
Neal & Leroy Form & Legality Approval
Board of Directors Back-up for ADP Agreement



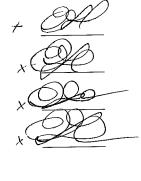
ADP WORKFORCE NOW® COMPREHENSIVE SERVICES AGREEMENT

This ADP Workforce Now[®] Comprehensive Services Agreement ("Agreement") dated <u>5/19/2015</u> (the "Effective Date"), is by and between <u>Public Building Commission</u> with offices at <u>50 W Washington Ste 200, Chicago, IL, 60602</u> ("Client") and ADP, LLC with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 ("ADP").

Client desires ADP to provide certain services and ADP desires to provide such services to Client, all as provided in this Agreement.

THEREFORE, upon the terms and subject to the conditions set forth in this Agreement and intending to be legally bound, the parties hereto agree as follows:

ADP will provide to Client and Client shall receive from ADP, upon the terms and conditions set forth in this Agreement and in accordance with the sales order (the "Sales Order") signed by Client, the Services (as such term is defined in Annex A) specified in this Agreement. This Agreement includes this cover page signed by both parties, the terms and conditions set forth in each of the Annexes selected by Client and initialed below and any Amendment (as such term is defined in Annex A). Each Annex initialed below and any Amendment is incorporated into this Agreement by this reference as if set forth in this Agreement in full.



ANNEX A: GENERAL TERMS AND CONDITIONS (together with STATEMENTS OF CORE AND OPTIONAL SERVICES) (Client Initials Required)

ANNEX B: ADP WORKFORCE NOW® COMPREHENSIVE HR STATEMENT OF SERVICES (If Elected, Client Initials Required)

ANNEX C: ADP WORKFORCE NOW® COMPREHENSIVE BENEFITS (together with STATEMENT OF CORE AND OPTIONAL SERVICES) (If Elected, Client Initials Required)

ANNEX D: ADP WORKFORCE NOW® COMPREHENSIVE PAYROLL (together with STATEMENT OF SERVICES) (If Elected, Client Initials Required)

ANNEX E: SCREENING AND SELECTION SERVICES (If Elected, Client Initials Required, Pay By Use)

x **90**

ANNEX G: ADP FSA, HSA AND COMMUTER BENEFITS SERVICES (If Elected, Client Initials Required)

ANNEX L: ADP ESSENTIAL ACA (If Elected, Client Initials Required)

BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT THEY HAVE REVIEWED THE ENTIRE AGREEMENT INCLUDING THE TERMS AND CONDITIONS IN EACH ANNEX CORRESPONDING TO SERVICES PURCHASED PURSUANT TO THE SALES ORDER.

IN WITNESS WHEREOF, ADP and Client have executed this Agreement to be effective as the Effective Date set forth above.

ADP, LLC Barry K. Joseph (Signature of Authorized Representative) Barry K. Isroff (Name - Please Print) Output Output District Manuals (Date)	(Signature of Authorized Representative) ELIA LAVIA CABOLAR OI (Name - Please Print) EXECUTIVE DREATOR (Date)
	Federal I.D. Number



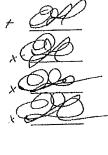
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ADP, I.L.C Fam K. Son H (Signature of Authorized Representative) Barry K. I. S. C. F. F. (Name - Please Print) District Manual S. 5-26-15 (Title) (Date)	CLHENT: PUBLIC BUILD MIG (DWAMES) (Signature of Authorized Representative) ELIN LAVINI CARE, IAR IN (Name-Please Print) EXECUTIVE DRIETTER 5-26-15 (Title) (Date)
(Hay)	Federal I.D. Number



ANNEX A ADP Workforce Now® Comprehensive Services **Terms and Conditions** (together with Statements of Core and Optional Services)

1. CERTAIN DEFINITIONS

Unless otherwise specified, any reference in this Annex A to a section or subdivision is a reference to a section or subdivision of this Annex A. Capitalized words used in this Agreement but not otherwise defined herein shall have the meanings set forth below.

- "ADP Products" mean (i) the computer software programs and modules delivered, or otherwise made available, to Client as part of the Services, other than pre-packaged third-party software, (ii) all manuals and related documentation generally provided or made available by ADP to Client in connection with such computer software programs and modules, (iii) tutorials and other training materials provided or made available by ADP to Client, (iv) all ADP provided manuals, and (v) other documentation related to the foregoing.
- "ADP Internet Services" means any Services provided through the Internet, including any Services offered through ADP Workforce Now.
- "ADP Workforce Now" means ADP's web-based portal that provides a single point of access to ADP online solutions and C. employee-facing websites and resources related to payroll, HR and benefits, and time and attendance.
- "Amendment", means a written supplement or addendum to this Agreement, signed by Client and ADP, describing additional Services to be provided by ADP to Client or amending the terms and conditions set forth in this Agreement.
- "Client" means Client and its affiliates receiving Services and ADP Products under this Agreement. For purposes of this Agreement, "affiliate" means, with respect to any individual, corporation or partnership or any other entity or organization (a "person"), any person that controls, is controlled by or is under common control with such person in question. For purposes of the preceding definition, "control" as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or by contract or otherwise.
- "Client Content" means (i) payroll, benefits, human resources and similar information provided by Client or its employees or plan participants, including transactional information, (ii) all Client information stored on ADP cloud storage service, as well as (iii) Client's trademarks, trade names, service marks, logos and designs provided by Client (the "Authorized Marks") which ADP includes, either directly as part of its set-up services or through Client or any of its employees or plan participants, in any ADP Internet Services.
- "Client Infringement Exclusion" means (i) any change, or enhancement in the ADP Products made by Client or any third party for the Client other than at the direction of ADP, (ii) Client's use of the ADP Products except as permitted under this Agreement or in combination with any hardware, software or other materials not expressly authorized by ADP where absent such combination the ADP Products would be non-infringing, (iii) Client's use of other than the most current release of the ADP Products that results in a claim or action for infringement that could have been avoided by use of the current release, provided that ADP has supplied Client with the most current release at no additional fee, or (iv) the provision by Client to ADP of materials, designs, know-how, software or other intellectual property with instructions to ADP to use the same in connection with the Services.
- "Confidential Information" means all information of a confidential or proprietary nature, including pricing and pricing related information and all personally identifiable payroll and employee-level data, provided by the disclosing party to the receiving party for use in connection with ADP Products or Services, or both, but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.
- "Initial Term" means the period beginning as of the Effective Date and ending two (2) years after the date of Client's first monthly billing cycle pursuant to Section 3C below.
- "Payment Services" means any Services that require ADP, as part of such Services, to impound funds from Client's bank account to pay Client's third-party payment obligations (e.g., Tax Filing Services, Wage Garnishment Processing Services, ALINE Card, Full Service Direct Deposit Services and/or ADPCheck™ Services).
- "Renewal Term" means each additional one (1) year period after the Initial Term.
- "Services" means the services described in each Annex elected by Client under this Agreement or Amendment and any other services offered pursuant to this Agreement and that ADP provides to Client at Client's request.
- "Term" means, either individually or collectively, the Initial Term and each Renewal Term.

THE SERVICES

Use of Services. Client agrees to the following regarding its use of Services: (i) Client shall use Services in accordance with the instructions and reasonable policies established by ADP from time to time and communicated to Client; (ii) Client shall use Services only for its internal business purposes; (iii) to the extent Client elects to decline any Services, relies on its own provision of Services, or delegates the performance of any such Services to a third party, ADP will not be responsible for such Services and Client will be solely responsible; (iv) Client shall not provide, directly or indirectly, Services or any portion thereof to any other party; (v) Client shall not provide service bureau or other data processing services that make use of the Services or any part thereof without the express written consent of ADP; (vi) Client shall be responsible for ensuring that Client and its employees that access ADP Internet Services (including any of the Services offered through ADP Workforce Now) or use any Services to be provided hereunder comply with all the terms of this Agreement and any online terms (the "Online Terms") or other accompanying documentation ("Additional Terms"); (vii) Client, and not ADP, will remain solely responsible for all decisions affecting its employees; (viii) Client will remain responsible for the manner in which it uses Services, including the manner in which it interprets and acts upon any guidance or recommendation provided by ADP; (ix) Client understands and agrees that the Services are intended for use in the U.S. only for employees located in the U.S. unless otherwise permitted under this Agreement or ADP otherwise consents in writing; (x) Client will be responsible for the consequences of any instructions Client may give to ADP; and (xi) ADP may suspend access to Services by any employee or plan participant of Client if ADP has reason to believe that such employee or plan participant has violated such terms or is otherwise using any Service in an inappropriate manner. Services may include the provision of certain ADP Products and Client shall comply with the terms of this Agreement related to such ADP Products. All Services provided hereunder may be modified from time to time at ADP's sole discretion; provided, however, that any such modifications will not delete or have a material adverse impact on any of the Services Client is receiving. The Services are hosted in the United States and are for use in the United States only, except that the HR and/or Talent modules of ADP Workforce Now (but specifically excluding the PureSafety and SkillSoft eLearning Courses accessible through the Comprehensive Learning Content Management Tool, LifeCare, EAP and employee perks services, and any other modules/tools that ADP, in its sole discretion, determines shall not be accessible to Client employees located outside the United States) may be accessed and used by Client from the countries specified on the "Approved Country List" which may be viewed at www.productdescription.majoraccounts.adp.com (which may be modified from time to time). Clients may also utilize the WFN HR module for storage of employee data for its employees located outside the United States, however Client shall determine whether such storage is permitted by any applicable data privacy or other laws pursuant to Section 2D below.

- B. Accuracy of Client Information, Review of Data. All Services provided hereunder will be based upon information provided to ADP by Client (including proof of federal, state and local tax identification). Upon receipt from ADP, whether electronically or otherwise, Client will promptly review all disbursement records and other reports prepared by ADP for validity and accuracy according to Client's records and Client agrees that it will promptly notify ADP of any discrepancies (but in any case before distributing any paychecks or relying on any such disbursement records or reports). To help prevent employee fraud, ADP recommends that Client have someone, other than its designated payroll contact, promptly and thoroughly review its disbursement reports to enable Client to spot and correct errors and inconsistencies.
- C. Protection of Client Files and Transmission of Data. ADP maintains appropriate security measures to protect the personal information of Client's employees and payees consistent with applicable state and federal laws, including the Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth (201 CMR 17.00). Additionally, ADP will employ commercially reasonable storage (including backup, archive and redundant data storage, on-site and off-site) and reasonable precautions to prevent the loss of or alteration to Client's data files and/or Client Content in ADP's possession, but ADP does not undertake to guarantee against any such loss or alteration. ADP is not, and will not be, Client's official record keeper. Accordingly, Client will, to the extent it deems necessary, keep copies of all source documents containing the information delivered to ADP (including printouts or electronic copies of Client Content input into any ADP Internet Services). In the event that Client elects to use an application programming interface ("API") to provide, or requests that ADP provide any Client Content or employee or plan participant information to any third party or to any non-U.S. Client location, 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.
- D. Compliance with Laws. Client shall not use or access the Services or the ADP Products in any way that violates any applicable international, federal, state or local laws and/or regulations. Client acknowledges that the Services are designed to assist Client in complying with applicable laws and governmental regulations, and that Client, and not ADP, will be solely responsible for (i) compliance with all laws and governmental regulations affecting its business and (ii) any use Client may make of Services (including any reports and worksheets produced in connection therewith) to assist it in complying with such laws and governmental regulations. Further, Client is responsible for complying with all applicable data protection laws and represents that it has obtained any employee consents necessary (or otherwise have complied with applicable law) to transmit the information to ADP. Client acknowledges and agrees that Services will be utilized by Client solely in the United States. Client will not rely solely on its use of the Services in complying with any laws or governmental regulations (including, but not limited to, any applicable Office of Foreign Assets Control ("OFAC") screening requirement). Each party will be responsible for complying with all requirements of applicable law or regulation (x) that affect its internal business generally and (y) regarding security breaches and suspected security breaches involving personal information stored on the computer systems of such party or its subcontractors. Payment Services are subject to the operating rules of NACHA The Electronic Payments Association ("NACHA"). ADP and Client each agree to comply with the NACHA rules applicable to it with respect to Payment Services.
- E. Services Do Not Constitute Legal or Other Advice. CLIENT ACKNOWLEDGES AND AGREES THAT THE SERVICES PROVIDED HEREUNDER (INCLUDING, BUT NOT LIMITED TO, ANY AND ALL INFORMATION, MATERIALS, FORMS AND SERVICE CENTER ACCESS) ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON BY CLIENT AS EITHER LEGAL, FINANCIAL, INSURANCE OR TAX ADVICE. TO THE EXTENT CLIENT REQUIRES ANY SUCH ADVICE, CLIENT REPRESENTS THAT IT WILL SEEK SUCH ADVICE FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING OR OTHER PROFESSIONALS. CLIENT SHOULD REVIEW APPLICABLE LAW IN ALL

- JURISDICTIONS WHERE CLIENT OPERATES AND HAS EMPLOYEES AND CONSULT EXPERIENCED COUNSEL
- FOR LEGAL ADVICE. Additional Services. If Client requests additional services offered by ADP on a commercial basis but not included in this Agreement, (i) those services will be included in an Amendment, (ii) any Services provided to Client but not included in an Amendment may be provided to Client subject to the applicable terms of this Agreement. Any Amendment is incorporated herein by reference as if set forth in this Agreement. Additional Services shall be made available at additional fees.
- G. Client Feedback. Periodically, Client will be contacted by ADP personnel to discuss the Services, complete surveys relating to the Services and/or provide client references. Subject to Client's prior approval, ADP may refer to Client's use of the Services in marketing materials and client communications relating thereto or prepare a case study or testimonial on usage to be used for marketing purposes.
- H. Document Storage. Client acknowledges that certain of the Services allow Client to store certain employee documents electronically, however ADP is not, and will not be, Client's official record keeper. Accordingly, Client will, to the extent it deems necessary, keep copies of all source documents containing the information stored electronically through the Services (including printouts or electronic copies of Client Content input into any ADP Internet Services.

FEES, TAXES & PAYMENTS

- Fees. Client agrees to pay ADP for the Services indicated on the Sales Order at the rates and for the number of employees set forth thereon for the Initial Term, assuming no changes in requirements, specifications, volumes or quantities. Total fees charged, including within the Initial Term, may change commensurate with the number of Client's employees being serviced. Client shall pay ADP for Services added by Client after the Effective Date at ADP's then prevailing prices for such Services. ADP may increase prices for Services at any time after the Initial Term upon at least thirty (30) days prior written notice to Client if such change is part of a general price change by ADP to its clients for affected items.
- Travel and Expenses. Except as may be included in the Services or otherwise specified in writing, Client shall reimburse ADP for all reasonable expenses incurred by ADP personnel in connection with services performed by such personnel under this Agreement. Upon written request, ADP will provide Client with itemized invoices with respect to such expenses. ADP will adhere to its Travel and Expense Policy (which can be made available to Client upon Client's request) as may be modified from time to time by ADP.
- C. Billing. Client will be invoiced for fees on a monthly billing cycle. If Client is purchasing Comprehensive HR alone or with any other of the Services under this Agreement, billing shall begin starting the monthly billing cycle following the initial kickoff call with Client's applicable ADP Primary Contact. 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 Effective Date. Client will pay all invoices via direct debit of funds ("DDF") pursuant to a schedule set by ADP. Client will receive a consolidated bill regardless of the number of ADP-assigned company codes attributed to Client. If Client fails to pay any amount due hereunder (whether by acceleration or otherwise) not under good faith dispute, Client, after written notice, shall pay interest at the rate of 1.5% per month (or the maximum allowed by law if less) on such past due amount from the due date thereof until the payment date. Client shall reimburse ADP for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due ADP hereunder that are not under good faith dispute by Client.
- Taxes. Client shall be responsible for payment of all taxes (excluding those on ADP's net income) relating to the provision of Services, except to the extent a valid tax exemption certificate or other written documentation acceptable to ADP to evidence Client's tax exemption status is provided by Client to ADP prior to the delivery of Services.

- Access, Privacy, Transmissions, and Security Breaches. Certain ADP Products or Services may be accessed by Client and its authorized employees and/or plan participants through the Internet at a website provided by ADP, including those hosted by ADP on behalf of Client (a "Site"). In addition, Client acknowledges that security of transmissions over the Internet cannot be guaranteed. ADP is not responsible for (i) Client's access to the Internet; (ii) interception or interruptions of communications through the Internet; or (iii) changes or losses of data through the Internet. In order to protect Client's data, if a breach of security is suspected, ADP may suspend Client's or Client's employee's or plan participants' use of ADP Products or Services via the Internet immediately, without prior notice pending an investigation.
- B. Employee Access. Client may provide access to ADP Internet Services' self-administration module to those employees it deems necessary to perform Client's administration. Client may provide access to the employee self-service module of the ADP Internet Services to any of its employees.
- Client Content. Client shall be solely responsible for obtaining all required rights and licenses to use and display Client Content and for updating and maintaining the completeness and accuracy of all Client Content. Client grants ADP a right to use Client Content for the sole purpose of performing the Services for Client. In the event that ADP makes available branding of any materials, cards and/or websites associated with the ADP Products or Services and Client requests such branding, Client grants ADP, the card issuers and any third-party service providers designated by ADP the right to display Authorized Marks, subject to Client's right to review and approve the copy prior to the use of such Authorized Marks. This authorization shall cover the term of this Agreement and, if Client is receiving ALINE Card Services, any period of ongoing use of the cards by employees after termination of this Agreement. Notwithstanding the foregoing, ADP may use the Client's and its employees' and participants' information for purposes other than the performance of the Services but only in an aggregated, anonymized form, such that neither

Client nor its employees or participants may be identified, and Client will have no ownership interest in such aggregated, anonymized data.

- ADP Content. Client understands that ADP may include informational content, forms and tools, as well as banner advertisements for ADP and/or third-party products and services, on the client self-administration portion of ADP Workforce Now as well as the employee self-service portion of ADP Workforce Now. Client may choose to suppress banner advertisements that ADP has posted to ADP Workforce Now, representing offers or promotions from ADP or ADP partnersthrough the client selfadministration portion of ADP Workforce Now. The availability and use of such content, forms and tools and banner advertisements shall be subject to the Online Terms. Client's business dealings with any third-party advertiser found on ADP Workforce Now are solely between Client and such advertiser and ADP shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on ADP Workforce Now. ADP shall have no liability to Client for any third-party software that may be accessed by ADP Internet Services.
- Password Protection. Client agrees to maintain the privacy of usernames and passwords associated with any ADP Internet Services. Client is fully responsible for all activities that occur under Client's password or Internet account. Client agrees to (a) immediately notify ADP of any unauthorized use of Client's password or Internet account or any other breach of security, and (b) ensure that Client exits from Client's Internet account at the end of each session. ADP shall not be liable for any damages incurred by Client or any third party arising from Client's failure to comply with this section.
- No Transfer, Modification, etc. Client will not assign, loan, sublicense, alter, modify, adapt (or cause to be altered, modified or adapted), reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, all or any portion of ADP Internet Services or any access or use thereof. Client will not write or modify interfaces or reports to any ADP Internet Services except as expressly authorized by ADP. CLIENT WILL NOT RECOMPILE, DISASSEMBLE, REVERSE ENGINEER, OR MAKE OR DISTRIBUTE ANY OTHER FORM OF, OR ANY DERIVATIVE WORK FROM, ADP WORKFORCE NOW.
- ADP Not Fiduciary Advisor. Client acknowledges that, in making ADP Internet Services available, ADP is not acting as an investment advisor, broker-dealer, insurance agent or intermediary or a financial or benefit planner. ADP is not providing any benefits or information related thereto.
- H. Links to Third-Party Sites. The Site(s) may contain links to other Internet sites. Links to and from a Site to other third-party sites do not constitute an endorsement by ADP or any of its subsidiaries or affiliates of such third-party sites or the acceptance of responsibility for the content on such sites.

DISCLAIMER OF WARRANTIES

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

INTELLECTUAL PROPERTY

- A. Ownership and Proprietary Rights. The right to use ADP Products is granted to Client for the sole purpose of utilizing Services as provided in this Agreement. All ADP Products licensed to Client hereunder are the licensed and/or owned property of and embody the proprietary trade secret technology of ADP and/or its licensor(s) and are protected by copyright laws, international copyright treaties, as well as other intellectual property laws, that among other things, prohibit the unauthorized use and copying of any ADP Products. Client receives no rights to any ADP Products or any intellectual property of ADP or its licensors, except as expressly stated herein. Any license to ADP Products shall automatically terminate upon ADP ceasing to provide Client with related Services
- ADP Infringement Indemnity. Subject to Section 6D, ADP shall defend Client in any suit or cause of action, and indemnify and hold Client harmless against any damages payable to any third party in any such suit or cause of action, alleging that ADP Products, as used in accordance with this Agreement, infringe any U.S. patent, copyright, trade secret or other proprietary right of any third party; provided that, the foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any suit or cause of action to the extent resulting from a Client Infringement Exclusion. .
- Client Indemnity. Subject to Section 6D, Client shall defend ADP in any suit or cause of action, and indemnify and hold ADP harmless against any damages payable to any third party in any such suit or cause of action alleging infringement or misappropriation of any third party intellectual property rights, to the extent that any such suit or cause of action results from an allegation of a Client Infringement Exclusion.
- Indemnity Conditions. The indemnities set forth in this Section 6 are conditioned upon the following: (i) the indemnitee ("the Indemnitee") promptly notifies the indemnitor ("the Indemnitor") in writing of such suit or cause of action, (ii) the Indemnitor controls any negotiations or defense and the Indemnitee assists the Indemnitor as reasonably required by the Indemnitor, and (iii) the Indemnitee takes all reasonable steps to mitigate any potential damages that may result.

7. NONDISCLOSURE AND PRIVACY

Confidentiality. All Confidential Information disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose 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 affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (ii) as appropriate and with prior notice where practicable, to respond to any summons or subpoena or in connection with any litigation, (iii) relating to a specific employee, to the extent such employee has consented to its release and (iv) in order to provide the Services under this Agreement. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, ADP may retain information as may be required by applicable law for regulatory purposes or in back-up files, provided that ADP's confidentiality obligations hereunder continue to apply. The obligations of ADP set forth in this Section 7A shall not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future ADP Product or service, and, accordingly, neither ADP nor any of its clients or business partners shall have any obligation or liability to Client with respect to any use or disclosure of such information. It is understood, however, that ADP may disclose certain of Client's Confidential Information to its trusted business partners, provided those business partners have executed confidentiality agreements and further provided that ADP shall remain liable for any unauthorized disclosure of the Client's Confidential Information by such business

Business Associate Amendment. Pursuant to the federal Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health Care Act ("HITECH"), the U.S. Department of Health and Human Services regulations entitled "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule"), Security Standards for the Protection of Electronic Protected Health Information ("Security Rule") and the Breach Notification for Unsecured Protected Health Information ("Breach Notification Rule"), the benefit and COBRA services provided hereunder are subject to additional terms and conditions located at http://www.adp.com/BAA which are incorporated herein and may be

modified from time to time and as required by law.

LIMITATION OF LIABILITY

- Willful Acts, Errors and Omissions. ADP shall reimburse Client for actual damages incurred by Client as a direct result of the criminal or fraudulent acts or willful misconduct of ADP or any of its employees. ADP shall correct any Client report, data or tax agency filings, as the case may be, produced incorrectly as a result of an ADP error, at no charge to Client. Additionally, if as a result of an error or omission made by ADP in performing Tax Filing Services (as defined in Section 10A below) hereunder, an applicable taxing authority imposes a penalty on or assesses interest against Client, ADP will (i) pay all penalties resulting from ADP's error or omission, (ii) pay any interest charges imposed on Client for the failure to pay funds to the extent and for the period that such funds were held by ADP. The preceding sentence will only apply if (x) Client permits ADP to act on Client's behalf in any communications and/or 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. Notwithstanding the foregoing and subject to the foregoing, Client will be responsible for all additional taxes and any other interest charges not resulting from ADP's error or omission.
- Limit on Monetary Damages. Notwithstanding anything to the contrary contained in this Agreement (other than and subject to Sections 6B and 8A), ADP's aggregate liability under this Agreement during any calendar year for damages (monetary or otherwise) under any circumstances for claims of any type or character made by Client or any third party arising from or related to ADP Products or Services, will be limited to the lesser of (i) the amount of actual damages incurred by Client or (ii) the average monthly charges for one (1) month for the affected Services during such calendar year. ADP will issue Client credit(s) equal to the applicable amount and any such credit(s) will be applied against future Services
- No Consequential Damages. NEITHER ADP NOR CLIENT WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION OR LOSS OF INFORMATION) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES OR ADP PRODUCTS, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM; TERMINATION; DEFAULT; REMEDIES UPON DEFAULT

- Term. This Agreement is effective for the Initial Term and will automatically renew at the end of such Term for additional Renewal Terms unless terminated by either party upon at least ninety (90) days prior written notice to the other.
- Termination Event. Either party may suspend performance and/or terminate this Agreement immediately upon written notice at any time if: (i) the other party is in material breach of any material warranty, term, condition or covenant of this Agreement and fails to cure that breach within sixty (60) days, unless such breach is due to Client's failure to pay amounts due hereunder then time to cure such breach shall be five (5) business days, after written notice thereof, (ii) the other party ceases business operations, or (iii) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within ninety (90) days after commencement of one of the foregoing events).
- Termination by ADP. If Client fails to fulfill its obligations in connection with the implementation services such that ADP is unable to complete the implementation services and commence Services, then ADP may terminate this Agreement by further written notice to Client. ADP may also suspend performance and/or terminate this Agreement immediately without prior notice in the event Client, its employee(s) or any other third party (i) includes in any ADP Internet Services any Client Content which is

obscene, offensive, inappropriate, threatening, malicious, which violates any applicable law or regulation or any contract, privacy or other third-party right or which otherwise exposes ADP to civil or criminal liability or (ii) wrongfully uses or accesses ADP Products or any other ADP systems used in the performance of its obligations under this Agreement. Notwithstanding anything herein to the contrary, Payment Services may be immediately suspended or terminated by ADP without prior notice if (i) ADP has not received timely funds from Client as required by this Agreement, (ii) a bank notifies ADP that it is no longer willing to originate debits and credits for any reason, (iii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account, (iv) ADP reasonably determines that Client no longer meets ADP's credit/financial eligibility requirements for such Services or (v) Client has any material adverse change in its financial condition. Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. As such, ADP shall not be required to provide such Payment Services if ADP reasonably determines that Client presents an undue credit risk to ADP or in the event of any other termination right. If Payment Services are not terminated despite the occurrence of any of the events described above, ADP may require Client to pay its outstanding and all future third-party payment amounts covered by Payment Services and/or ADP's fees and charges for Payment Services to ADP (x) by bank or certified check, (y) by wire transfer of immediately available funds, and/or (z) in advance of the then current schedule, as a condition to receiving further Payment

- D. Buy Out Fee; Early Termination. Buy Out Fee; Early Termination. If, prior to the end of any Term, (i) Client terminates any or all the Services, for any reason, except for those reasons set forth in Section 9B or (ii) ADP terminates this Agreement pursuant subitem (i) of Section 9B or Section 9C, Client shall pay to ADP a buy out fee ("Buy Out Fee"). The Buy Out Fee shall be equal to fifty percent (50%) of A multiplied by B where A equals the number of months remaining in the applicable Term, as of the date of termination and B equals the average monthly fee for the terminated Services during the twelve-month period immediately preceding the termination (or a shorter period of time if monthly fees have been payable for less than twelve (12) months at the termination date). If monthly fees for Services have not been payable at the time of termination, the amount in 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 Buy Out Fee in the event of any reduction in Client's volume or usage of Services by more than fifty percent (50%).
- Post-Termination. If use of any ADP Products or Services are or may be terminated by ADP pursuant to Sections 9B or 9C, ADP shall be entitled to allocate any funds remitted or otherwise made available by Client to ADP in such priorities as ADP (in its sole discretion) may determine appropriate (including reimbursing ADP for payments made by ADP hereunder on Client's behalf to a third party) and if any such ADP Products or Services are terminated, Client will immediately (i) become solely responsible for all of its third-party payment obligations covered by such ADP Products or Services then or thereafter due (including, for Tax Filing Services, all related penalties and interest), (ii) reimburse ADP for all payments made by ADP hereunder on Client's behalf to any third party, and (iii) pay any and all fees and charges incurred by ADP relating to ADP Products or Services rendered prior the termination date. Client agrees that ADP shall be entitled to collect any fees and charges incurred by ADP prior to the termination date via DDF.
- Other Remedies. If ADP elects not to terminate any or all of the ADP Products or Services as permitted hereunder, ADP, in its sole discretion, may require Client to pay its outstanding and all future third-party payments relating to the provision of ADP Products or Services and/or ADP's fees and charges for ADP Products or Services to ADP by bank or certified check or by wire transfer as a condition to receiving further ADP Products or Services.

10. PAYROLL PROCESSING SERVICES

The terms of this Section 10 shall apply only to the extent the Services elected by Client include ADP payroll processing services.

- A. Payroll Processing and Tax Filing. ADP will process payroll for Client's employees and payees, deliver paychecks and related reports to Client, process direct deposits to those employees electing such service, remit payroll taxes on Client's behalf to those federal, state, and most local taxing jurisdictions designated by Client (not including the filing or depositing of excise, sales, use, corporate, or similar taxes), and file related tax returns (such remitting of payroll taxes and filing of related tax returns, the "Tax Filing Services"). For additional fees, ADP will also process and mail calendar year-end forms W-2 for Client's employees and Forms 1099-MISC for payments to individuals that provide services to Client as independent contractors. Client shall be liable for, and shall indemnify ADP against, any loss, liability, claim, damage or exposure arising from or in connection with any fraudulent or criminal acts of Client's employees or payees. A mandatory credit check will be performed prior to the provision of any Payment Services.
- Funds. Client shall have sufficient funds in Client's account within the deadline established by ADP to satisfy such third-party payment obligations in their entirety. Should Client fail to have sufficient, collected funds by such established deadline(s), ADP shall have sole discretion in determining whether any such Payment Services will be suspended and whether Client will process payroll checks through its business bank account. Client agrees to cooperate with ADP and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by Client, ADP, or another party processing a transaction on behalf of ADP. ADP may commingle Client's impounded funds with other clients', ADP's or ADP-administered funds of a similar type. ALL AMOUNTS EARNED ON SUCH FUNDS WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP.
- Debits. Client shall be liable for debits properly initiated by ADP hereunder. Client unconditionally promises to pay to ADP the amount of any unfunded payroll file (including any debit that is returned to ADP because of insufficient or uncollected funds or for any other reason), plus any associated bank fees or penalties, upon demand and interest on the unfunded payroll amount at the rate of 1.5% per month (or the maximum allowed by law, if less). Also, if any debit to an employee or other payee's account

reversing or correcting a previously submitted credit(s) is returned for any reason, Client unconditionally promises to cooperate with ADP and pay the amount of such debit upon demand and interest thereon at the rate set forth in this Section 10C. Client agrees to cooperate with ADP and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by ADP or another party processing a transaction on behalf of ADP.

- ADPCheck Services/FSDD Services. Client shall not distribute any ADPChecks to payees prior to the check date. If Client distributes any ADPChecks prior to the check date, ADP may impose an early cashing fee against Client. If Client desires to stop payment on any ADPCheck, Client shall provide ADP with a stop payment request in such form required by ADP. ADP shall then place a stop payment order with ADP's bank within twenty-four (24) hours of ADP's receipt of such stop payment request. Client shall not request ADP to stop payment on any ADPCheck that represents funds to which the applicable payee is rightfully entitled. Client agrees to indemnify, defend, and hold harmless ADP and its affiliates and their successors and assigns from and against any liability whatsoever for stopping payment on any ADPCheck requested by Client and from and against all actions, suits, losses, claims, damages, charges, and expenses of every nature and character, including attorneys' fees, in any claims or suits arising by reason of stopping payment on said check, including claims made by a "holder in due course" of such check. Prior to the first credit to the account of any employee or other individual under FSDD 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.
- Tax Information (IRS Disclosure). Notwithstanding Client's engagement of ADP to provide Tax Filing Services, Client is 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. Online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477. State tax authorities generally offer similar means to verify tax payments. Client may contact appropriate state offices directly for details.

11. ERISA; COBRA SERVICES

The terms of this Section 11 only shall apply to the extent Client has purchased or receives as part of ADP Workforce Now Comprehensive HR and/or Comprehensive Benefits services governed, in whole or in part, by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), including administrative services under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") or flexible spending account ("FSA") or health savings account ("HSA")administrative services pursuant to Annex G of this Agreement, as applicable.

- A. COBRA Administration. ADP will make available to Client nondiscretionary, ministerial recordkeeping and COBRA notification services regarding Client's group health plans identified by Client on ADP's Health Plan Information Forms ("COBRA Services"). COBRA notification services will be provided to Client's employees and qualified beneficiaries that Client identifies to ADP and that meet qualifying event requirements under COBRA. ADP will collect the applicable COBRA premium from the participating employees and beneficiaries and credit Client the amounts required for Client to pay the monthly premium directly to Client's applicable health insurance carriers. ADP agrees to perform the Services with respect to the Plan(s) (as defined in Section 11C below) in accordance with a reasonable good faith interpretation of federal COBRA requirements.
- Client Guide. With respect to any Services elected by Client involving COBRA and/or FSA or HSA, Client will be granted access to ADP's Client Guide (the "Guide") via www.BeneDirect.adp.com for COBRA, or through the Client Command Center. Client understands that the Guide may be amended from time to time by ADP and such amendments will be posted at www.BeneDirect.adp.com or the Client Command Center. Client will be deemed to have accepted and approved the Guide and each amendment to the Guide and to have directed ADP to implement the changes set forth therein if Client does not promptly notify ADP in writing that it objects to such changes.
- C. ADP's Non-Fiduciary Status. Client expressly acknowledges and agrees that ADP is not an "Administrator", "Plan Sponsor," or a "Plan Administrator" as defined in Section 3(16)(A) of ERISA, and Section 414(g) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively, nor is ADP a "fiduciary" within the meaning of ERISA Section 3(21), and Client shall not request or otherwise require ADP to act as such. ADP shall not exercise any discretionary authority or control respecting management of any of Client's benefit or welfare plans ("Plan" or "Plans") or management or disposition of any of Client's benefit or welfare Plan assets. ADP shall not render investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of any Plan, nor does ADP have any authority or responsibility to do so. ADP has no discretionary authority or discretionary responsibility in the administration of the Plan(s).
- D. Use of ADP'S Name. Client or the Plan Administrator must obtain the prior written consent of ADP to insert any references to ADP or its affiliates, or to their products or services, with respect to any communication or document pertaining to a Plan prepared by Client, or on behalf of Client (other than documents prepared by ADP), unless the reference only identifies ADP as a service provider or the reference is required in an IRS Form 5500 or similar filing or document required by ERISA or any other applicable law. Without limiting the foregoing, in no event may Client or the Plan Administrator identify or refer to ADP as "administrator", "plan administrator", "third-party administrator", "plan sponsor", "fiduciary", "plan fiduciary" or similar title.
- Client Data. Client and the Plan Administrator(s) of the Plan(s) must perform their responsibilities and provide the information required of them as set forth in the Guide and any amendments thereto. ADP reserves the right to request additional information from Client and/or the Plan Administrator(s) of the Plans(s) at any time. Prior to the commencement of any Services, Client shall furnish to ADP all necessary information and data for each Plan, and shall continue to provide ADP with such information and data that is necessary for the provision by ADP of the Services. ADP shall be entitled to rely on any information provided by the Client and/or the Plan Administrator(s) of the Plan(s) as accurate, valid and complete. Client shall perform all refinement,

purification and reformatting of the Client data in order for the Services to be performed by ADP. ADP shall be compensated on a time and expense basis at ADP's standard rates in effect at such time in the event ADP is required to perform any such refinement, purification or reformatting. Upon receipt from ADP, Client will promptly review all records, reports and documents produced by ADP for accuracy, validity and conformity with Client's records. Client will promptly notify ADP of any error or omission discovered by Client or any discrepancy between the information provided by ADP and Client's records and will not rely on any record, report or document containing any such error, omission or discrepancy until such error, omission or discrepancy, as the case may be, has been corrected. In the event of an error in ADP's records or any reports or statements prepared by ADP and caused by ADP, ADP shall correct such records, reports or statements, provided that Client advised ADP of such error within ninety (90) days of the receipt of such record, report or statement.

- Client Contact. Prior to the commencement of ADP's provision of COBRA Services, Client shall designate in writing to ADP the name or names of one or more persons who shall serve as ADP's designated contact for the Services and as project manager for the implementation of the Services (the "Client Contact"). Client hereby represents and warrants to ADP that the Client Contact has, and shall at all times have, the requisite authority to (i) transmit information, directions and instructions on behalf of Client, each Plan Administrator and, if applicable, each "fiduciary" (as defined in Section 3(21) of ERISA) of each separate Plan and (ii) issue, execute, grant, or provide any approvals (other than amendments to this Agreement), requests, notices, or other communications required or permitted under this Agreement or requested by ADP in connection with the Services.
- G. COBRA Application of Funds. CLIENT AGREES THAT ADP SHALL RETAIN THE TWO PERCENT (2%) ADMINISTRATIVE FEE THAT SHALL BE ADDED TO THE PREMIUM DUE. ALL AMOUNTS EARNED ON FUNDS OR PREMIUMS REMITTED TO ADP IN CONNECTION WITH THE SERVICES PENDING DISBURSEMENT TO CLIENT, CLIENT'S DESIGNEE OR TO PLAN PARTICIPANTS SHALL BE RETAINED BY ADP AS COMPENSATION. ADP'S CURRENT PROCESS FOR DISBURSEMENT OF SUCH FUNDS IS DESCRIBED IN SECTION 11K. ADP MAY COMMINGLE SUCH FUNDS WITH SIMILAR FUNDS FROM OTHER CLIENTS AND WITH SIMILAR ADP AND ADP-ADMINISTERED FUNDS.
- H. Client COBRA Indemnity. With respect to ADP's provision of COBRA Services only, Client agrees to defend, indemnify and hold harmless ADP, its affiliates and their directors, officers, employees, legal representatives, agents, successors, and assigns from and against all claims, losses, liabilities, damages, demands, causes of action, costs and expenses (including reasonable attorneys' fees and costs of litigation) (collectively "Losses") incurred as a result of entering into and performing services under this Agreement or any other cause arising out of this Agreement or the Plan(s), except to the extent those Losses resulted from the negligence, willful misconduct or willful breach of this Agreement by ADP in the performance of the COBRA Services.
- Compliance with Laws. With respect to COBRA Services provided hereunder or ADP's provision of FSA, HSA or Commuter Benefits services as provided in Annex G only, the following Compliance with Laws section shall govern in lieu of Section2D. ADP agrees to perform the Services with respect to the Plan(s) in accordance with a reasonable good faith interpretation of (i) the federal COBRA requirements, to the extent that COBRA services are included in the Services or (ii) the Code requirements pertaining to the Plan(s), to the extent that FSA and Commuter Benefits services are included in the Services. Except for such responsibilities assumed by ADP in this Agreement, Client shall be responsible for (a) compliance with laws and governmental regulations (including state and local health care continuation laws) affecting the Plans and Client's business and (b) any use it may make of the Services to assist it in complying with such laws and governmental regulations. If nondiscrimination testing is applicable to the Services elected by Client hereunder, and without limitation of the foregoing, ADP will perform nondiscrimination testing for the Plan(s) only at Client's request from time to time and at ADP's standard pricing for such testing. If such request is made, ADP will perform such testing in the final month of the applicable Plan year, and in any event Client, and not ADP, will be responsible for effectuating any changes recommended by ADP as a result of such testing
- Communication Lines. If COBRA Services to be provided hereunder require the use by Client of communication lines to connect to ADP facilities, Client will be responsible for such communication lines. Client will pay all installation, use, service and repair charges for the communication lines. ADP will not be responsible for the reliability or availability of the communication lines used by Client to access the Services.
- K. COBRA Disbursement Process. Participant payments are received via check or, if arrangements are made by the participant, via ACH transfer. Such payments are made throughout the month and are deposited into an ADP account for processing and reconciliation by ADP. This ADP account is maintained separately from ADP's operating accounts. Due to the nature of the ACH system, payments received through ACH generally clear within two (2) business days. On average, participant checks require forty-eight (48) to seventy-two (72) hours to clear. On a monthly basis, ADP reviews each payment and records each payment to the participant's record. ADP then reconciles to the particular client, the amounts paid by participants. After completing this recording and reconciliation process, ADP remits to the Client the payment amounts made by participants for that month's premiums, along with payments made by participants that are still within the applicable grace period (in each case, with respect to COBRA Services, less the two percent (2%) administrative fee allowed by COBRA). Such payments to the Client or Carriers are made by ADP either by check or by Fed wire. On occasion, participants may pay for coverage in advance of the applicable due date. Amounts disbursed to ADP are held by ADP for approximately fifteen (15) days prior to disbursement by ADP. Once disbursed by ADP, if payments are made by check, checks are presented for payment approximately fourteen (14) to twenty-one (21) days following disbursement.

The terms of this Section 12 shall apply only to the extent the Services elected by Client include ADP time and attendance services (including EZLABORMANAGER®, ENTERPRISE eTIME®, AND ETIME®).

ADP WORKFORCE NOW® COMPREHENSIVE SERVICES AGREEMENT – Annex A

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Time Products. If described in the Sales Order, ADP will provide Client with data collection devices (e.g., Timeclock, HandPunch, etc.) ("Timeclock Equipment"), time and labor management software or applications, and related services (collectively, "Time Products"). The Time and Attendance module, an ADP web-hosted time and attendance system, automates employee time and attendance record keeping. For the hosted Enterprise eTIME product only, additional license terms are available at www.adp.com/tlmlicenseterms.

Timeclock Equipment.

- Installation. Client shall provide and install all power, wiring and cabling required for the installation of any Timeclock Equipment. Client shall also pay an installation and set-up fee for each unit of Timeclock Equipment if such equipment is installed on Client's premises by ADP.
- Use of Timeclock Equipment and Right to Inspect. Client shall not make any alterations or attach any device not provided by ADP to the Timeclock Equipment, nor shall Client remove the Timeclock Equipment from the place of original installation without ADP's prior consent. Upon reasonable written notice to Client, ADP shall have the right to enter Client's premises to inspect the Timeclock Equipment during normal business hours. Title to the Timeclock Equipment shall at all times remain in ADP unless Client has chosen the purchase option and has paid ADP in full the purchase price for the Timeclock Equipment. Except if so purchased and paid for by Client, the Timeclock Equipment is and at all times shall remain, a separate item of personal property notwithstanding its attachment to other Timeclock Equipment or real property.
- iii. Return of Timeclock Equipment. Upon termination or cancellation of this Agreement, Client shall, at its expense, return the Timeclock Equipment to ADP in accordance with ADP's instructions. The Timeclock Equipment shall be returned in as good condition as received by Client, normal wear and tear excepted. In the event the Timeclock Equipment is not returned within ninety (90) days, Client agrees to purchase it at the prevailing manufacturer's suggested retail price. If timely payment for the Timeclock Equipment is not made by Client, ADP shall have the right to take immediate possession of such equipment. The terms of this Section 12Biii shall not apply if prior to the time of such termination or cancellation Client has already purchased and paid in full for the Timeclock Equipment.

Warranty. ADP warrants to Client that the Timeclock Equipment shall be free from defects in material and workmanship at the date such Timeclock Equipment is shipped and for ninety (90) days thereafter. ADP's sole obligation in case of any breach of any warranty contained herein shall be to repair or replace, at ADP's option, any defective items. The foregoing is the extent of ADP's liability with respect to all claims related to Timeclock Equipment, including without limitation, contract and negligence claims and shall constitute Client's sole remedy.

- Maintenance Fees. If the Timeclock Equipment is leased, maintenance services for the Timeclock Equipment (set forth below in Section 12Bvi) shall be included in the monthly time and labor management subscription fees. The costs for maintenance services for Timeclock Equipment that have been purchased by Client are not included in the purchase price for such equipment; a separate annual maintenance fee applies. A Client under the purchase option may terminate its receipt of maintenance services by providing written notice to ADP no less than thirty (30) days prior to the end of the then current annual coverage period. ADP is not required to rebate to Client any maintenance fees relating to a current or prior coverage period. (NOTE: If Client selects the purchase option but opts not to receive (or terminates) maintenance services hereunder by executing a waiver of maintenance services, any such services provided by ADP at Client's request will be subject to ADP's then current charges for such services.) No Timeclock Equipment maintenance is done at the Client site. Client shall bear all delivery/shipping costs and all risk of loss during shipment/delivery of Timeclock Equipment relating to maintenance services.
- Maintenance Services. ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship. Any parts found to be defective (except as specifically excluded below) shall be replaced or repaired, at ADP's or it's designee's option, without charge for parts or labor, provided that the Timeclock Equipment has been properly installed and maintained by Client and provided that such equipment has been used in accordance with this Agreement and any online or shrink-wrap terms or license, or other accompanying documentation including, but not limited to, the Client's Sales Order provided by ADP or its designee and has not been subject to abuse or tampering. The foregoing repairs and replacements may be made only by ADP or its designee, and will be made only after ADP or its designee is notified of a problem, receives delivery from Client of the Timeclock Equipment at issue and determines that it results from defective materials or workmanship. Notwithstanding the foregoing, ADP may deliver a temporary replacement item for Client's use while such determination is being made with respect to the Timeclock Equipment in question. Repairs and replacements required as a result of any of the following shall not be included in the foregoing maintenance services and shall be charged at ADP's then current rates: (a) damage, defects, or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical, or electrical stress, or causes other than normal or intended use; (b) failure of the Client to provide and maintain a suitable installation environment; (c) any alterations made to or any devices not provided by ADP attached to the Timeclock Equipment; and (d) malfunctions resulting from use of cards, badges or supplies not approved by ADP.
- C. Upgrades. In order to keep the Time Products current, ADP may from time to time perform maintenance fixes and other upgrades to the Time Products Client is then receiving. ADP will perform these upgrades on Client's behalf for all hosted products. For non-hosted products, Client will be required to install the upgrade provided by ADP in accordance with the written notice provided to Client.

13. TALENT MANAGEMENT

The terms of this Section 13 shall apply only to the extent Client is receiving Talent, Recruitment and Compensation Management products and services hereunder.

- A. Use of Services. The ADP Workforce Now Talent Management solution includes Talent, Recruitment and Compensation Management products and services. Client represents and warrants that it will use ADP Workforce Now Talent Recruitment and/or Compensation Management products and services for its own hiring or internal compensation management purposes only. Client acknowledges and agrees that ADP will not be deemed to be involved in any hiring decisions or evaluation of candidates in connection with the recruitment services, or with any compensation decisions in connection with the compensation management services. The ADP Talent Management solution is hosted in the United States and is for use in the United States only except that the Talent module of ADP Workforce Now may be accessed and used by Client from the countries specified on the "Approved Country List" which may be viewed at www.productdescription.majoraccounts.adp.com (which may be modified from time to
- Customized Content. Client understands and agrees that to the extent it chooses to customize any content or documents made available to job candidates through ADP Workforce Now Talent, Recruitment and Compensation Management, including but not limited to job descriptions, online application instructions and questions, Client is responsible for the content of any such customization. Client acknowledges that any content provided by ADP Workforce Now Talent and/or Recruitment may not be suitable for all situations or in all locations. Client should review applicable laws in the jurisdictions in which Client operates and should consult with its own legal counsel prior to utilizing the services.
- C. Sensitive Data. If Client implements the Talent, Recruitment and Compensation Management products and services to collect any sensitive data elements (or special categories of data), Client shall comply with any additional requirements for the processing of these data elements, and it shall be responsible for respecting all individual rights of access, correction or deletion and for responding to any individual or regulatory inquiries.

14. SUI MANAGEMENT

The terms of this Section 14 shall apply only to the extent Client is receiving state unemployment insurance management services hereunder.

- A. SUI Management Services. ADP will provide the State Unemployment Insurance management services described further at www.productdescription.majoraccounts.adp.com (collectively, the "SUI Management Services") to Client in accordance with the terms of this Agreement. Subject to Section 16, Client's compliance with its obligations in Sections 14B and 14C, and any delays caused by third parties (e.g., postal service, agency system and broker delays) and events beyond ADP's reasonable control, ADP will deliver the SUI Management Services within the time periods established by the relevant unemployment compensation agencies.
- B. Provision of Information; Contesting Claims. Client will on an ongoing basis provide ADP and not prevent ADP from furnishing all information necessary for ADP to perform the SUI Services within the timeframes established or specified by ADP. The foregoing information includes without limitation the claimants' names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies.
- Transfer of Data. Client may transfer the information described in Section 14B to ADP via: (i) on-line connection between ADP and Client's computer system, or (ii) inbound data transmissions from Client to ADP. Client will provide the data 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.
- Client acknowledges that ADP is not providing storage or record keeping of Client records as part of the SUI Management Services, and that if the SUI Management Services are terminated, ADP may, in conformity with Section 9E, dispose of all such records. If the SUI Management Services are terminated, any access Client has to ADP websites containing Client's data will expire and Client will be responsible for downloading and gathering all relevant data prior to expiration of any such access that may have been granted.

15. ADP CARRIER CONNECTION®

ADP, or its authorized agent(s), 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 and its authorized agent(s), to provide such transmission on Client's behalf. Additionally, commencement of carrier connection service shall be subject to Client completing the configuration setup of Client Content and the format for such transmission to the designated carriers. Further, ADP's ability to transmit Client Content data is subject to the provision by designated carriers of a current functional interface between ADP Internet Services 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. If Client requires development of any special or customized interfaces in order to transmit such data to its designated carriers, all work performed by ADP to create such interfaces will be at ADP's then current fees for such services. An annual maintenance fee shall apply to ADP carrier connections. Finally, Client shall be 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.

16. MISCELLANEOUS

- A. Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. However, ADP may assign its rights and obligations under this Agreement to a commonly controlled affiliate of ADP without the prior written notice or consent of Client in order for such affiliate to perform any or all of the Services, provided that ADP will remain responsible for the performance of such Services.
- Inducement; Entire Agreement; Modification. Client has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement is binding upon and inures to the benefits of the parties hereto and their respective permitted successors and assigns. This Agreement, including the Annexes and any Amendments, is the entire agreement and understanding between the parties with respect to the subject matter, supersedes and overrides all prior discussions, agreements and writings of every kind and nature on the same subject matter, and shall govern all disclosures and exchanges of Confidential Information made by the parties hereto. This Agreement shall not be modified except by a writing signed by ADP
- Third-Party Beneficiaries. With respect to ADP Products and Services, ADP suppliers, vendors and referral partners may enforce the same disclaimers and limitations against Client as ADP may under this Agreement. Other than ADP suppliers, vendors, and referral partners who are intended third-party beneficiaries with respect to Sections 5 and 8 of this Agreement, nothing in this Agreement creates, or will be deemed to create, third-party beneficiaries of or under this Agreement. ADP has no obligation to any third party (including, without limitation, Client's employees and/or any taxing authority) by virtue of this
- Client Vendors. Client shall at its own expense cause its third party vendors to send and/or to receive data from and to ADP to the extent that the delivery of Services under this Agreement requires such third party vendors to send and/or to receive data from and to ADP. In connection with the foregoing, Client shall make all necessary arrangements with its third party vendors. Client shall reimburse ADP for any costs ADP is required to bear in connection with or arising out of any such transmissions of data from and/or to such third party vendors.
- Force Majeure. Excluding any payment obligations to ADP as provided hereunder, any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.
- F. Non-Hire. During the term of this Agreement and for the twelve (12) months thereafter, neither Client nor ADP shall knowingly solicit or hire for employment, or as a consultant, any employee or former employee of the other party who has been actively involved in the subject matter of this Agreement.
- G. Waiver. The failure of either party at any time to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.
- H. Severability. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Client and ADP shall be construed and enforced accordingly.
- Relationship of the Parties. The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.
- Governing Law. This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions. The parties agree to waive all rights or claims to a trial by jury.
- K. Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of
- Limitation of Claims. No action arising under or in connection with this Agreement, regardless of the form, may be brought by Client more than two (2) years after Client becomes aware of or should reasonably have become aware of the occurrence of events
- M. Regulatory Notice. No state or federal agency monitors or assumes any responsibility for the financial solvency of third-party tax
- Use of Agents. ADP may designate any agent or subcontractor, without notice to, or the consent of, Client, to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence shall relieve ADP from responsibility for performance of its duties under the terms of this Agreement.
- Conflicts Clause. In the event of a conflict between the terms of this Agreement and such additional terms, the terms of this Agreement shall control, unless an Addendum or Amendment to this Agreement is executed simultaneously herewith or subsequently hereto, in which case the terms of such Addendum and/or Amendment shall control. If any provision in any Annex or Amendment conflicts with a provision in another Annex or Amendment, the provision in each Annex or Amendment will govern, but solely with respect to the Services covered by such Annex or Amendment
- Notices. All notices, including any notices of termination in accordance with Section 9 herein, shall be in writing and shall be delivered or sent by recognized courier or registered or certified mail, return receipt requested, to the addresses indicated on the face hereof with an additional copy to Automatic Data Processing, Inc., 5800 Windward Parkway, Alpharetta, GA 30005. Attention: ADP WFN Comprehensive Services SVP, or to such other addresses as the parties shall specify by notice given

pursuant hereto. A copy of all communications to ADP of a legal nature must be sent to ADP, LLC, One ADP Boulevard, Roseland, New Jersey 07068, Attention: Legal Department.

Q. Counterparts. This Agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

SCHEDULE 1 TO ANNEX A ADP Workforce Now® Comprehensive Services Statements of Core and Optional Services

Statement of Core Services

	Service Specifics	Roles and Responsibilities
Services	Specifics	
Solutions Platform		
ADP Workforce Now ("WFN")	WFN is ADP's trademarked, branded, web-based 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 Primary Contact	The ADP Primary Contact participates in implementation and is Client's primary contact. The ADP Primary Contact: 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 Primary Contact 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.

	Service Specifies	Roles and Responsibilities
Services Set-up of Payroll, HR & Benefits, and Fime 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. ADP will set-up a standard payroll export connection.	Roles and Responsibilities 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 members. The make-up of Client's implementation team members 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.
Carrier Connection	To Cli to the conformation of the and/or	Client shall promptly deliver to ADP
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 of the Services. Client may elect additional standard carrier connections for an additional fee. Customized carrier connections shall be available for an additional fee. Carrier connections shall be subject to an annual	any Client Content required by ADP to set-up standard 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

	Service Specifics	Roles and Responsibilities
Services	maintenance fee.	
	Subsequent reconfiguration of existing carrier connections and additional elections are available for an additional fee.	
DP Primary Contact		No. de la constante de la cons
DP Primary Contact DP Primary Contact	The ADP Primary Contact actively communicates with Client and acts as the primary contact between ADP and Client. Each Client is assigned one (1) ADP Primary Contact no matter which Services Client has purchased. The ADP Primary Contact is actively engaged in understanding Client's business model and project objectives to ensure alignment with Client objectives. The ADP Primary Contact will be an ADP Relationship Manager.	The ADP Primary Contact coordinates Client activity and timeliness of all work delivered. The ADP Primary Contact coordinates delivery of all services defined in the statements of services on an ongoing basis, including acting as a client advocate within ADP, escalating issues appropriately within ADP, coordinating with the Client to determine the impact of certain Client business events on the Services, and preparing and presenting regular account reviews. Additionally, the ADP Primary Contact will coordinate resources for ongoing projects and changes outside of initial implementation and will serv as an escalation point for all ADP products and services received by Client. The ADP Primary Contact schedules an annual review with Client to recap all activities completed on its behalf and discuss goals and objectives for the upcoming year's service plan. All fees for travel and related expenses
ADP Primary Contact Onsite Client Visits	(4) onsite visits to Client's primary worksite during any Term, as agreed to by the ADP Primary Contact and Client.	for the onsite Client visits included in the Services shall be paid by ADP. If Client requests more than the allotted number of visits or visits to worksites in addition to Client's primary site, Client shall be responsible for all fees relating to suc visits including the ADP Primary Contact's time as well as travel and related expenses.
ADP Service Centers	1'	ADP provides access to an assigned
ADP Service Center (for Client administrators)	Access to a client-specific toll free number with Client identification and issue routing via telephony.	

	Service Specifics	Roles and Responsibilities
Services	<u> </u>	meetings and ADP-recognized company holidays. Such scheduled downtime shall not exceed two percent (2%) of available hours each calendar quarter.
Employee Service Center	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 Employee Service Center can provide bilingual 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 Employee Service Center, Client is responsible to support and promote employee self-service and manager self-service. ADP will conduct one (1) onsite employee self-service/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 8:30 pm EST, Monday through Friday, except for scheduled downtime for training, meetings and ADP-recognized company holidays. Such scheduled downtime shall not exceed two percent (2%) of available time each calendar quarter.
Pay and Tax Administration		
Payroll and Tax	ADP Autopay payroll processing with tax service to authorized jurisdictions (also included: CheckView, Payroll Preview, Total Tax Plus SM , 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 fi 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 bankir features (unless Client is purchasing Comprehensive Payroll which require TotalPay)
Wage Gamishment 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 cou

	Service Specifies	Roles and Responsibilities
Services	Specifics	ordered support and disburses payments to third parties as appropriate. 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. Clients must provide minimum of two (2) weeks notice prior to processing of any special pays to accommodate any garnishment requirements.
IR, 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 purchased as an optional service.
Non-Paid Persons	Access to HR & Benefits module to track Client headcount not included in 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	
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 unemploymed claims administration and unemployment tax filings to help Client manage claims and State unemployment costs. Client must notify ADP of updates at changes to rates and tax status in a timely manner. Client is responsible for having funds available should a recalculation occur due to a rate change.
COBRA Services		
COBRA Administration	ADP will make available nondiscretionary, ministerial recordkeeping and COBRA notification services regarding the group health plans identified by Client on ADP's Health Plan Information forms. COBRA notification services are provided to Client's employees and qualified beneficiaries so identified and meet qualifying event requirements under federal COBRA law.	fulfillment of all state COBICA iav

Services	Service Specifics	Roles and Responsibilities
BUTTELS	COBRA Services are included as part of the core offering Comprehensive HR and/or Comprehensive Benefits Services at no additional charge. Clients purchasing Comprehensive Payroll Services (without Comprehensive HR and/or Comprehensive Benefits) can add COBRA Services for an additional fee.	
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.
Instructor Led Webinars	ADP offers specially designed virtual class training for supervisors and managers. These live, instructor led webinars are interactive, allowing employees to develop professional skills at their desks.	
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. Primary Contact informs Client of changes and updates to HR-related compliance laws.	
Alerts Note: The offering does not include	Access to periodic subject matter Alerts and e-mails. Primary Contact informs Client of changes and updates to compliance laws.	
legal advice or guidance. Tip of the Week Note: The offering does not include legal	Access to weekly Tips related to best practices and compliance changes.	
advice or guidance. Online Compliance Resources	Access to law summaries, best practices, sample forms and sample policies.	I GL TEO I
EEO-1 Report	Access to tools through the HR & Benefits module for tracking EEO-1 required data.	Client prepares and files EEO-1 report.
Veterans Report	Access to tools for the tracking of VETS-100 required data.	Client prepares and files VETS-100 report.

Statement of Optional Services

Optional services are services beyond those included in the Statement of Core Services and are priced separately. Pricing and bundling packages for optional services are subject to change without notice. Optional services are billed at ADP's then current rate. Adding any of the following optional services require the mutual agreement of the parties and the execution of an Amendment or reference in the Sales Order.

Sarvica	Service Specifics	Roles and Responsibilities
Service 01(k) Administration	ADP's 401(k) Service is integrated with your ADP tool set and is linked electronically to the 401(k) record keeping system with transmission to the trust accounting system. This service includes participant service center loan management, discrimination testing and a kickoff meeting performed by an education specialist. ADP's 401(k) Services are not part of this Agreement but rather are governed by a separate, independent agreement.	Client is responsible for 401(k) plans/programs that are not offered through ADP.
Total Absence Management (TAM) Services	TAM includes: (i) maintaining communications materials in accordance with federal and state legislative requirements; and (ii) processing leave requests and the dissemination of information in an accurate and timely manner. ADP provides service center support for leave inquiries relating to the federal Family and Medical Leave Act ("FMLA"), disability, personal, medical, military and state mandated leave. Receipt, coordination, and processing of leave requests submitted by Client's HR department, supervisor/manager, employee, or employee family member. The service does not include Workers' Compensation, Americans with Disabilities Act ("ADA"), bereavement leave, any type of sabbatical leave, or any Paid Time Off ("PTO") policy administration. A qualified medical practitioner (as defined by regulations) provides all required medical certifications to support the leave request. The service assumes there are no more than fifty (50) employees on FMLA simultaneously and no more than twenty percent (20%) of employees on leave are on intermittent leave. If Client exceeds these limits, additional fees or an alternative service offering may be required. ADP will not implement, build or administer more than seven (7) policies concurrently. If Client has greater than seven (7) policies, additional fees or an alternative service offering may be required.	Client shall (i) update and maintain employee indicative data; (ii) provide Client specific leave rules and policies; (iii) facilitate internal leave coordination with its HR department and managers, including training and education of HR personnel and managers; (iv) coordinate any long term disability ("LTD") claims that last beyond designated leave period; and (v) provide administrative guidance, plan documents, company policies, training materials and HR/Manager/Employee communications as required by ADP. Client is responsible for the direct billing or collection of health and welfare benefit employee premiums incurred by the employee associated with the leave event. Client is responsible for all matters relating to ADA and any other PTO plans, including sick time, bereavement, jury duty, children/school activity leave, vacation, and administrative leave. ADP shall verify employment and eligibility status and mail to the employee the appropriate leave package that includes forms, rules, and medical options while on leave and the associated costs, etc.
TAM Services (continued)		ADP shall track and monitor all requests made for FMLA and other types of leave (e.g., , Workers' Compensation and military leave), as appropriate. This includes (i) opening a case and tracking it until the employee returns to work and (ii) the

Constant	Service Specifics	Roles and Responsibilities
Service	Market Ma	coordination of options available to the employee until he/she is able to return to work or Client decides to terminate employment.
		ADP shall track and coordinate federal FMLA and state-equivalent leave plans to run concurrent or separate, as applicable.
		ADP shall track and coordinate Client's leave plans (e.g., personal leave of absence or medical leave of absence in the same manner as FMLA if an employee exceeds or is otherwise not eligible for FMLA or state leave.
		ADP shall track short term disability time off if it runs concurrent with any federal or state protected medical leave.
		ADP shall monitor federal and state legislation related to leaves that impacemployees and inform Client of changes. Client shall determine how wishes to proceed with respect to its policies and procedures.
		ADP shall (i) provide notification of leave approval dates to the employee's supervisor/manager and HR; (ii) receive return to work authorizations and notify employee's supervisor/manager of return to work (iii) confirm employee's return to wo as scheduled; (iv) provide weekly reporting on leave status and activity
		Upon receipt of short term disability request forms from employees, ADP shall complete the employer section the form and forward it to the disability benefit provider.
On-Site Training	On-site soft skills and technical training oriented to the employee and manager audience.	An ADP certified trainer will come to the Client site to deliver predefined courses based upon topics elected by Client. Client pays for travel and expenses.
Professional Services	ADP will offer professional consulting services to Client at an additional cost to be determined based on the specific project requirements.	Client contact to assist in completion of the services.
Applicant Tracking	ADP's WFN recruitment module tracks applicants throughout the hiring cycle. The tool includes interactive workflows and manager notifications.	An ADP HR specialist is available to support Client questions
Performance Management	ADP's WFN Performance Management module allows employees to access current and historical review information and receive notification of	An ADP HR specialist is available support Client questions

Service	Service Specifics	Roles and Responsibilities
Service	upcoming reviews A series of Process Wizards improve communication and collaboration between managers and HR professionals by providing step-by-step assistance with scheduling, conducting, rating and editing	
Instructor-Led On-Site/Virtual Custom Solutions	reviews. Certified ADP learning specialists can provide custom training for Client's employees. Custom courses include pre-training calls to determine Client's needs and establish how to reference your applicable forms and policies during the training.	An ADP trainer will deliver, either on- site or virtually, custom courses based upon topics and solutions elected by Client. In addition to the cost of the training, Client pays for travel and expenses related to on-site training.
Worker's Compensation Administration	ADP calculates and collects premiums based on carrier rates and actual payroll data for every payroll processing. Premium payments are then made to the insurance carrier for Client.	Client makes funds available.
Additional Services	Services beyond those included in the initial setup as defined above are separately priced. Pricing for additional services is subject to change without notice. Additional Services are billed at ADP's then current rates.	To be determined as applicable.

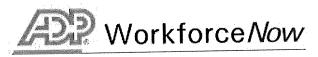


ANNEX B ADP Workforce Now® Comprehensive HR Statement of Services

The following supplements ADP Workforce Now Comprehensive Services Statement of Core and Optional Services (Schedule 1 to Annex A).

Services	Service Specifics	Roles and Responsibilities
Recruitment and Selection		
Job Descriptions	ADP will create or review up to twenty (20) job descriptions within a rolling twelve (12) month period. Any additional requests shall be at an additional fee as part of ADP's Professional Services.	Client fills out questionnaires and ADP prepares job descriptions for job openings. Client is responsible for determining Fair Labor Standards Act (FLSA) exempt or non-exempt status
Employee Relations		· ADD
Employee Relations Employee Handbook and Policies Note: ADP Workforce Now Comprehensive HR services do not include legal advice or guidance. Employee Assistance Program (EAP)	ADP will create and/or review up to two (2) employee handbooks per client. Creation and/or review by ADP of additional employee handbooks is available for an additional fee as part of ADP's Professional Services. If Client does not have an employee handbook, using information provided on ADP's Employee Handbook Questionnaire, ADP will generate up to two (2) handbook(s) for Client. If Client already has an employee handbook, ADP will review the handbook and make best practice recommendations for up to two (2) handbooks. ADP cannot review handbooks that are copyrighted by any third parties. If Client requires the combination of two or more handbooks into one, ADP will either create a new handbook based upon ADP's template and will add certain policies particular to Client from the former handbooks or, in ADP's sole discretion, recommend that the review of the multiple handbooks and the creation of a new form handbook therefrom be completed for an additional fee as part of ADP's Professional Services. Client requests for subsequent reviews of handbooks either created by ADP or previously reviewed by ADP may be completed for an additional fee as part of ADP's Professional Services. Access to the LifeCare EAP service that provides confidential assistance for employees and their dependents for issues such as family problems,	Client fills out the questionnaire. ADP provides sample policy templates and best practice language. ADP produces a handbook based upon Client's selections. Client must review and approve final handbook. Final approved handbook must be in place for ADP to provide Employee Service Center support. Client must immediately notify ADP of any policy changes in order to provide accurate information to employee and manager inquiries through the Service Center. Handbooks will be posted to ADP Workforce Now to allow Client's employees access for acknowledgement of company policies.
Employee Perks	substance abuse, legal problems, etc. Access to the LifeCare service that offers employee access to a wide range of discounts on premiumbrand products and services.	
New Hire Welcome Kit	Client employees receive a Welcome Kit detailing the	ADP provides Welcome Kits for Clie

Services	Service Specifics	Roles and Responsibilities
	employee services and perks provided by Client through ADP.	employees as part of the initial ADP launch of Comprehensive HR. After the initial launch, Client receives an electronic version of the Welcome Kit via WFN. Subsequent new hires can access the Welcome Kit on WFN.
Workplace Safety and Labor Law Com	oliance	
Safety and Loss Prevention Hotline Labor Law Compliance Posters	Access to workplace safety specialists who provide support on: OSHA industry standards and record keeping requirements Consultation for the control of occupational health hazards Guidance on the development of health and safety programs Support documents for health and safety training Provides Client with suitable Federal and State Labor	Client will receive updated posters as
	Law Compliance posters for Client's worksites.	laws and posting requirements change.
Training Self-Paced Online Web-Based Training	Online access to ADP self-paced, web-based training library content.	Library will consist of 30 courses and will be available to employees, managers, practitioners and administrators
ADP Workforce Now Comprehensive I	IR Support Team	
HR Consultants	Access to HR Consultants to provide industry best practices from recruitment to retirement.	
Payroll Consultants	Access to Payroll Consultants to provide industry best practices.	
Risk and Safety Specialists	Access to Risk and Safety Specialists to provide support on OSHA industry standards and record keeping requirements, and guidance on the development of health and safety programs.	
Benefits Support Open Enrollment Support (In the event	Access to HR module to maintain benefit plan and	HR Consultants assist Client in using
Open Enrollment Support (in the event Client does not receive ADP WFN Comprehensive Benefits services)	enrollment information.	the HR module for maintaining benefit plan information and reporting. Employee Service Center assists Client employees in using self service to make benefit enrollment elections.



ANNEX C

ADP Workforce Now® Comprehensive Benefits (together with Statements of Additional Core and Optional Services)

The following terms supplement the general terms and conditions in Annex A and applies to the extent that Client purchases ADP Workforce Now Comprehensive Benefits.

COMPREHENSIVE BENEFITS

- Services. ADP will provide Client and Client will receive ADP Workforce Now Comprehensive Benefits services ("Comprehensive Benefits") set forth in the Comprehensive Benefits statement of service attached hereto as Schedule 1 to Annex C ("Comprehensive Benefits Statement of Service"). Comprehensive Benefits includes the HR & Benefits module Employer Suite & Employee Access for Comprehensive Benefits and the HR & Benefits module & Employee and Manager Access for Human Resources Administration and Recruitment. The HR & Benefits module (defined below) is a full-service ADP Human Resources Management System that provides Client employees with convenient, web-based, self-service access, personalized support and visibility to benefits information along with the ability to manage their own benefits, twenty-four (24) hours a day, seven (7) days a week. In addition this offering includes access to a team of Benefit Consultants, open enrollment assistance, and an employee benefit service center. ADP maintains benefit plans and open enrollment criteria in the HR & Benefits module and provides the following management services: monitor open enrollment, generate paper confirmation statements for enrollment, and support employees throughout the enrollment process via an employee service center.
- Client Liaison. Prior to ADP's commencement of delivery Comprehensive Benefits, Client shall designate in writing to ADP the name or names of one or more persons who shall serve as ADP's designated contact for the Comprehensive Benefits Services (the "Client Liaison"). Client hereby represents and warrants to ADP that the Client Liaison has, and shall at all times have, the requisite authority to transmit information, directions and instructions on behalf of Client, each "plan administrator" defined in Section 3(16)(A) of the ERISA and Section 414(g) of the Code and, if applicable, each "fiduciary" (as defined in Section 3(21) of ERISA) of each separate employee benefit plan covered by the Comprehensive Benefits (each, a "Benefit Plan"). The Client Liaison also shall be deemed to have authority to issue, execute, grant, or provide any approvals (other than amendments to this Agreement), requests, notices, or other communications required or permitted under this Agreement or requested by ADP in connection with the Comprehensive Benefits.

USE OF THE COMPREHENSIVE BENEFITS SERVICES/PLAN ADMINISTRATION

- HR Administrator Users. Client shall authorize an administrator (the "HR Administrator") to input certain human resources ("HR") information and access certain information relating to (i) the benefits offered by Client and (ii) Client's employees/plan participants and their benefit options and elections as well as view certain personal and company information regarding company employees. The ADP Workforce Now HR & Benefits module (together with the software and database contained therein and any related documentation supplied to Client, the "HR & Benefits module") permits Client's employees/plan participants to make various benefits elections and to view and update certain personal and company information. It is the Client's responsibility to submit instructions and information relating to the HR & Benefits module and to verify the accuracy and completeness of all such instructions and information submitted by Client, the HR Administrator, employees and plan participants. ADP shall have no responsibility whatsoever for any activities occurring prior to ADP's assumption of administrative responsibilities or for the activities of any prior administrator.
- Employee Access. Client may provide access to the self-administration portion of the HR & Benefits module to those of its authorized agents, employees and plan participants it deems necessary to perform Client's HR and benefits administration. Client may provide access to the employee self-service portion of the HR & Benefits module to any of its employees and plan participants, which access (and any use of the HR & Benefits module) will be subject to the on-line employee self-service terms.
- ADP Not Fiduciary Advisor. Client acknowledges and agrees that, in making the Comprehensive Benefits Services available, ADP is not acting as an investment advisor, broker-dealer, insurance agent or intermediary or a financial or benefit planner. ADP is not providing any benefits or any information related thereto; Client is responsible for making available all benefits and information related thereto referenced or included in the HR & Benefits module.
- ADP's Health Care Clearinghouse Status. Client expressly acknowledges and agrees that ADP is not a "Health Care Clearinghouse" within the meaning of section 1171 of the HIPAA, and Client shall not request or otherwise require ADP to act as

ADDITIONAL CLIENT INDEMNIFICATIONS

Client will defend, indemnify and hold ADP and its affiliates, officers, directors, employees, agents and representatives harmless from and against any and all damages, costs, expenses, claims, penalties, forfeitures, suits and liabilities, including without limitation, reasonable attorneys' fees and expenses arising from or claimed to have arisen from, assessed in or otherwise incurred in connection with (a) any suit or cause of action brought by any Client employee or plan participant, dependents of such employee or plan participant, and/or administrators or sponsors of any benefits plan, or others who have or claim to have an interest in or coverage under any Client plan or ERISA generally, which suit or cause of action is related to or arising from ADP's performance of Comprehensive Benefits or use of Comprehensive Benefits, including use ADP Workforce Now or the HR & Benefits module, by

Client, its HR Administrator or any Client employee or plan participant; (b) any suit or cause of action arising out of or relating to (i) any and all acts or omissions of Client, or benefits plan groups, sponsors or administrators and their officers, directors, shareholders, employees, and agents or plan participants or Client's HR Administrator, (ii) positions taken by Client or benefit plan groups, sponsors or administrators, whether prior to or during the term of this Agreement, which are relied upon by ADP or which form the basis for any services or work product of ADP hereunder, (iii) any instruction, approval, election, decision, action, inaction, omission or nonperformance by Client or benefit plan groups, sponsors or administrators, or information provided by benefit plan groups, sponsors or administrators to ADP hereunder or (iv) any error or omission or inadequacy in information or data provided to ADP by Client, its HR Administrator, Client's employee(s), plan participant(s), other administrators or sponsors of any of Client's plans or third parties designated by agreement; and (c) any third-party claim of any kind against ADP arising from (x) access or use by Client, its HR Administrator or any employee or plan participant of Comprehensive Benefits, including ADP Workforce Now or the HR & Benefits module, in an inappropriate, unauthorized or otherwise wrongful manner; or (y) the performance by ADP of Comprehensive Benefits, except to the extent arising from the negligence or willful misconduct of ADP; or (z) Client's negligence or willful misconduct arising in whole or in part in connection with this Agreement.

ADDITIONAL TERMINATION RIGHTS

In addition to ADP's termination rights under Section 9 of Annex A of this Agreement, ADP may terminate this Agreement immediately upon written notice to the Client upon (a) the failure of Client to maintain its Benefit Plan(s) in compliance with ERISA or other applicable laws or regulations or (b) ADP's determination that the exercise of any of the rights granted hereunder or the continued performance by ADP of its obligations under this Agreement would cause ADP to violate any applicable international, federal, state or local law(s) and/or regulation(s).

ADDITIONAL FEE INFORMATION Fees for Comprehensive Benefits shall be based upon Client's benefit plan options and provisions in effect as of the date of the first open enrollment administered by ADP or the date production operations begins, whichever is earlier.

SCHEDULE 1 TO ANNEX C

Statements of Core and Optional Services Included in ADP Workforce Now® Comprehensive Benefits

The following supplements ADP Workforce Now Comprehensive Services Statements of Core and Optional Services (Schedule 1 to Annex A) and applies to the extent that Client purchases ADP Workforce Now Comprehensive Benefits.

Description of Core Services

Services	Service Specifics	Roles and Responsibilities
mplementation	Среста	
implementation	Implementation includes all activities needed to complete set-up of the Payroll, HR & Benefits, and Time and Attendance modules (the "Module(s)") Implementation of the HR & Benefits module requires a minimum of ninety (90) days from the implementation kickoff meeting.	ADP will implement Employee Access including set-up of employee rights, plan information, forms and links to other web sites, and create Open Enrollment and new hire profiles and user IDs and passwords. ADP will organize an official launch of the Comprehensive Benefits services and technology with Client and its employees, which will include assistance with development of promotional and communications materials as well as provide a guidance letter instructing employees how to use the self-service component of Employee Access. ADP will set-up ADP standard provider export connections (i.e., medical, dental, vision carrier/administrator) at no additional charge. The fee for development of custom connections is priced based on the complexity of the development or report, as applicable. Prior to the implementation kickoff meeting, Client shall be responsible for (i) providing ADI with all pertinent analysis and data as may be required by ADP and (ii) assembling a dedicated team of Client employees and fully commit personnel resources to such implementation. Failure to meet these requirements may impact the date upon which Client may access the Services.
Comprehensive Benefits Ser	rvices	
Annual Enrollment	Annual Enrollment services assist Client with administering and managing its annual Open Enrollment. Open Enrollment services include a number of major aspects of the Annual Enrollment process beginning with a planning meeting and ending with a post Annual Enrollment review. ADP processes the enrollment in accordance with benefit plan provisions. The annual Open Enrollment period will be established at least forty-five (45) days prior to the start of the Open Enrollment window. Client may have a maximum of one (1) two-	rules, plan documents, employee benefit materials/communications and interpretation

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	Service	Roles and
Services	Specifics	Responsibilities
	week Open Enrollment window at no charge. Any extension of such window or additional Open Enrollment period(s) required by Client will be subject to additional fees. A minimum of seventy percent (70%) of Client's eligible employees must use web- based on-line enrollment (Employee Access) for Open Enrollment. Additional fees may apply if Client fails to meet this threshold for an Open Enrollment period or over a twelve (12) month rolling calendar period for other events outside of Annual Enrollment.	fulfillment charges. Client will be responsible for all charges related to travel for Annual Enrollment planning meetings. ADP shall establish a two-week Open Enrollment period and can assist with distribution of the Annual Enrollment or related materials (may be subject to additional fees in addition to postage, print and fulfillment/handling charges). ADP shall maintain information regarding Client's corporate structure (e.g., divisions,
	The number of different eligibility groups may not exceed ten (10). Confirmation Statements will be provided via ADP's online employee self-service tool. Confirmation Statements also can be provided in ADP's standard paper format. Paper format may require additional fees, including but not limited to, postage, print, and fulfillment/handling charges. Initiation of confirmation statements whether online or paper will be done once a year following the end of the Annual Enrollment period.	locations, classes, departments), benefit plans within the Module and Employee Access based upon information gathered from Client regarding changes to initial configuration or new configuration requirements to support Annual Enrollment or a new plan year. ADP shall (i) provide Open Enrollment support through Employee Access or telephone enrollments; (ii) make available online Open Enrollment Confirmation Statements or generate paper statements upon request; (iii) coordinate Evidence of Insurability (EOI) process with carriers for life and disability coverages; (iv) electronically transmit Annual Enrollment files to benefit providers that accept eligibility ir an electronic format and reconciliation of error reports; and (v) electronically transmit Annual Enrollment information to Client's payroll system.
Enrollment Services	Enrollment Services assist Client in administering and managing day-to-day benefit enrollments, life events and associated administrative activities. ADP processes the enrollment in accordance with benefit plan provisions. Paper enrollment is not supported but may be available via ADP or third party for an additional fee based on the scope of the services required. Confirmation Statements will be provided via ADP's online employee self-service tool.	above activities or with any custom requirement or request.
	Confirmation Statements also can be provided in ADP's standard paper format. Paper format may require additional fees, including but not limited to, postage, print, and fulfillment/handling charges. A minimum of seventy percent (70%) of Client's eligible employees must use webbased on-line enrollment (Employee Access) for new hire and ongoing enrollment events. Should Client fail to meet this threshold for a	enrollment or eligibility based on Client define rules. Additionally, ADP shall (i) review and process all enrollment requests submitted via Employe Access; (ii) electronically transmit eligibility and/or enrollment information to benefit providers that accept eligibility information in electronic format; (iii) review and reconcile en

	Service	Roles and
Services	Specifics	Responsibilities
	twelve (12) month rolling calendar period, additional fees may apply. The number of different eligibility groups shall not exceed ten (10).	eligibility data electronically; (iv) configure up to five (5) new standard report templates via the standard HR & Benefits reporting module which Client may then run at its convenience and maintain going forward (custom report writing may be available for an additional fee under a separate statement of service); (v) provide access to the Module's standard and analytical reporting tools to meet ad-hoc or scheduled reporting requirements; (vi) make online confirmation statements available or generate paper confirmation statements for new hires and life events; (vii) electronically transmit information to Client's payroll system (e.g., benefit deductions, employee demographic data, etc.) on a schedule to be jointly determined by Client and ADP; and (viii) make available documentation necessary for Client's employees to coordinate Evidence of Insurability (EOI) process with carriers for life and disability coverages.
Vendor Invoicing	Vendor Invoicing assists Client with generating and reconciling invoices from benefit provider(s) and includes list bill or self-billing arrangements with the benefit provider(s). Vendor Invoicing provides Client (i) a streamlined process for determining the amount to remit to benefit providers; (ii) an accounting of all adjustments and/or discrepancies; and (iii) an audit process that accounts for all adjustments and/or discrepancies. Services are provided in ADP's standard invoice format and a presentation and training is provided to Client regarding the process and Client tools involved in this process. Pricing for this service is based on up to ten (10) self-bills and/or six (6) list bills. Client can request more for an additional fee. Cost allocation requirements or premium reporting requirements would be covered as a custom deliverable under professional services.	Client shall (i) review monthly consolidated bill and validate payment amount; (ii) provide all carrier specific invoice payment schedules; (iii) pay monthly carrier invoices; and (vi) provide administrative guidance required by ADP. Additionally, Client shall provide ADP with necessary billing contacts at provider and authorize provider to deliver billing data in electronic format to ADP on Client's behalf and make available any ad hoc query or reporting tools related to premium billing, remittance and/or accounts receivable. ADP shall (i) reconcile ADP generated premium invoices to insurance provider list bills for providers that are not self-billed; (ii) generate monthly consolidated bill as a recap/summary o premiums due to the providers; and (iii) provide online access to all HR & Benefit provider invoices for reference or download.
Benefits Service Center	The Benefits Service Center assists Client in providing and managing day-to-day employee support as it relates to its health and welfare benefit programs. The Benefits Service Center provides information and assistance to Client and its employees via online employee access, phone or email. The Benefits Service Center has auto-attendant capabilities to support automatic cal routing or bridging to third parties (e.g.,	Client needs to ultimately render a decision. Client is responsible for all exceptions and appeals presented to the Benefits Service Center and for providing the guidelines by which to accept and gather information regarding exceptions and appeals.

Services	Service Specifics	Roles and Responsibilities
	insurance providers) or referrals by service center staff. The Benefits Service Center hours are the same as those for all Comprehensive Services Service Center hours (as set forth in Schedule 1 to Annex A) - for Client administrators from 8:00 a.m. to 5:30 p.m., Client local time (Clients in Hawaii will have access 8:00 a.m. to 5:30 p.m. PST), and for Client employees from 8:00 a.m. to 8:30 p.m. EST. Both Service Centers will be available Monday through Friday, except for training, meetings, and ADP-recognized company holidays. Such scheduled downtime shall not exceed two percent (2%) of available time each calendar quarter.	maintaining employee indicative data and for providing administrative guidance and plan interpretation as required by ADP. Client also shall provide the Benefits Service Center with applicable plan documents and materials, including but not limited to, employee communications necessary to support administration and employee inquiries. ADP shall provide Client access to a dedicated toll-free telephone number for use by employees and HR staff. ADP shall document issues and inquiries received in ADP's Customer Relationship Management System. ADP shall be Client employee's escalation poin with insurance providers relating to eligibility, ID cards, enrollment and claim status issues. ADP shall provide quarterly reports relating to Benefits Service Center activity. At Client's request, but no more frequently that every ninety (90) days, ADP will archive record of terminated employees by moving the data of the terminated employee from active space to archive space within the Module. Additional fees shall apply for such archived records.
ADP Workforce Now Comp	rehensive Benefits Support Team	
Benefits Representatives	Access to Benefits Representatives to receive and respond to Client employee and administrator inquiries and process client employee requests. Benefits Representatives are responsible for the administrative deliverables, including bill reconciliation, carrier integration, and error resolution.	

Statement of Optional Services

Optional services are services beyond those included in the Statement of Core Services and are priced separately. Pricing and bundling packages for optional services are subject to change without notice. Optional services are billed at ADP's then current rate. Adding any of the following optional services require the mutual agreement of the parties and the execution of an Amendment or reference in the Sales Order.

Services	Service Specifics	Roles and Responsibilities
Life Insurance Administration	Life Insurance Administration includes: (i) provision of call center support through the Benefits Service Center to assist claimant through the process; (ii) submission of a life insurance claim on behalf of claimant and the coordination of the claim between the claimant and the respective benefit provider(s); and (iii) dissemination of conversion and/or portability information to terminated employees enrolled in benefit plans that offer a conversion and/or portability option.	Client shall (i) provide access to beneficiary information not contained in the Module; (ii) approve the condolence letter; and (iii) provide any administrative guidance, plan documents, benefit materials and employee communications required by ADP. Client is responsible for payment of all print, mailing and fulfillment charges. After receipt of the claim, ADP initiates process to verify eligibility, coverage amount, and the beneficiaries recorded in the Module. ADP generates and transmits a condolence letter to the claimant with appropriate forms and instructions. ADP adjusts benefits, as appropriate, pursuant to Client's benefit plan provisions, processes and procedures defined to address this type of event. ADP shall collect and process all necessary paperwork that the claimant is required to complete and respond to claimant's questions and inquiries. ADP reviews paperwork submitted by the claimant to ensure that all required information is complete. ADP shall transmit to the benefit provider, via overnight mail, all required paperwork, including the death certificate and documents that relate to the coverage amount and designated beneficiaries. Upon receipt of a termination of employment, ADP shall provide conversion paperwork to employees in the event they want to convert their current company provided coverage into a noncompany sponsored individual life insurance policy.

Services	Service Specifics	Roles and Responsibilities
Dependent Verification Services: New Hire Dependent Eligibility Confirmation	Confirm Client new hire dependent eligibility records to verify compliance with Client business rules and confirm eligibility based upon Client employee affirmation of dependent status.	ADP will send standard letter to Client new hires requesting completion of the required Affidavit of Dependent Status. Review submitted documentation to verify compliance with Client-specified rules for substantiation. Track status of requests for Affidavits. Provide final report to Client.
		Client must review report and determine dependents to be eliminated from coverage and notify ADP of eligibility determinations.
Dependent Verification Services: Full Population Dependent Audit	Audit Client employee and/or dependent records to verify compliance with Client business rules and confirm dependent status based upon Client-required documentation.	ADP will send standard letter to Client employees to be audited requesting required substantiation of dependent status. Review submitted documentation to verify compliance with Client-specified rules for substantiation. Track status of requests for substantiation. Provide monthly status report and final report to Client.
		Client must review report and determine dependents to be eliminated from coverage and notify ADP of eligibility determinations.



ANNEX D ADP Workforce Now® Comprehensive Payroll (together with Statement of Services)

The following terms supplement the general terms and conditions in Annex A and apply to the extent Client purchases ADP Workforce Now® Comprehensive Payroll.

1. PAYROLL SERVICES, FEES & PROCESS/USE.

- A. Services. ADP will make its Payroll Administration Services set forth in the Comprehensive Payroll Description of Core Services attached hereto as Schedule 1 to Annex D (the "Payroll Services") available to clients that meet certain criteria established by ADP and that agree to the terms and procedures outlined in this Annex. As a Payroll Services client, Client shall not perform any payroll/payroll module updates in ADP's systems; 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.
- Maintenance of Systems. Client will provide to ADP access to Client's systems, and will maintain its internal systems, equipment and software, as required, for ADP to provide Payroll Services. Client agrees to procure and maintain appropriate licenses to software and other works with regard to interfaces that are to be delivered or maintained by ADP as part of Payroll
- C. Client Information. All Payroll Services will be based upon information provided to ADP by Client and Client will be responsible for the accuracy and timely input of all such information. ADP shall not be responsible for any delays or inaccuracies in Client's delivery of data to ADP. Upon receipt from ADP, Client will promptly conduct a detailed review of all payroll registers produced by ADP for accuracy, validity and conformity with Client's records. Client will promptly notify ADP of any error or omission discovered by Client in any payroll registers, disbursement records, reports and documents produced by ADP or any discrepancy between the information provided by ADP and Client's records. Client will not rely on any record, report or document containing any discovered error, omission or discrepancy until such error, omission or discrepancy, has been corrected. Client will be responsible for any consequences resulting from instructions Client may give to ADP with regard to Payroll Services or any payroll registers, disbursement records, reports and documents prepared by ADP based on information provided
- TIME AND ATTENDANCE MANAGED SERVICES. ADP shall provide the Time and Attendance Managed Services as further described in this Annex and the attached Schedule 1 to Annex D (the "TA Managed Services") in accordance with and subject to the terms of this Annex and the Agreement. The TA Managed Services are only made available as part of Payroll Services to ADP Workforce Now Comprehensive Payroll clients that utilize the ADP Workforce Now Time and Attendance module (the "TA module"). The TA Managed Services to be performed by ADP hereunder are as follows:
 - End of Pay Period Administration; Resolution of Error Exceptions. Client acknowledges and agrees that Client will be responsible for ensuring that all time and labor data input submitted by Client to ADP is accurate, complete and delivered on time. For the purposes of this Annex, the term "error exception(s)" shall mean any data requirements within the TA module that, based on Client's configuration, have been assigned a severity level designation of "error"; such designation shall create a requirement for an operational task to be completed in order to proceed with Client's payroll processing. Failure to resolve an error exception will prevent Client's payroll from being processed as scheduled. Client acknowledges and agrees that additional charges will apply for any error exceptions that must be cleared by ADP in accordance with Section 2(A)(4) below on a per cleared error exception basis at ADP's then-standard rates. Client also agrees that all timeframes referenced below shall be determined during the implementation process. TA Managed Services shall include, but shall not be limited to, the following operational support to assist Client in the end of pay period process:
 - within an agreed upon timeframe prior to the deadline for payroll submission, ADP will notify all Client supervisors with error exceptions to clear all outstanding error exceptions in the Time and Attendance module;
 - (ii) if within a predetermined timeframe prior to the deadline for payroll submission Client has not cleared all outstanding error exceptions, ADP will advise Client's designated time and attendance contact (the "Designated Contact(s)") of all outstanding error exceptions;
 - (iii) lock the end of pay period process with respect to Client clearance of error exceptions;
 - (iv) if within a predetermined timeframe of the deadline for payroll submission, Client has not cleared all outstanding error exceptions, ADP will clear all such error exceptions by deleting the outstanding exception from the Payroll module. The actual entry will remain in the TA module until corrected and adjusted by Client; and
 - (v) submit pay files to ADP's payroll application by the scheduled deadline for payroll submission.
 - B. Data Administration. All data entry, adjustment and corrections to the TA module must be made by Client. ADP can make adjustments in the Payroll module only. Prior to commencement of Services, Client shall provide to ADP all necessary information and guidance relating to its time and attendance policies and guidelines and coordinate with ADP to establish standards for ADP in its execution of the Services.

- C. Navigation Support. ADP will provide telephone support to all Client employees and users for any post-training TA module navigation issues or inquiries through ADP's Employee Service Center ("ESC").
- D. Password Resets. ADP will provide telephone support to all Client employees and users for username and password reset requests through ADP's ESC. ADP will manage requests, and provide support, for any new Client employees or users that need to initialize their access to the TA module, including securing a username and password.
- E. Liability for TA Managed Services. ADP shall not be liable for any damages to Client arising from or in connection with a decision by ADP (to the extent permitted under this Section 2) to submit pay period files for processing after Client has failed to clear outstanding error exceptions within the specified deadline.
- 3. TAX REGISTRATION SERVICES. ADP shall provide tax registration services as further described in this Annex and the attached Schedule 1 to Annex D (the "Tax Registration Services") in accordance with and subject to the terms of this Annex and the 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:
 - A. 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.
 - B. All submissions to the taxing jurisdiction will be (i) reviewed by Client prior to submission 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.
 - C. 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.
 - D. 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.
 - E. 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.
 - F. 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.
- 4. RESTRICTIONS ON USE/OWNERSHIP. Client's right to use the products and services contained in Payroll Services are specifically limited. Only Client's authorized employees may access the products and services contained within Payroll Services. Any alterations made to or suggested for Payroll Services, documentation or related software by Client shall be the exclusive property of ADP. ADP retains all right, title, and interest to Payroll Services. Client shall not offer, loan, encumber, sell or otherwise transfer the products or services included within Payroll Services to any third party. This Annex is personal to Client. Client shall not assign or otherwise transfer any rights (other than the limited right for Client's authorized agent to access Payroll Services on its behalf) or obligations under this Annex or the Agreement. All right, title and interest to all intellectual property with respect to the products and services contained in Payroll Services, including that, which may be or become protectable by patent, copyright, trademark, trade secret or similar laws, shall remain exclusively with ADP. No license or other right of any kind is granted to Client by ADP's furnishing the products or services to Client, except for the limited right to use and test Payroll Services as expressly provided in this Annex. Client shall not use ADP's copyrights, trademarks, trade names or other intellectual property in any way.
- 5. INTERFACES. The Payroll Services shall include certain interfaces, as further described on Schedule 1 to Annex D attached hereto (each a "Payroll Interface"), and Client may elect additional Payroll Interfaces at its option. ADP, or its authorized agent(s), will electronically transmit employee data, including employee payroll data, to designated third parties authorized by Client, and Client authorizes ADP and its authorized agent(s), to provide such transmission on Client's behalf. Additionally, commencement of Payroll Interfaces are subject to completion by Client of setup of the configuration of the applicable Client Content (as defined in the Agreement) and the format of such transmission to designated third parties. The terms regarding Client Content set forth in Section 1F of Annex A of the Agreement will also apply to setup for Payroll Interfaces. Further, ADP's ability to transmit Client Content is subject to the provision by the designated third parties of a current functional interface between ADP's Internet Services and the designated third parties' systems. ADP will not be obligated to transmit Client's data to the designated third parties if at any time such parties fail to provide the proper interface as described above. If Client requires the development of any special interfaces in order to transmit such data to the designated third party, all work performed by ADP to create such interfaces will be at ADP's then current fees for such services. An annual maintenance fee shall apply to Payroll Interfaces. Finally, Client is responsible for promptly reviewing all records of 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 the payroll interface services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.

- RETURN OF PRODUCT. Upon the expiration or termination of this Agreement or upon Client's cessation of Payroll Services, Client shall promptly return to ADP all software, documentation and other materials, whether supplied by ADP or made by Client, in connection with Payroll Services.
- GARNISHMENT SERVICES.
 - Description of the Garnishment Services. ADP will provide Client with (i) wage garnishment order evaluation and processing, (ii) wage garnishment payment processing, (iii) voluntary wage deduction processing, (iv) third party wage garnishment order response services and (v) call center support services as further described on Schedule 2 to this Annex D (the "Garnishment Services"). ADP's provision of the Garnishment Services will be based upon and subject to the information supplied by or on behalf of Client (including orders or information provided by courts of law, attorneys, agencies, or Client). ADP will act solely in the capacity of a third party service provider of garnishment data evaluation and data and payment processing. ADP will in no way provide Client with legal services or representation in connection with its provision of the Garnishment Services.
 - Additional Documents. Client will execute and deliver to ADP copies of such documents, forms or instruments necessary for ADP to render to Client the Garnishment Services.
 - Improvements, Enhancements, etc. ADP will deliver to Client, at no additional cost, all improvements, enhancements, modifications and updates to the Garnishment Services if and as they are made generally available by ADP to its other Garnishment Services clients at no additional cost. All other improvements, enhancements, modifications and updates to the Garnishment Services will be made available by ADP to Client at ADP's then prevailing prices. All such improvements, enhancements, modifications and updates may, if applicable, be delivered to Client in the form of computer media and will be installed by Client. Client acknowledges and agrees that ADP will not be liable to Client for any degradation to the Garnishment Services or errors that occur as a result of Client's failure to implement any improvements, enhancements, modifications and/or updates to the Garnishment Services (including associated client interfaces) that ADP reasonably determines are necessary to ADP's provision of the Garnishment Services.
 - D. ADP Performance of Services. ADP's performance of the Garnishment Services shall be in accordance with and subject to the documents, policies, directives, rules, practices and procedures for such administration provided to ADP by Client or by third parties (such as courts, attorneys and agencies) to the extent that Client has directed ADP and ADP has agreed to accept such documents, policies, directives, rules, practices and procedures for such administration from such third parties. In the event ADP shall have any questions relating to the application of same to a particular set of facts, or if a garnishee notifies ADP of his or her objection to ADP's evaluation or application of the same, then ADP shall notify Client of such questions or objections. Client shall be responsible for obtaining answers to any such questions or resolving such objections and ADP shall be entitled to rely upon such answers and to follow any directions communicated by Client. Client authorizes ADP to release employee-related data to applicable courts of law, other third party vendors of Client as are designated by Client from time to time or to the extent necessary to provide the Garnishment Services.
 - Client Indemnity. Client shall indemnify, defend and hold ADP harmless from and against any and all liabilities, claims, penalties, damages, forfeitures, suits, and the costs and expenses incident thereto (including the costs and expenses of defense, settlement and reasonable attorneys' fees), arising from or claimed to have arisen from the performance by ADP of the Garnishment Services, including any such liability, claims, damages, costs or expenses arising from or claimed to have arisen from actions ADP performs in connection with Garnishment Services pursuant to any data supplied by Client or any instruction, request or representation of Client, except to the extent such liability, claims, damages, costs or expense arise from the negligence or willful misconduct of ADP. ADP shall be under no duty b review any such Client data, instruction, request or representation.
 - Additional Termination.
 - Basis of Termination. If (a) Client fails remit or otherwise make available to ADP sufficient, good and available funds within the deadline established by ADP, and (b) such failure, in ADP's reasonable opinion, creates a risk of loss of funds to ADP (based upon ADP's standard procedures), ADP may, in its sole discretion and upon notice to Client, immediately terminate the Garnishment Services under this Annex D. In addition, if ADP reasonably determines that it can no longer provide all or any portion of the Garnishment 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 the Garnishment Services. If the Garnishment Services are terminated by ADP pursuant to this Section 7F, Client will immediately (1) be responsible for payment of Client's wage garnishment and voluntary deduction amounts associated with that portion of the Garnishment Services terminated by ADP not otherwise collected from Client by ADP including, without limitation, any judgments, court costs, legal fees, and/or interest accruing after the date of such termination, (2) be responsible for its garnishment answer and filing obligations, (3) reimburse ADP for all such payment obligations paid by ADP on behalf of Client and theretofore not paid or reimbursed by Client, and (4) pay any and all fees and charges invoiced by ADP to Client relating to the Garnishment Services.
 - Reinstatement after Termination. If ADP terminates the Garnishment Services because Client fails remit or otherwise make available to ADP sufficient, good and available funds within the deadline established by ADP, and Client determines that its failure to do so was the result of a clerical error, Client may request in a writing delivered to ADP (a "Reinstatement Request") that ADP reinstate the Garnishment Services. The Reinstatement Request shall be certified by an executive officer of Client and include a detailed description of the circumstances surrounding Client's failure to make such funds available. If ADP agrees, in its reasonable discretion, that Client failed to remit or otherwise make available to ADP sufficient, good and available funds because of a clerical error, ADP will reinstate Client's Garnishment Services at the earliest date reasonably possible.

Additional Requirements. If Client fails to remit or otherwise make available to ADP sufficient, good and available funds and ADP chooses in its discretion to not terminate this Annex D, as a condition to continuing to provide the Garnishment Services, ADP may require Client to pay all outstanding and future wage garnishment payment obligations covered by the Garnishment Services and/or all ADP fees and charges for the Garnishment Services hereunder to ADP by (a) bank or certified check, (b) wire transfer of immediately available funds, and/or (c) in advance of the then current schedule.

G. Electronic Income Withholding Orders Program.

Authorization. To the extent the Electronic Income Withholding Orders Program (the "e-IWO Program") is available in any particular jurisdiction, Client authorizes ADP as its third party service provider to receive from the Office of Child Support Enforcement (the "OCSE") electronic income-withholding orders/notices issued by all states/tribes/territories participating in the e-IWO Program. Client also authorizes ADP to rely on the documents and information provided to it by the OCSE and to handle and process income-withholding orders/notices electronically transmitted to it in the same manner as if they were received from Client.

ADP Obligation. ADP's sole obligation with respect to the e-IWO Program is to handle and process incomewithholding orders/notices that are actually received by it from the OSCE. ADP shall not be liable or deemed to be in

default for any act, failure to act, negligence or bad faith by any state/tribe/territory or the OCSE. Client Obligation. In order to participate in the e-IWO Program, Client must provide to ADP the information necessary

to provide this functionality. For the jurisdictions participating in the e-IWO program, Client shall continue to forward any and all income-withholding orders/notices or related documentation or information received by it to ADP.

Mechanics of the e-IWO Program. Client understands that there is a 30-day start up period in which orders will convert from hard-copy documents mailed to Client to the electronic method. 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 acknowledges and agrees that ADP may, at its sole discretion, discontinue participation in the e-IWO Program at any time.

Client understands that any electronic income-withholding orders received by ADP as its third party service provider shall be considered records generated during the ordinary course of business and that the electronic income-withholding orders received by ADP shall be considered admissible as evidence in the same manner as paper documents.

CERTIFIED PAYROLL. Client acknowledges and agrees that Client, and not ADP, will be solely responsible for the preparation and processing of all certified payroll needs, including any reporting requirements. Client will be responsible for the maintenance of any third party system Client engages to meet its certified payroll requirements. Client will also be responsible for the creation of any and all reports and import files relating to certified payroll. ADP disclaims any liability whatsoever for any activities or actions relating to certified payroll and Client shall be liable for, and shall indemnify ADP against, any loss, liability, claim, damage or exposure incurred by ADP arising from or in connection with Client's certified payroll operations.

SCHEDULE 1 TO ANNEX D

Comprehensive Payroll Statement of Core Services

The following supplements the ADP Workforce Now Comprehensive Services Statements of Core and Optional Services (Schedule 1 to Annex A) and applies to the extent that Client purchases ADP Workforce Now Comprehensive Payroll.

Services	Service Specifics	Roles and Res		
		ADP	Client	
mplementation of Comprel	hensive Payroll			
mplementation of Compressions Standard Operating Procedures and Company Operating Procedures	ADP obtains detailed information required to design 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 uses analysis documents and meetings with Client to capture all of Client's pay practices and creates Company Operating Procedures ("COP").	Client provides ADP with its payroll practices and procedures and assists ADP with completing the COP, which will be used to perform the Payroll Services. To the extent that Client does not purchased ADP's WFN HR and/or Benefits Modules, the COPs shall outline additional Client responsibilities that may arise as a result of Client's use of such non-ADP HRIS or benefits system. Prior to commencement of the Payroll Services, Client must acknowledge the COP.	
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 upgrade to Payroll Services within fourteen (14) weeks of the commencement of implementation of Payroll Services.	
WLfores Now Compreh	ensive Payroll Support Team			
Payroll Specialists	ADP Payroll Specialists coordinate delivery 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)	ADP reviews payroll trends and evaluates and communicates payroll best practices.	Client shall adhere to timeline as documented by the Payroll Specialists	
Payroll Services			I D : 1 - 4 - ADD and undate	
Time and Attendance Managed Services	Time and Attendance module	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	Provide to ADP and update as required Client business rules and policies for time capture, changes in organizational structure, etc required to set-up and maintain TA module.	

Services	Service Specifics	Roles and Res	Client
		ADP	Chem
	5 Santaga (1991)	and attendance record	
		keeping.	Collect employee time
	Time collection and Reporting		according to Client business
			rules and policies within the
	· ·	Designated Contact(s).	appropriate payroll schedule.
		Identify error exceptions per	appropriate party
		agreed upon guidelines/	Client assigns employees to
		thresholds and escalate to	work schedules within TA
		Client.	module.
		Reconcile escalations per	Review and approve
		Client guidance but ADP	employee time data; notify employees and reconcile
		will not make adjustments to	error exceptions and
		Client data within the TA	discrepancies in accordance
		module.	with Client business rules
		Create time data batch and	and policies.
		submit to payroll.	-
		province buy-ove	Designated Contact must
			assign a secondary contact if
			unavailable for scheduled
		1	call/contact
			Respond to escalations as
			needed for approval per
			agreed upon schedule.
		į	ugiced upon series
		1	Client is responsible for all
		1	time entries, adjustments and
			approvals.
ayroll Administration		ADP provides services and	Client supports ongoing
ayron Administration		resources to the Client	processes, conducts strategi planning, develops Client
		related to the administration	business rules and policies
		of payroll. Provides problem management	and notifies ADP of any
		resolution for	Client procedural or
		problems/issues (includes	organizational changes
		case management, escalation	affecting the Payroll
		and reporting) from both	Services and assists in
		Client and Client employees	resolving issues escalated b
		and managers. ADP	ADP.
		communicates errors and	
		corrective actions including	
		reporting on open items. ADP maintains costing	Client defines labor costing
	Cost allocations	definitions to permit cost	and distribution codes and
		allocations from payroll	rules.
		data. ADP maintains all	
		"base" tables supporting the	
		payroll function.	G! +1 g // 1 -1
	Payroll Calendar/Schedule and	ADP will apply and	Client defines timekeeping
	Maintenance	configure payroll calendars	schedules, payroll calendar and cycles in accordance
		and cycles based on	with parameters provided l
		information provided by	ADP.
		Client.	1101.
		ADP will update schedule as	Client will inform ADP of
60	THE CONTROL OF THE CO	MENT _ Anney D	
ADP WORKFORCE NOW [®]	COMPREHENSIVE SERVICES AGRE	ZIMENT - AIRICX D	
ADP Proprietary and Confide Version: CHR CORE PLUS	entiai 72 VR) 05012015		
version: CHK COKE PLUS	(= 11) 0001=010		

Services	Service Specifics	Roles and Re	sponsibilities
Services	MANAGE TO THE STATE OF THE STAT	ADP	Client
		requested by client per agreed upon/established update process.	any changes to schedules, calendars, or cycles that impact payroll in a timely manner.
	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 designated ADP format (application or form) 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: Process submitted and approved employee changes and/or setup Process new employee pay/time file setup Collect and process employee pay file changes Process direct deposit enrollments and changes Manage and maintain payroll database and payroll records Process mass changes Import files that are in pre-audited, approved-	Client will: • Enter and approve employee changes and/or setup • Provide special payment information (e.g., one-time or infrequent payments such as bonuses or sales commissions, etc.) • Provide ADP-approved ADP formatted import files
	Paid Time Off (PTO)	ADP format 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,

Services	Service Specifics	Roles and Re	
BETTIES		ADP	Client
	T		including balance issues.
Payroll Processing	Payroli module	Provide payroll processing module for efficient calculation of gross to net processing through ADP's proprietary software.	Client agrees to not make any changes within the Payroll module.
		Provide and maintain	
	Gross to Net	module to calculate gross to net pay, including deductions.	
	Pay Processing and Off-Cycle Processing • Manual Checks • Retro Adjustments • Bonus Runs/Supplemental Pay Runs 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 Process off-cycle payrolls as requested by Client or as deemed necessary by ADP Provide Client access to off-cycle 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 deduction per data provided by Client If ADP performs an off-	• If a manual check is required, the Client Payrol 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

Services	Service Specifics	Roles and Res	
		ADP	Client
		cycle payroll, payroll amendment or issues manual checks at Client's request, additional fees may apply.	issue a manual check in house from their own check stock
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.
	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 3 rd Parties		Client is responsible for payments to 3 rd parties.
	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. W-2's are provided at an additional fee.	Review and approve final payments for payroll tax services. File and pay payroll taxes for jurisdictions where ADP is not authorized
Payroll Compliance	Quick Reference Guides Note: The offering does not include legal advice or guidance.	Access to Quick Reference Guides for each of the fifty (50) United States, which include a summary of the top compliance issues for Client's review and application.	Client remains responsible for its compliance with all applicable laws.

Service Specifics		sponsibilities Client
ADP Reporting provides comprehensive standard and	Provide tools for reporting and support.	Utilize reports and reporting tools as needed to support business needs.
analytical reports covering HR,	If Client requires additional	ousiness needs.
payroli, and benefits data.	assistance in developing	
1	reports, ADP will assist in	
		Generates file and imports to
GL Intertace	expense information file.	financial system as needed.
	Provides access and system	Maintains mapping of payroll
	to create file that contains	fields to financial system
	expense information that can	fields.
	be entered into the more	Communicates any mapping
		updates that impact payroll
	programs.	processing to ADP.
	Communicates any payroll	
l .	related changes that may	
	impact field mapping.	Provide initial file/setup
3 rd party interfaces - outbound	the payroll schedule and	requirements and formats for
	agreed upon format (custom	each interface.
	programming fees may	
	apply).	Provide updates to ADP for
		any changes to file/setup
		requirements.
	enent contact.	Maintain and resolve data
		accuracy for transferred file
3 rd party interfaces - inbound	Import and process up to	Client contact submits/sends
Finis	four (4) required ADP pre-	pre-audited file from 3 rd part to ADP using ADP
\	approved formatted file(s)	format/specifications,
	nouroll schedule. If Client	process, and
Į.	requires more than four (4)	schedule/timeline (5 busines
	files, additional fees may	days prior to pay date).
ļ	apply.	1.5.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1
	70 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Maintain and resolve data accuracy for files.
		accuracy for mes.
	resource is required to	Client shall adhere to
	Interface additional fees	schedule/timeline.
	will apply.	
	Client at its antion may	
	may apply.	
	xxx 1td. 11t. ma-1	
1	I Work with client to resolve	1
	ADP Reporting provides	ADP Reporting provides comprehensive standard and analytical reports covering HR, payroll, and benefits data. 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. 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. Create/Run interface file per the payroll schedule and agreed upon format (custom programming fees may apply). Provide file to designated client contact. Import and process up to four (4) required ADP preapproved formatted file(s) into Payroll module per payroll schedule. If Client requires more than four (4) files, additional fees may apply. If a designated ADP resource is required to manage/create a Payroll Interface, additional fees will apply. Client, at its option, may elect to add other Payroll Interfaces; additional fees may apply. Notify Client of any format

Services	Service Specifics	Roles and Re	
		ADP	Client
Employees Working Abroad	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		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.
	Foreign Nationals Expatriates (U.S. employees working outside of the U.S.) Foreign Nationals (Foreign employees working in 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. 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 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). 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 ADI with the appropriate direction.

Services	Service Specifics	Roles and Ro	esponsibilities
Services	Dea la se	ADP	Client
			worked and all events that require tax and other compensation changes and will notify ADP of such changes when required.
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.
Tax Registration Services		ADP shall obtain relevant	Client must provide to ADP
Relevant and Required		and required information to	all information requested by
Information		complete online or paper	ADP with respect to the Tax
		registration applications.	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.		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.		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 otherwis impact Client's request for a account number.

SCHEDULE 2 TO ANNEX D

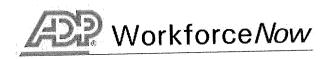
Garnishment Services ADP Description of Roles and Responsibilities for Garnishment Services

This matrix defines the responsibilities of ADP in delivering Garnishment Services to Client, and also highlights the responsibilities remaining with Client. Please note that all services are provided in accordance with standard ADP processes and methodologies, and are therefore is subject to change in the reasonable discretion of ADP.

Garnishment Services		Responsibility				
Area	Task/Activity	ADP	Client	Third Party	Notes	
Implementation	Provide wage garnishment data in single electronic file in ADP standard format, along with copies of all associated original garnishment orders; 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 and wage attachments to ADP		✓		NOTE: ADP assumes garnishments provided to ADP are valid	
	Process new and/or existing garnishment orders and wage attachments received from Client	√				
Employee Communications	Notify Client employee of garnishment order and/or wage attachment requirements, including processing fee for deductions associated with collection of child support or creditor lien through payroll deduction	~				
Non Court-Filed Communications	Complete and send notifications directly to applicable third party(ies)	*				
Court-Filed Communications	Complete court-filed notifications; send electronically to Client via GENAS for either electronic signature or wet physical signature where required due to State requirement or notary requirement.	V			NOTE: Court-filed notification include the following types of correspondence for Writs of Garnishment, wage assignment bankruptcy, Georgia state tax levies and other documentation required to be filed with a court	

arnishment Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
	Complete recurring answers as required by courts each pay cycle, including accompanying payments withheld from appropriate individual(s) (where payment is required to accompany such answers); send to Client for either electronic or physical signature (as described in the preceding section) as required	~			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
	Review, approve (via either electronic signature or physical signature as indicated by ADP), and notarize (if required), court-filed notifications and/or recurring answers within timeframe set out in standard operating procedure; send signed hard copy documents to ADP via overnight delivery		V		 Notice of employee not on file Final answer
	Process approved documents as follows: • For documents that can be signed electronically, affix Client signature, send electronically to applicable court	V			
	For documents that require physical signature and/or notarization, scan signed documents and send to applicable court				
	Retain ownership of completion of any court-filed communications not signed and/or sent within timeframe set out in standard operating procedure as described herein		V		
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 orde	r			
	Fund garnishment payments		✓		
Garnishment Administrative Fee Service	Collect garnishment administration fees associated with collection of child support and creditor lien payments through payroll deduction	V			NOTE: Administrative fees collected are calculated based applicable, state-dictated rate

Garnishment Services				Responsibility	/
Area	Task/Activity	ADP	Client	Third Party	Notes
	Report garnishment administration fees collected to Client via payroll output report; return collected fees to Client via adjustment to impounded amount for garnishments	✓			



ANNEX E **ADP Screening and Selection Services**

The following terms supplement the general terms and conditions set forth in Annex A and apply to the extent Client purchases ADP screening and selection services.

1. CLIENT OBLIGATIONS AND CERTIFICATIONS.

The ADP Screening Services will be provided by ADP Screening and Selection Services, Inc. ("ADP Screening Services"), an affiliate of ADP. Client will be provided the ADP Screening Services only upon passing ADP Screening Services' credentialing process. If Client has requested access to and been approved for Screening Services that include receiving consumer reports and/or investigative consumer reports (each individually, a "Report" or collectively, "Reports") from ADP Screening Services, then in connection with requesting and/or receiving any such Reports, Client certifies and agrees to:

- A. For Reports requested in respect of consumers in the United States, review the Notice to Users of Reports: Obligations of Users provided ("FCRA") Act Credit Report under Fair the www.adpselect.com\lgldocs\FCRANotices.pdf, and perform legal obligations as set forth in such notice. Client certifies that it has read the Notice to Users. Client further acknowledges it has read and understands its obligations under the FCRA and the penalties for requesting Reports under false pretenses or knowingly without a permissible purpose. Client agrees to request reports only in accordance with applicable domestic and international law.
- Use the information provided by ADP for one-time use, for the permissible purposes set forth herein (the "Permissible Purposes") only, and only in accordance with applicable domestic and international law. Client may disclose information within any Report obtained from ADP hereunder, to the consumer, potential employee or employee who is the subject of such Report (each a "Consumer"), in accordance with applicable domestic and international law. The Permissible Purpose is: Employment.
- C. Make a clear and accurate disclosure to the Consumer if an investigative consumer report (such as a reference check) will be obtained, including a statement informing the subject of the Report that additional information is available if requested.
- Obtain the proper written authorization from the Consumer for each Report prior to requesting any Report and retain such written
- Provide proper additional notices to the Consumer, a copy of the Report obtained, and a Summary of Rights, as required by the FCRA or any other applicable domestic or international law, if an adverse decision may or will be made in connection with information in any Report obtained from ADP. Client will provide the Consumer a reasonable opportunity to dispute information contained in a Report prior to Client making a final adverse hiring decision or taking any other adverse action based on any information contained in a Report. If Reports will be used for employment decisions, Client certifies and agrees (i) that the Report will not be used in violation of any applicable domestic, international, federal, state or local law or regulation, including, but not limited to, equal employment opportunity laws and regulations and (ii) to provide such additional notices required under the FCRA and any other applicable domestic, international, federal, state and local law, including, but not limited to, as applicable, a copy of the Report and Summary of Rights to the Consumer in advance of any adverse action or decision regarding employment and, to the extent an adverse action or decision is then taken, to provide the Consumer such additional notices as are required under the FCRA and any other applicable domestic, international, federal, state and local law. To the extent Client requests ADP to assist in any of such obligations, ADP shall do so solely at Client's direction and it shall be clear that ADP was not involved in any hiring decision. Notwithstanding the foregoing, all applicant inquiries as to why hiring decisions were made will be handled
- Take all measures to ensure that Reports will be requested, accessed and/or viewed only by Client's designated representatives; provided, however that Client may disclose information within any Report to the Consumer in accordance with applicable domestic and international law.
- Be responsible for the final verification of the Consumer's identity and for the security and dissemination of the customer number provided to Client.
- Receive such communications as ADP deems necessary to ensure Client is made aware of changes in procedure or applicable domestic or international law.
- Ensure that its designated representatives shall not attempt to obtain any Report on themselves or on any other person, except in the exercise of their official duties.
- Not resell any Report or the information contained therein.
- Notify ADP in writing within 10 days of any changes to Client's company name, federal tax identification number, address, telephone number, contact person, sale or closure of business, merger, change in ownership of 50% or more of the stock or assets of Client, change in nature of Client's business that would in any way affect Client's right to request and receive Reports. Client understands that certain changes may require additional Client credentialing.
- That it has read and understands its obligations under the FCRA and the penalties for requesting Reports under false pretenses or knowingly without a permissible purpose.
- In connection with the employment reference verification feature of the Screening Services, Client agrees to comply with the employment and income related information terms of use ("Employment Information Terms") set forth at

www.adpselect.com\lgldocs\EmploymentInformationTerms.pdf. Client certifies that it has read the Employment Information Terms and agrees to comply with same, as same may be amended from time to time upon written notice to Client.

N. Each Party shall comply at all times with its obligations under any data protection legislation applicable to it in any specific country (a "Privacy Law"), whether or not deriving from the EU Data Protection Directive 95/46/EC (the "Directive"). In the event and to the extent of any conflict between the terms and conditions of this Section and applicable law, the provision(s) of applicable Privacy Law shall govern. In order for ADP to provide the Services hereunder, Client shall provide ADP with Personal Information pertaining to Client employees and former employees as well as beneficiaries, agents, consultants, contractors, vendors, candidates and other individuals whose Personal Information is needed in connection with the Services ("Data Subjects"). "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. Client represents and warrants that this Personal Information has been collected in accordance with applicable Privacy Laws and that it has the authority to provide such data to ADP for processing as contemplated by this Agreement. Each of Client and Client's Affiliates acts as the "Controller" (as defined in the Directive), and each of ADP and its Affiliates and subcontractors providing Services act as the "Processor" (as defined in the Directive). In its capacity as the Controller and also on behalf of its Affiliates (each as a Controller with respect to its employees), Client confirms that it is duly empowered to grant ADP and ADP's Affiliates and subcontractors, each as a Processor, the right to access and process Data Subjects' Personal Information for the purposes of this Agreement so that each such Client Affiliate shall be considered as having directly empowered ADP and each ADP Affiliate or subcontractor. Client and its Affiliates, as the respective Controller(s), shall determine the purposes of collecting, processing, and otherwise using Personal Information of the Data Subjects (as defined below) and ADP shall process such information only in accordance with the Sales Order or other pricing documentation and reasonable instructions received from Client from time to time in connection with the Services. ADP shall at all times have implemented appropriate operational, technical and organizational measures that are reasonably designed to protect Personal Information received from Client against accidental or unlawful destruction, alteration or unauthorized disclosure or access. Such measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of implementation. In order to perform the Services, Personal Information may be processed (including access and hosting) by ADP, its Affiliates or its subcontractors (collectively, "Subprocessors") in countries that do not have laws that have been deemed adequate by the European Commission, including USA, Australia, Tunisia, the Philippines and India, provided ADP and its Affiliates have implemented reasonable safeguards to protect Personal Information with regard to all such processing, and provided further that: (a) ADP shall exercise appropriate due diligence in selecting Subprocessors and remain responsible for the quality of the Services and the Subprocessors' compliance with the Privacy Laws applicable to data processors; (b) at Client's request, ADP shall provide Client with reasonable information as to (i) the identity of the Subprocessors and the applicable main data flows, and (ii) the actions and measures ADP has undertaken to comply and monitor compliance with the provisions of the Privacy Laws applicable to the Subprocessors; and (c) where required by Privacy Laws and in consultation with Client, ADP and Client shall take the necessary measures to allow lawful transfers of Personal Information to Subprocessors, including by using agreements containing standard contractual clauses or other documents or mechanisms approved by the relevant data protection authorities. ADP shall provide Client with all reasonable information necessary to allow Client to obtain any applicable data transfer authorization in connection with the Services. Client, as Data Controller, shall cooperate with ADP to ensure a timely deployment of the documentation necessary to ensure the lawful processing of the Personal Information in all countries where the Services are, or are requested to be, provided. ADP shall be entitled to suspend the relevant Services and be excused from performance, if the adequate documentation for lawful data processing is not complete. In order to enable Client to fulfil its duties under the applicable Privacy Law, ADP will, within a reasonable time of receipt, notify Client of any complaint, inquiry or request (including access requests made pursuant to Privacy Laws) related to Client's or ADP's obligations under applicable Privacy Laws. ADP will provide Client, at Client cost, with reasonable cooperation and assistance and provide such information as may be reasonably required for the purpose of responding to Data Subjects or otherwise in order to enable Client to comply with its duties under Privacy Law in relation to such complaints, inquires and/or access requests.

SERVICES.

- Client hereby retains ADP to provide, and ADP hereby agrees to provide, such of the screening services indicated on the Client Ready Document ("CRD"), Sales Order or similar document, as such screening services may be changed or discontinued in ADP's discretion (the "Screening Services"). ADP Screening Services will abide by all of the provisions of the FCRA as they pertain to the obligations of ADP Screening Services acting as a consumer reporting agency. Such Screening Services are being provided solely at Client's request and instruction and Client acknowledges ADP is neither acting as an agent of Client nor making any hiring decisions for or on behalf of Client.
- Additional documentation and additional credentialing may be required before Client will be granted access to certain of the Screening Services, including, but not limited to, credit reports and motor vehicle records. Client will execute and deliver to ADP any documents and forms which may be necessary under any requirements of governmental data sources, consumer reporting agencies, applicable laws and regulations or as ADP deems necessary to provide to Client the Screening Services.
- Prior to the commencement of ADP's provision of Screening Services, Client shall designate in writing to ADP the name or names of one or more persons who shall serve as ADP'S designated contact for the Screening Services (the "Client Contact"). Client hereby represents and warrants to ADP that the Client Contact has, and shall at all times have, the requisite authority to (i) transmit information, directions and instructions on behalf of Client and (ii) issue, execute, grant, or provide any approvals (other

- than amendments to this Agreement), requests, notices, or other communications required or permitted under this Agreement or requested by ADP in connection with the Screening Services.
- D. Client will have access to the Reports through ADP's online ordering system for at least one year from the order date. Client is solely responsible for maintaining Reports sufficient to comply with Client's hiring and/or document retention policies. ADP will not deliver copies of Reports to Client once such Reports are no longer available within the ADP Screening Services background screening site or after termination of this Agreement, except as required by law
- Clients acknowledges that, for security reasons, Client's account may be inactivated by ADP after a prolonged period of inactivity; provided, however, that inactivation of an account does not result in termination of this Agreement. In the event Client's account becomes inactive, Client must contact ADP to reactivate the account. Client acknowledges that as a result of an account being deactivated, in certain circumstances, it may be required to provide new certifications with respect to its obligations under this Agreement and in connection with the Screening Services.
- F. ADP will follow reasonable quality assurance procedures with respect to obtaining Reports hereunder. However, Client recognizes that information within such Reports is obtained and managed by fallible sources and ADP Screening and Selection Services does not guarantee or ensure the accuracy or depth of information provided.
- The Screening Services may be performed by ADP affiliates located in other countries, and ADP may transfer or permit access to Client's Confidential Information for the purposes of performing the Screening Services outside of the United States of America. As a result, Client's employees' and applicants' personal information may be subject to the laws of such jurisdictions and may be accessible to the courts and law enforcement authorities of those jurisdictions. Notwithstanding the foregoing, ADP will remain responsible for any unauthorized disclosure or access of Client's employees' or applicant's personal information by any ADP affiliate in the performance of any such Screening Services.

PEMBROOKE DRUG SCREENING IN THE UNITED STATES ONLY.

ADP has entered into an agreement with Pembrooke Occupational Health, Inc. ("Pembrooke") which enables ADP Screening Services clients to purchase drug screening services ("Pembrooke Drug Screening Services") from Pembrooke at rates established by ADP. If Client elects to purchase Pembrooke Drug Screening Services from Pembrooke, through ADP, such services will be provided pursuant to a separate agreement between Client and Pembrooke. If Pembrooke Drug Screening Services are elected, Client authorizes Pembrooke to invoice ADP for the Pembrooke Drug Screening Services provided by Pembrooke to Client under its contract with Pembrooke at the rates set forth in the Sales Order or CRD. Client understands and agrees that as long as Client is receiving Screening Services through ADP and the ADP-Pembrooke agreement is in effect, ADP will serve as Pembrooke's billing agent and ADP will send Client a consolidated bill that includes both Screening Services fees and fees for the Pembrooke Drug Screening Services. Client agrees to pay ADP for the Pembrooke Drug Screening Services, and Client authorizes ADP to remit payment for such Pembrooke Drug Screening Services to Pembrooke, on behalf of Client. If Client stops purchasing Screening Services from ADP, or if the agreement between ADP and Pembrooke is terminated, Pembrooke will invoice Client directly for the Pembrooke Drug Screening Services, and invoices will be payable to Pembrooke, instead of ADP. If Client fails to pay any invoice for Pembrooke Drug Screening Services when it becomes due, Pembrooke may decline to provide Pembrooke Drug Screening Services to Client until such default has been cured. ADP shall have no liability for the Pembrooke Drug Screening Services, and Client's sole remedy for claims arising from the Pembrooke Drug Screening Services shall be against Pembrooke, and not ADP.

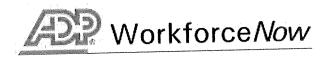
ADDITIONAL COMPLIANCE AND TERMINATION

Within 10 days following ADP's request, Client shall make available for review such records as ADP deems necessary to determine that Client is in compliance with applicable laws and regulations relating to the Screening Services ("Compliance Review"), which records may include, among other things, Consumer and vendor consents, but shall not include Client's financial records. Client's cooperating with this Compliance Review is essential to continued provision of the Screening Services. If either (i) Client fails to cooperate with ADP in the conduct of a Compliance Review or (ii) if as a part of a Compliance Review, ADP determines that Client has failed to comply with any applicable laws and regulations applicable to the Screening Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the Screening Services. If ADP determines that Client has failed to comply with any provision of this Annex E, ADP may, at its sole discretion and upon notice to Client, immediately terminate the Screening Services. If the Screening Services are terminated pursuant to this Section 4, Client will pay all fees and charges invoiced by ADP to Client relating to the Screening Services, and shall pay to ADP promptly all amounts due for Screening Services provided up to the date of termination. Upon termination of this Annex E, all rights granted to Client hereunder will become null and void, all materials provided by either party to the other hereunder (other than Reports) will be returned promptly and ADP shall have no further duties or responsibilities to Client with respect to the Screening Services.

ADDITIONAL FEES; CHANGES IN FEES.

The provisions set forth in Section 3A of Annex A shall not apply to ADP Screening Services. ADP may modify the fees for the Screening Services upon thirty (30) days prior written notice to Client. Notwithstanding the foregoing, a service fee will apply when ordering the New York Consolidated Criminal History Report and ADP may pass on any new or increased fees assessed on a product by any governmental source or third party vendor at such time as ADP is subject to such new or increased fees. Client agrees that additional fees as well as fees for specific reports will be indicated to Client via ADP's online ordering system utilized by Client prior to Client placing an order for same. In the event that, due to changes in legal requirements in connection with the Screening Services, ADP is required to provide additional services not otherwise included in the Screening Services, such additional services shall be provided subject to an additional charge. In addition, if any change in the implementation of the Screening Services occurs that requires ADP to devote resources, expend time or otherwise incur costs not contemplated by this Agreement, Client agrees to pay such additional costs as are required in accordance with

ADP's standard change control policy. cost prior to the order submission.	Unless otherwise indi	cated, orders placed with	nin the ADP online orde	ering system will display t	he



ANNEX G ADP FSA, HSA and Commuter Benefits

The following terms supplement the general terms and conditions set forth in Annex A and apply to the extent that Client purchases FSA, HSA and/or Commuter Benefit services.

FSA AND/OR HSA ADMINISTRATIVE SERVICES

ADP agrees to provide Client with certain flexible spending account ("FSA") and/or health spending account ("HSA") administration services in accordance with the terms of this Annex G ("FSA/HSA Services"). ADP FSA/HSA Services include, but are not limited to, the following services: automated payroll deductions; daily claims processing and daily distribution of payments; web access to ADP service and support; secure access to plan participant information; management reports; basic non-discrimination testing related to Internal Revenue Code sections 105(h) and 129; and sample FSA and/or HSA plan documents for clients to review and modify with their legal counsel. The Client (on behalf of the named plan administrator(s) ("Plan Administrator(s)") of the Plan(s) (as defined below)) hereby retains ADP to provide, and ADP hereby agrees to provide FSA/HSA Services with respect to Client's plans as governed by the relevant provisions of the Code (the "Plan(s)"). ADP does not draft or provide Plan documents.

COMMUTER BENEFITS SERVICES

ADP agrees to provide administrative services to process pre- and after-tax transit benefits in accordance with the terms of this Annex G ("Commuter Benefits Services"). Commuter Benefits Services include, but are not limited to, the following services: processing paper transit elections for transit passes and vouchers; online commuter benefits administration services, where allowable; assistance in implementing Client's commuter benefits plan to meet Client's plan requirements; administration and support of transportation and parking employee elections for eligible employees, including: automated payroll deductions, web access to ADP service and support, secure access to plan participant information, and management reports. The Client (on behalf of the Plan Administrator(s)) hereby retains ADP to provide, and ADP hereby agrees to provide Commuter Benefits Services with respect to Client's Plans. ADP does not draft or provide Plan documents.

PROCESSING FSA AND/OR HSA CLAIMS FOR CERTAIN RUN-OUT PERIODS

This Section 3 will apply if ADP is providing FSA/HSA Services. If ADP fulfills a Client request to process FSA or HSA claims for a run-out period that relates to a plan year or any portion of a plan year during which ADP was not the Client's service provider for the applicable flexible benefit plan ("prior year run-out period"), Client shall retain full responsibility for the accuracy and overall compliance of its Plan(s) with respect to the claims processing during the prior year run-out period. ADP will process and reimburse such claims upon Client request, using each participant's remaining balance prior to the run-out period, as provided by Client, and make any adjustments to such balance as needed. Notwithstanding any representation, warranties or covenants ADP makes in any part of the Agreement to Client regarding FSA/HSA Services, ADP shall not be responsible or liable for any consequences, damages, penalties, or similar issues relating to processing and reimbursing FSA or HSA claims per Client direction from Client's previous plan year (or any portion thereof) which was not fully administered by ADP.

APPLICATION OF FUNDS

ALL AMOUNTS EARNED ON FUNDS OR PREMIUMS REMITTED TO ADP IN CONNECTION WITH THE FSA/HSA SERVICES AND/OR COMMUTER BENEFITS SERVICES PENDING DISBURSEMENT TO CLIENT, CLIENT'S DESIGNEE OR TO PLAN PARTICIPANTS SHALL BE RETAINED BY ADP AS COMPENSATION. ADP'S CURRENT PROCESS FOR DISBURSEMENT OF SUCH FUNDS IS DESCRIBED IN ATTACHMENT 1 TO ANNEX G BELOW. ADP MAY COMMINGLE SUCH FUNDS WITH SIMILAR FUNDS FROM OTHER CLIENTS AND WITH SIMILAR ADP AND ADP-ADMINISTERED

CLIENT INDEMNITY

Client agrees to defend, indemnify and hold harmless ADP, its affiliates and their directors, officers, employees, legal representatives, agents, successors, and assigns from and against all Losses incurred as a result of entering into and performing the FSA/HSA Services and/or Commuter Benefits Services or any other cause arising out of this Agreement or the Plan(s), except to the extent those Losses resulted from the negligence, willful misconduct or willful breach of this Agreement by ADP in the performance of the FSA/HSA Services and/or Commuter Benefits Services.

6. FUNDING OBLIGATIONS

A. The term "Payment Services", as defined in Section 1J of Annex A of this Agreement, is hereby amended to include the FSA/HSA Services and/or Commuter Benefits Services for all purposes relating to ADP's provision of FSA/HSA Services and/or Commuter Benefits Services. If applicable, Client will remit or otherwise make available to ADP sufficient good and available funds within the deadline established by ADP and via the method of delivery required by ADP to cover Client's third party payment obligations covered by the FSA/HSA Services and/or Commuter Benefits Services (including, without limitation, as applicable, Client's payment obligations to its employees and its health and welfare insurance carriers (the "Carriers")). ADP will apply such funds to satisfy the Client's third party payment obligations as required to perform the FSA/HSA Services and/or Commuter Benefits Services. Client covenants and agrees to have at all times sufficient good available funds to satisfy all claims initiated in connection with the FSA/HSA Services and/or Commuter Benefits Services.. In the event the designated account (the "Account") does not contain adequate funds to satisfy such claim, Client shall immediately. wire to ADP or such third party card

service provider designated by ADP the amount necessary to satisfy such claim and, in addition to any other remedies available to ADP, ADP shall charge, and Client shall pay, a nonsufficient funds ("NSF") charge for each NSF occurrence. ADP shall not be obligated to provide Services or pay any third party amounts hereunder on Client's behalf during the period in which the Account has insufficient funds, and shall be relieved of its responsibilities with respect to all applicable performance guarantees and/or service level agreements until the funding amount has been satisfied. Client understands and agrees that the fuding for the Account shall not include any plan assets, as that term is defined by ERISA.

Client agrees to cooperate with ADP and any other parties (for example, involved in processing the Card (as defined below) transactions) to recover funds credited to or expended by Cardholders (as defined below) in error. Such cooperation may include withholding amounts from participant's wages, offsetting against subsequent valid expense claims under the Plan, and/or invalidating Cardholder's Card until the amount has been repaid.

C. If (i) Client defaults in the payment of any sum of money hereunder, (ii) Client fails to comply with Section 6A above or otherwise provide sufficient, collected funds to ADP within the deadline established by ADP to satisfy Client's third party obligations which results in a loss or financial risk to ADP, (iii) Client defaults in the performance of any of its other obligations under Section 7, (iv) Client has any material adverse change (in ADP's sole and reasonable discretion) in its financial condition, (v) any unauthorized credits or debits are initiated in Client's name, (vi) the Originating Bank (as defined below) notifies ADP that it is no longer willing to originate debits or credits for any reason, (vii) the ACH Agreement (as defined below) or Debit Authorization (as defined below) is terminated by Client, (viii) ADP reasonably determines that Client no longer meets ADP's eligibility requirements for such Services, or (ix) with respect to the Stored Value Card Services (as defined below), the Card Issuers (as defined below) cancel the Cards (as defined below) issued on behalf of Client; ADP may (a) immediately terminate this Agreement and/or the affected Services, (b) declare all amounts due and to become due immediately due and payable and/or (c) require Client to prepay for future Card processing.

STORED VALUE CARD SERVICES

The Stored Value Card Services ("Stored Value Card Services") shall refer to the use by Client's employees of an ADP Stored Value Card to obtain qualified fringe benefits under the Plan(s). The ADP Stored Value Cards may be referred to herein collectively as the "Cards" or each a "Card" and employees of Client who receive a Card may be referred to herein collectively as "Cardholders" or each a "Cardholder." If Client elects to receive Stored Value Card Services as indicated on the attached Sales Order Form, Client acknowledges and agrees that Client's receipt of such services shall be subject to the following additional terms and conditions:

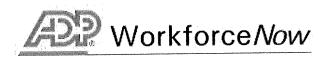
- A. Additional Documents. ADP shall not be obligated to provide the Stored Value Card Services unless Client has executed and delivered to ADP the applicable documents, forms or instruments necessary for ADP to render to Client the Stored Value Card Services. Client will execute and deliver to ADP or the third-party card service provider designated by ADP copies of the Automated Clearing House agreements ("ACH Agreements"), Authorization to Debit/Credit ("Debit Authorization"), and such other documents, forms or instruments necessary for ADP or the third-party card service provider designated by ADP to render to Client the Stored Value Card Services. In addition, Client shall use the form of enrollment documents provided by ADP in connection with the Stored Value Card Services, or shall amend its enrollment forms with such language as may be required by ADP from time to time. All such agreements, documents and forms may be assigned by ADP in the event ADP elects to use a different card issuer ("Card Issuer"), bank originating debit and credit instructions on ADP's behalf (the "Originating Bank") or other related card or voucher vendor.
- B. Issuance of Cards. Client shall be responsible for providing the required information regarding each participant that has elected to receive a Card. Client will provide the information in the manner prescribed by ADP. Upon receipt and processing of a participant's information and subject to the Card Issuer's approval, the Card will be mailed to the participant, together with the terms and conditions for the use of the Card. All Cards issued to Cardholders are the property of the Card Issuer and are subject to cancellation by the Card Issuer at any time.
- C. Cardholder Services. ADP will make available Cardholder services to Cardholders. Client will direct Cardholders to resolve all disputes regarding Card fees and charges and disputed charges on a Card with, and to report any lost or stolen Cards to, Cardholder services. Contact information for Cardholder services is located on the terms and conditions of use provided with each Card. Notwithstanding the foregoing, Client will be responsible for resolving all disputes by Cardholders regarding use of the
- D. Card Policies and Procedures. Client will follow the instructions and reasonable Card policies established by ADP from time to time and communicated to Client.
- Debits. Client shall be liable for each debit to the Client Account initiated by ADP or its designee hereunder in accordance with the terms of this Agreement or the Debit Authorization. Client unconditionally promises to pay to ADP any debit that is returned to ADP because of insufficient or uncollected funds or for any other reason, upon demand, together with interest thereon at the rate set forth in Section 10C of Annex A of this Agreement. Also, in the event that ADP attempts to recover funds in accordance with Section 6B above and ADP is not able to recover such funds for any reason, Client unconditionally promises to pay the amount of such insufficiency upon demand, together with interest thereon at the rate set forth in Section 10C of Annex A of this
- Termination of Stored Value Card Services. Either ADP or Client may terminate the Stored Value Card Services upon 60 days prior written notice to the other. In the event that ADP exercises its right to terminate under this section, ADP shall make reasonable efforts to offer Client a traditional FSA or HSA.

Attachment 1 to Annex G - Disbursements

FSA, HSA and Commuter Benefits Services. As FSA, HSA and Commuter Benefits claims are adjudicated by ADP, and ADP determines that a participant is entitled to reimbursement, ADP determines the aggregate amount to be paid as reimbursement to participants and obtains Client funds for such reimbursements. In the event that ADP provides Stored Value Card Services to Client, the provisions of Section 6A shall apply. All such reimbursement amounts disbursed to ADP pending participant reimbursement are maintained in an account that is separate from ADP's operating accounts. Clients remit claim reimbursement payment amounts to ADP via Client-initiated Fed wire or ACH transfer, via ADP-initiated ACH transfer, or via Client check. Due to the nature of the ACH system, ADP generally receives use of the amounts disbursed to ADP via ACH transfer within two (2) days from the ACH impound date. Once Client checks clear the banking system, the payment amounts are made available to ADP. Fed wire funds are made available to ADP immediately. Immediately upon ADP's receipt of good funds from the Client, ADP makes disbursements in the amount of the applicable reimbursement to each participant. Participants receive such payments either by check or, if they and the Client have elected, by direct deposit. On average, checks remain outstanding for nine to twelve (12) days before being presented for payment. In some cases, upon the Client's request and as a convenience to the Client, ADP holds a Client-determined amount on account in order to facilitate the prompt reimbursement of participant claims at the time of claim adjudication. ADP does not determine the amount to be held on account for the Client, and all such amounts may be withdrawn at any time by the Client.

Investment of Amounts Held. ADP invests such funds, pending disbursement or presentment for payment, in long and short term investments, such as money market funds, United States treasury obligations, United States government agency obligations, corporate notes, and other investments.





1. OVERVIEW.

- A. Description. ADP will provide the Essential ACA solution specified in the Sales Order (and any applicable service specification) (collectively, the "Essential ACA solution") to Client in accordance with the terms of this Agreement. Essential ACA is a technology and software solution to assist in managing compliance needs related to the Affordable Care Act (ACA), including eligibility calculations and affordability determinations, preparation and electronic filing of 1094c and 1095c forms, access to evidence of benefit offering information and benefit offering audit reports. Client must use ADP Workforce Now payroll, HR and benefits services in order to receive the Essential ACA solution.
- B. Grant of License; Limitation on Use. ADP grants to Client a personal, non-exclusive, non-transferable right and license to use solely for the internal business usage of Client and only in connection with its receipt of the Essential ACA solution, the ADP Products delivered to Client, if any, in connection with the Essential ACA solution. Client will not copy, assign, loan, sub-license or otherwise transfer the ADP Products, or alter, modify or adapt (or cause to be altered, modified or adapted) the ADP Products. Client may not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any ADP Products. Client will not publish the results of benchmark tests run with the ADP Products. CLIENT WILL NOT RECOMPILE, DISASSEMBLE, REVERSE ENGINEER, OR MAKE OR DISTRIBUTE ANY OTHER FORM OF THE ADP PRODUCTS. Client's use of any pre-packaged third party software will be governed by the terms and conditions of the applicable third party license agreement delivered to Client with such pre-packaged third party software. Client will not (i) employ the development tools provided to Client, (ii) write or modify reports (excluding reports generated using ADP's ad hoc reporting tools provided to Client) or interfaces, or (iii) modify the database, in any way, except as expressly authorized by ADP.
- C. Delivery of Client Content. Client shall promptly deliver to ADP the Client Content as required by ADP in an electronic file format specified by and accessible to ADP and will include any materials relating to Client and necessary for incorporation in the Essential ACA solution, including, but not limited to, any Human Resources, Payroll, Time and Labor, Benefits, Form I-9, and/or financial data.
- D. License to Client Content. Client hereby grants ADP a non-exclusive, non-transferable license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy (including back-up copies) and display the Client Content as reasonably necessary to perform the Essential ACA solution.
- E. Limitation on Client Content. Client is solely responsible for all Client Content and for obtaining all required rights and licenses to use and display such Client Content and to grant to ADP the licenses granted hereunder in connection with the Essential ACA solution. Client shall provide to ADP Client Content that does not contain any content or materials which are obscene, offensive, inappropriate, threatening, malicious, which violate any applicable law or regulation or any contract, privacy or other third party right or which otherwise exposes ADP to civil or criminal liability. ADP reserves the right to exclude or immediately remove from the System any Client Content which it determines in its sole discretion violates the previous sentence, provided that ADP has no obligation to review or monitor the Client Content. "System" means, if applicable, the hardware, operating system software, web application, ADP Products, database programs and network connectivity.

2. THE SERVICES.

- A. Client ACA Liaison. Prior to the commencement of ADP's provision of the Essential ACA solution, Client shall designate in writing to ADP the name of one person who shall serve as ADP's principal designated contact for the Essential ACA solution (the "Client ACA Liaison"). Client hereby represents and warrants to ADP that the Client ACA Liaison has, and shall at all times have, the requisite authority to transmit information, directions and instructions on behalf of Client. The Client ACA Liaison also shall be deemed to have authority to issue, execute, grant, or provide any approvals (other than amendments to this Agreement), requests, notices, or other communications required or permitted under this Agreement (including, without limitation, Change Items) or requested by ADP in connection with the Essential ACA solution. Client shall designate an alternate Client ACA Liaison in the event the principal Client ACA Liaison is not available.
- B. Client Instructions. In the event ADP shall have any questions relating to a particular set of facts or client directions, then ADP shall request clarification from the Client ACA Liaison. The Client ACA Liaison shall have the responsibility to obtain answers to any such questions or objections and ADP shall be entitled to rely upon such answers and to follow any directions communicated by the Client ACA Liaison. Client authorizes ADP to release employee-related data to third party vendors of Client as are designated by Client from time to time. ADP shall be under no duty to question the measures taken or directions provided by Client pursuant to any section of this Annex L.
- C. Client Indemnity. Client shall indemnify, defend and hold ADP harmless from and against any and all liabilities, claims, penalties, damages, forfeitures, suits, and the costs and expenses incident thereto (including the costs and expenses of defense, settlement and reasonable attorneys' fees), arising from or claimed to have arisen from the performance by ADP of the Essential ACA solution, including any such liability, claims, damages, costs or expenses arising from or claimed to have arisen from actions ADP performs in connection with the Essential ACA solution pursuant to any Client Files (as defined herein) supplied by Client

- or any instruction, request or representation of Client, except to the extent such liability, claims, damages, costs or expense arise from the negligence or willful misconduct of ADP, or any breach by ADP of this Agreement.
- D. 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 INTERNAL REVENUE 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 THE ESSENTIAL ACA SOLUTION, THE ADP PRODUCTS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.

3. IMPLEMENTATION SERVICES.

- A. Implementation Services. ADP will assist Client in implementing the Essential ACA solution for the benefit of and in conjunction with Client in accordance with the provisions of this Section 3. ADP will use commercially reasonable efforts to complete the implementation services in a timely manner.
- Conversion of Data; Required Timeline. Client shall provide to ADP, and shall cause any third-party providers to provide to ADP, such applicable Client files, databases and other information (the "Client Files") as is necessary to permit the Essential ACA solution to be performed. Client must provide the Client Files to ADP by November 1st of the year preceding the year in which the preparation and electronic filing of 1094c and 1095c forms will be provided. For purposes of clarification and example, in order for ADP to perform the preparation and electronic filing of 1094c and 1095c forms in January of 2016, Client must provide the Client Files in accordance with the terms and conditions of this Annex L, and such Client Files must be accepted and converted by ADP by November 1, 2015. Client assumes the responsibility for the Client Files to be transmitted to ADP, including, but not limited to, their condition, content, format, usability or correctness. Client shall perform all Client Files refinement, purification and reformatting in order for the Essential ACA solution to be performed by ADP. ADP shall be compensated on a time and expense basis at ADP's standard rates in effect at such time in the event ADP is required to perform any such refinement, purification or reformatting. Client will cooperate with ADP and provide ADP with all necessary information and assistance required in order for ADP to successfully convert the Client Files. ADP will notify Client when, in accordance with its normal acceptance procedures, the applicable Client Files have been successfully converted and when the Essential ACA solution are operational. Client understands and agrees that if Client fails to provide the Client Files in order for such Client Files to be accepted and successfully converted by November 1st, in any given year, ADP will not provide the preparation and electronic filing of 1094c and 1095c forms for that year and Client will not be eligible for credit of any fees paid for the Essential ACA solution for that year. The obligations described in this Section 3B shall apply to ongoing provision of Client Files to ADP by Client.
- C. Project Lead. Client will designate a project lead for the implementation of the Essential ACA solution and will promptly notify ADP of the name, telephone number and email address of such person. The Client project lead will be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required under this Annex or requested by the other party in connection with the implementation of the Essential ACA solution. The project lead will bring appropriate personnel/skillsets to the project as needed.

4. CLIENT VENDORS.

Client will at its own cost make all necessary arrangements with its third party vendors to cause such vendors to send data to and receive data from ADP as required for ADP to provide the Essential ACA solution. Client shall reimburse ADP for any costs ADP is required to bear in connection with or arising out of any such transmissions of data from and/or to such third party vendors.

5. RECORDS.

ADP is not, and will not be, Client's official record-keeper. Accordingly, Client will, to the extent it deems necessary, keep copies of all source documents of the information delivered to ADP.

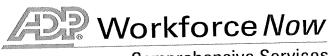
6. REGULATORY FEES.

In the event that Client or ADP is subjected to any form of governmental or regulatory fees or charges related to the Essential ACA solution provided by ADP under this Annex, such charges will be the responsibility of Client.

7 LICENSED ENTITY

Notwithstanding the use in this Annex L of the word "ADP", in the event that ADP determines that all or a portion of the Essential ACA solution may be subject to licensing or other regulatory requirements, such services shall be performed solely by such wholly owned subsidiary of Automatic Data Processing, Inc. as shall be designated by ADP.





Comprehensive Services

Authorization Form for Existing Clients Additional Company Code(s)

	Additio	onal Company Codes	<u>3)</u>	
Date: 05/20/15 Parent Company Code:			e center ooo	o)
Below is the list of Compan Comprehensive Services pla	y Codes and services that I $_{ m at}$ form.	am currently processing	with ADP that should b	e included in the
What is your existing ADP ((example: jsmith@client i	Client ID: d)			
Please place an (X) nex	t to the services you curr] Cobra	ently have with ADP: ADP401k	HR & Benefits	
ezLabor Manager Er	nterprise eTime Co	oncur Dec	OP	
Other ********* Current Service Center: 00	**************************************	**************************************	**************************************	**************************************
Current Service Center: 00	060 Company Name: Publ	ic Building Commission	Co Code: 8Y 6DM	
Current Service Center:	Company Name:	Co Code:		
Current Service Center:	Company Name:	Co Code:		
Current Service Center:	Company Name:	Co Code:		
Current Service Center:	Company Name:	Co Code:		
Current Service Center:	Company Name:	Co Code:		
Current Service Center:	Company Name:	Co Code:		
(Please submit an add Comprehensive Service C	litional form if more than enter: Outsourcing Service	8 additional compan - 0030	y codes)	
Client Name: Public	BUILDING COMPUSSION		.26.15	
Client Signature:				
Comprehensive Services 6.15.2	010 v2			

BUILDING SALES TALENT

CONNECTING SALES EXPERTISE

OPTIMIZING SALES PROCESS

DELIVERING SALES READINESS



ACA Services Statement of Work

TAXPAYER LEGAL NAME:	Public Building Commission		City State 71	
Legal Address			City, State, Zip	
50 W Washington Ste 200		Executive Contact	Chicago, IL, 60	. COOK
Payroll Contact Nikki Bravo				
	Email	Erin Lavin Cab 312-744-3090 Phone		Email
Phone			onargi@cityofchi	erin.lavin-cabonargi@cityofchicago.org
312-744-3090	nikki.bravo@cityofchicago.org	312-744 3050 013		
	rs Data Conversion: Need depen	ids on actual ADP Payroll	Start Date	
*Historical Hours will allow Wo	rkforce Now to calculate 'ACA Benefit State e extent of history the client wishes to bring	us'. Without system calculation, cli-	ent can code emp	oloyees as 'Part Time' or 'Full Time'.
X Check here if o	ot need or already has hours history i client does not need options 2, 3 or 4 be	clow; If not checked, please selec	ct ONLY one of	f the 3 options listed below
Client Elects:	cal Hours Import: When client elects to No Charge			selves
Option 3: ACA Historic Includes: Extra Client Elects:	cal Hours Import*: When up to 12 more action, conversion and import into Wors \$1,000 Conversion Fee (SCN: 4Z R00)	kforce Now on the client's behald 116)	ir; Limited to of	ne source / vendor
Includes: Extr	listory Conversion*: When importing vaction, conversion and import into Wor \$2,600 Conversion Fee (SCN: 4Z R00.	kforce Now on the client's bena 111)	s needed If; Limited to o	ne source / vendor
*For Options 3 or 4, Letter	Agreement Required; Note prior ve	ndor name here:		
				Start Date & Madical Plan Vear
B. Medical Benefit Plan	n & Historical Data Support: No	eed depends on actual Ben	ietits Module	e Start Date & Medical Plan Year
Option 1: Client does n	not need; Already has active plans with client does not need options 2 OR 3 be	effective dating & historical dat	ta loaded in Wo	rkforce Now Benefits Module //or 3 listed below
Option 2: Current Medical need a medical Includes: Create Client Elects	dical Plan Creation: Required only for al plan created, post migration, in Esser ation of Current Plan, Enrollment & De : \$500 Conversion Fee (SCN: 4Z F000)	migrating HR Profile(PCPW), intial HR & Benefits. *Not neede opendent History going back to be 64)	HR eXpert(Pay ed for clients up beginning of cur	eXpert) & Essential HR (WFN v2) clients that grading to Enhanced HR with Enhanced Benefits trent calendar year
Option 3: ACA Emplo	yee Load: Required only if medical pla porting Effective Date, ACA Status, Min Space: \$500 Conversion Fee (SCN: 4Z F000)	n runs on a fiscal year or Bene nimum Value Provided, Cost of	fits Module is so Employee-only	etup mid-calendar year / Coverage for current calendar year
C. Self Funded / Self I	nsured Plan Support			
Option 1: Client does X Check here i Option 2: ACA Depen	not have a Self Funded/ Self Insured if client has a Fully Insured medical plan	n OR had the ADP Benents Moded/Self Insured plans and client dents and prior plan creation (if	is setting up Be	f January 1 enefits Module mid-calendar year ng back to beginning of current calendar year
Terms & Conditions: Changes in project but any changes or additions to the stater Upon completion of the services, Client Client notifies ADP within 10 business of the event that Client terminates this St	ct scope and/or unforeseen internal/external issues such as d ment of work shall be subject to price changes in the normal will immediately notify ADP if the services and deliverables lays of the date of completion of the services. OW or the Agreement and work hereunder has already comm	lelays beyond ADP control may impact completicourse of business, at ADP's discretion. soutlined in this statement of work have not been menced, Client agrees that it is responsible for all	n satisfactorily delivered	t. Prices for the statement of work as set on the effective date shall not change d. Services, including any deliverable, will be deemed accepted by Client unles d by ADP prior to the effective date of such termination and such amounts sha
be due and payable by Client to ADP wi	thin 5 days of receipt of invoice. f Work, customization projects will be maintained and supposses, are available at additional cost. After this initial 30 day		1 I'm O-miles abone	a compact additional change requests and customization upgrades, including

This Statement of Work is an addendum to the Agreement executed by the parties and is incorporated by reference as if fully set forth herein. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Addendum.

*This proposal expires thirty (30) days after Proposal Date if not signed by Client. Options & Rates above only apply to companies with 999 employees or less; Valid through 5/15/2015

ADP Sales Associate:

Date:

Date:

5 | 20 | 15

					Est. Start Date	Prod. Coda	Co	, Coda
AD .	Workforce Now Sales Order				DEP 43417 P-010	81	0060	EDM
XPAYER LEGAL NAI/E								
ibile Building Commission				City, State, Zip		County		
al Address				Chicago, IL, 60	RA2 :	Cook		
W Washington Ste 200				Executive Contact				
TO CONIACI				Erin Lavin Cabo	nami			
ki Bravo	-15			Phono		Entall		
N D AYD	Emst nikki,bravo@ckyofchicago.org					erin.tavkı	cepousing	ilyolchicago.or
2-714-3090	4-3090					County		
ing Address (il different from logal)				Cay, Stato, Zip		l		
- L. Outschoondon	62	pald on	nployee(s)					
Sales Order based on	Fron.	Processing	Implomentation	Annual		Com	ments	
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/orkforce New 'Latest Version' Additional Business Sale	BITTOURS				*Easential ACA	ta being som to	mi exercit	Caratte trias rat
	12	\$93.00		\$1,116.00				
WFN HR Services: \$1.50 / Pay / Month Pend Code: 8 SGN: F01900 Includes:			\$0,00		ACA SAN	icos Statement	of Work for a	full dotali
					of additional wo	nk and cost that	may apply	
- Annual 1094/1095C Reporting								
- Evidence of Benefit Offering Screens & Reparting					*Only one sale:	s order for Pare	ni Codo requi	ad.
ACA Initial Configuration Includes:					- lockide lotal	employee count	for all control	attached
ACA Landing Page Setup Measurement & Stability Periods Setup & Support		ļ			- tojulis Workf	orce Now datab	nsė	
Moasurement & Stability Language Control		ļ	 					
Billing: ACA and any other module added to HR's bundle is based on all employees in	the database the	have not bee	n 'archived', ADP v	wil begin biting the	ACA Fee upon ac	HARRON.		
Billing: ACA and any other module added to HR's bundle is based on an employed in	I silo unicapana				Special Notes			
Billing Frequency must follow how HR is billed			<u> </u>		Special Notes			
		 	 					
		\$93.00		\$1,118,00				
Total per Processing Fee		403.00	\$0.00					
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Additional Business								
Parent Company					1			
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Date Sales Managor	Date
ADP Sales Associate Date Client Authorization S.76.15 X	
1 x y and 1 x y a x y	

	ACA Services S	Statement of Work
XPAYER LEGA	L NAME: Public Building Co.	mmission City, State, Zip
gal Address		Chicago, IL, 6(Cook
W Washington Ste	200	Executive Contact
ayroll Contact ikki Bravo		Erin Lavin Cab. 312-744-3090
hone	Emali	Phone
12-744-3090	nikki.bravo@cityof	chicago.org 312-744-3090 erin.lavin-cabonargi@cityofchiderin.lavin-cabonargi@cltyofchicago.org
		N. J. and on setual ADP Payroll Start Date
y Historical A	CA Hours Data Conversion	n: Need depends on actual ADP Payroll Start Date 2 'ACA Benefit Status', Without system calculation, chent can code employees as 'Part Time' or 'Full Time'. ent wishes to bring over.
Historical Hours wi	II allow Workforce Now to calculate based on the extent of history the cli	ent wishes to bring over.
options below vary	ent does not need or already ha	s hours history in Workforce Now
	. wit in Mr. Charac	hen client elects to upload up to 12 months of hours history themselves
Cli	ent Elects: No Charge A Historical Hours Import*: V	When up to 12 months of hours history is required You are into Workforce New on the client's behalf, Limited to one source / vendor
	t to Esteration conversion and	I linboit fillo Morragio, to it
Cli	ent Elects: \$1,000 Conversion F	When importing up to 4 years' worth of history is needed When importing up to 4 years' worth of history is needed Limited to one source / vendor
	Turnellan conversion an	d limbon tito Attractory
		ed; Note prior vendor name here:
*For Options 3	or 4, Letter Agreement Require	ta Support: Need depends on actual Benefits Module Start Date & Medical Plan Year
10 11 11 C	urrent Medical Plan Creation:	Required only for infiguration and the clients upgrading to Enhanced Fix with Enhanced
Option 3:	eed a medical plan created, post includes: Creation of Current Plan Client Elects: \$500 Conversion F	only if medical plan runs on a fiscal year or benefits industries between the contract calcular year e. ACA Status, Minimum Value Provided, Cost of Employee-only Coverage for current calcular year
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SALES ORDER

Public Building Commission 50 W Washington Ste 200 Chicago, IL 60602 **United States**

Today's Date: 5/26/2015

Quote Number: 02-2015-666861.5

Control Start Date: 9/21/2015

Executive Contact

Erin Cabonargi

Executive Dirctor

erin.cabonargi@cityofchicago.org

ADP Sales Associate

Barry Isroff

barry.isroff@adp.com

2197719590

312-744-3090

Number of Employees for Payroll processing: 62 on control: Public Building Commission

Number of Employees for Payroll processing: 62 on control, Public 1	Janama		35.00		
Monthly Fees Comprehensive HR Core Plus w/Comp Benefits & Comp	Count 62	Min \$4,950.00	Base	Rate See Below	Monthly Fee \$4,950.00
Payroll & Essential Time Workforce Now Comprehensive HR Core Plus Workforce Now Comprehensive Benefits					
Workforce Now Comprehensive Payroll & Essential Time Workforce Now Comprehensive Services Monthly	1		\$450.00		\$450.00
Administrative Fee Total Absence Management (Leave Administration) * -	62			\$2.50	\$155.00
10.0%	62			\$1.25	\$77.50
Dependent Verification Services * - 10.0%				\$1.00	\$62.00
Workforce Now Document Cloud * - 10.0% Monthly Delivery Includes up to 5 location at \$50.00; each additional delivery location billed at \$10.00 per location per month	62	\$50.00		\$10.00	\$50.00

*Upon termination of Document Cloud offering, a \$1000 fee will be charged for Data Extraction.

<\$29.45> *Discount

Discount		\$5,715.0	
Sub Total		Unit Fees	
Invoice Details Comprehensive HR Core Plus w/Comp Benefits & Comp Payroll & Essential Time	1 - 99 100 - 999	\$67.00 \$66.00	
Revenue Neutral Migration to Latest Version of Workforce Now Non Paid Employees	an I Iulimited	\$10.40 per employee	

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

Carrier Connection Annual Maintenance Fee: 1 Feed - \$250 per year; 2 Feeds - \$500 per year; Over 2 Feeds - \$750 per year

Carrier Connection Annual Maintenance Pets 17 cea 4200 person				
	Count	Min	. Base	Rate
Annual Fees	62		\$350.00	\$5.85
Y/E Info - Tax Reporting, W-2's	02			
Sub Total				\$0.00

Promotion: •

Comprehensive Services Promotion: See Attached Finance Approved Addendum

Control	Summary
---------	---------

Control Name

Company Code

Pays

Control 1

Public Building Commission

6DM

62

Client agrees to direct debit of fees for service: Yes

THE ADP SERVICES LISTED ON THIS SALES ORDER ARE PROVIDED AT THE PRICES SET FORTH ON THE ABOVE PAGES AND IN ACCORDANCE WITH ADP'S STANDARD TERMS AND CONDITIONS OF SERVICE ATTACHED TO THIS SALES ORDER. BY SIGNING BELOW YOU ARE ACKNOWLEDGING RECEIPT OF AND AGREEMENT TO SUCH TERMS AND CONDITIONS AND TO THE LISTED PRICES.

ADP, LLC

Ву:

Name: Barry

Itle: District Mar

Dute: 5/26/15

Client: BELIC BOILDING COMMISSION

Name: ERINLANN CABONARON

Title: EXELUTIVE DIRECTUR

Date: 5/26/15

ADDENDUM

to

ADP WORKFORCE NOW® COMPREHENSIVE SERVICES AGREEMENT between

ADP, LLC and

PUBLIC BUILDING COMMISSION OF CHICAGO

In consideration of the mutual covenants contained in the Agreement and in this Addendum, and for other good and valuable consideration, notwithstanding anything to the contrary in the Agreement, ADP and Client agree as follows:

- 1. Section 3A of ANNEX A ADP Workforce Now Comprehensive Services Terms and Conditions (together with Statements of Core and Optional Services) of the Agreement, entitled "Fees", is hereby amended by inserting the following between the first and second sentences: "Notwithstanding the foregoing, Client shall receive Comprehensive HR Core Plus, Comprehensive Payroll and Comprehensive Benefits Services free for the first billable month of this Agreement. Such free month shall apply to the monthly services fee for Comprehensive HR Core Plus, Comprehensive Payroll and Comprehensive Benefits Services only and shall not include any implementation fees or other products or services Client may be purchasing in addition to Comprehensive HR Core Plus, Comprehensive Payroll and Comprehensive Benefits Services (e.g. Timeclock Equipment, Analytics, Document Cloud, etc.),
- 2. Section 8B of ANNEX A ADP Workforce Now Comprehensive Services Terms and Conditions (together with Statements of Core and Optional Services) of the Agreement, entitled "Limit on Monetary Damages", is hereby amended by deleting the first sentence and replacing it with the following: "Notwithstanding anything to the contrary contained in this Agreement (other than and subject to sections 6B and 8A above), ADP's aggregate liability under this Agreement during any calendar year for damages (monetary or otherwise) under any circumstances for claims of any type or character made by Client or any third party arising from or related to ADP Products or Services, will be limited to the lesser of (i) the amount of actual damages incurred by Client or (ii) the average monthly charges for six (6) months for the affected ADP Products or Services during such calendar year (the "ADP Ordinary Limit"); provided, however, that ADP's aggregate liability under this Agreement during any calendar year for damages (monetary or otherwise) under any circumstances for claims of breach of ADP's obligations in Section 7 (NONDISCLOSURE AND PRIVACY) made by Client or any third party arising from or related to ADP Products or Services, will be limited to the lesser of (x) the amount of actual damages incurred by Client or (y) the average monthly charges for nine (9) months for the affected ADP Products or Services during such calendar year (the "ADP Confidentiality Breach Limit"). The ADP Confidentiality Breach Limit shall be the maximum amount available to Client for breaches of Section 7 (NONDISCLOSURE AND PRIVACY) by ADP and Client may not recover the ADP Confidentiality Breach Limit in addition to the ADP Ordinary Limit for breaches of Section 7 (NONDISCLOSURE AND PRIVACY) by ADP."

- 3. Section 9D of ANNEX A ADP Workforce Now Comprehensive Services Terms and Conditions (together with Statements of Core and Optional Services) of the Agreement, entitled "Buy Out Fee; Early Termination", is hereby amended by (i) deleting the second sentence in its entirety and replacing it with the following: "During the Initial Term, the Buy Out Fee shall be equal to fifty percent (50%) of A multiplied by B. During any Renewal Term, the buyout fee shall be equal to twenty-five percent (25%) of A multiplied by B. In each case, where A equals the number of months remaining in the applicable Term as of the date of termination, and B equals the average monthly fee for the terminated Services during the twelve-month period immediately preceding the termination (or a shorter period of time if monthly fees have been payable for less than twelve (12) months after the termination date).", and (ii) inserting the following at the end of the section: "Notwithstanding the foregoing, Client may terminate this Agreement at any time after the Initial Term without having to pay the Buy Out Fee if Client has an RFP process and must award the business for the Services to another provider and provides ADP with one hundred twenty (120) days prior written notice of such termination."
- 4. Section 16J of ANNEX A ADP Workforce Now Comprehensive Services Terms and Conditions (together with Statements of Core and Optional Services) of the Agreement, entitled "Governing Law", is hereby amended by deleting "New York" in the first sentence and replacing it with "Illinois".
- Section 16 of ANNEX A ADP Workforce Now Comprehensive Services Terms and Conditions (together with Statements of Core and Optional Services) of the Agreement, entitled "MISCELLANEOUS", is hereby amended by adding a new subsection "R" as follows:
 - "R. Insurance. During the term of this Agreement, ADP shall (directly or through Automatic Data Processing, Inc. its ultimate corporate parent entity) maintain the following insurance coverage in at least the following amounts:
 - 1. Workers' Compensation with statutory limits required by each state exercising jurisdiction over the ADP associates engaged in performing services under this agreement.
 - 2. Employer's Liability coverage with a minimum limit of \$1,000,000 for bodily injury by accident or disease.
 - 3. Business Automobile Liability coverage (covering the use of all owned, non owned and hired vehicles) with minimum limits (combined single limit) of one million dollars (\$1,000,000) for bodily injury and property damage.
 - 4. Commercial General Liability coverage (including products and completed operations, blanket or broad form contractual, personal injury liability and broad form property damage) with minimum limits of one million dollars (\$1,000,000) per occurrence for bodily injury/property damage and one million dollars (\$1,000,000) for personal injury and products/completed operations.
 - 5. Excess or Umbrella Liability coverage with a minimum limit of two million dollars (\$2,000,000) coverage in excess of the coverage as set forth in item 2, 3 and 4 above.
 - 6. Errors & Omissions (including Cyber Liability) coverage in the amount of ten million dollars (\$10,000,000).

Subject to ADP's right to self-insure coverage as set forth below, the foregoing coverages shall be maintained with insurers which have an A.M. Best rating of A- or better and /or an equivalent rating from a recognized insurance company rating agency.

ADP's policies shall be primary and any insurance maintained by Client is excess and noncontributory. Promptly upon Client's written request for same, ADP shall cause its

insurers or insurance brokers to issue certificates of insurance evidencing that the coverages required under this Agreement are maintained and in force. Client may request that it be named as an "additional Insured" on ADP's Commercial General Liability and Business Automobile Liability coverage, subject to the terms of this Agreement, including any limitations on liability.

ADP hereby waives and agrees to require their insurers to waive their rights of subrogation against the Public Building Commission of Chicago and the City of Chicago, their respective Board members, employees, elected and appointed officials, and representatives.

Notwithstanding the foregoing, ADP reserves the right to self-insure coverage (directly or through the corporate risk management programs of its ultimate corporate parent, Automatic Data Processing, Inc.), in whole or in part, in the amounts and categories designated above, in lieu of ADP's obligations to maintain insurance as set forth above, at any time. Promptly upon Client's written request for same, ADP shall deliver certificates of insurance to confirm what coverage is in place.

THIS SECTION DOES NOT REPLACE OR OTHERWISE AMEND, IN ANY RESPECT, THE LIMITATIONS ON ADP'S LIABILITY AS SET FORTH ELSEWHERE IN THIS AGREEMENT."

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Addendum.

IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto as of the date first above written.

ADP, LLC

Name: Erin Lavin Cabonardi

CHICAGO

PUBLIC BUILDING COMMISSION OF

5.26.15

Donno Name:

Title: Executive Director Title**: SVP - Comprehensive Services ** NOTE: ONLY THE MAJOR ACCOUNTS COMPREHENSIVE SERVICES SVP OR

DESIGNATED FINANCIAL EXECUTIVE IS AUTHORIZED TO EXECUTE THIS ADDENDUM

ON BEHALF OF ADP.

ND France

insurers or insurance brokers to issue certificates of insurance evidencing that the coverages required under this Agreement are maintained and in force. Client may request that it be named as an "additional Insured" on ADP's Commercial General Liability and Business Automobile Liability coverage, subject to the terms of this Agreement, including any limitations on liability.

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IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto as of the date first above written.

ADP, LLC	PUBLIC BUILDING COMMISSION OF CHICAGO
Ву:	5.26.15
Name: Title**: SVP – Comprehensive Services ** NOTE: ONLY THE MAJOR ACCOUNTS CO DESIGNATED FINANCIAL EXECUTIVE IS AL ON BEHALF OF ADP.	Name: Erin Lavin Cabonargi Title: Executive Director OMPREHENSIVE SERVICES SVP OR JTHORIZED TO EXECUTE THIS ADDENDUM



May 4, 2015

Erin Lavin Cabonargi
Executive Director
Public Building Commission of Chicago
Richard J. Daley Center
50 West Washington
Room 200
Chicago, IL 60602

Dear Ms. Cabonargi,

Thank you for the opportunity to extend our partnership to further assist the PBC with its payroll, benefits and HR needs. We look forward to assisting you with providing exceptional internal service quality to your employees, and streamlining your administrative processes while containing costs.

ADP hereby requests that the PBC waive its MBE/WBE requirements. Please note, that while ADP does use subcontractors from time to time for the ADP services that PBC is seeking to use, the decision on whether to use a subcontractor by ADP is often made at a corporate or divisional level and is made with respect to ADP's service offerings in general, and is not a decision to use a subcontractor for a particular client.

ADP does adhere to a formal program by which ADP actively and routinely seeks qualified Minority-, Woman-, Disadvantaged-, and Veteran-owned business enterprises that can provide competitive and high quality commodities and services. Under this program, ADP has dedicated associates who continuously employ good faith efforts to meet ADP's diverse supplier objectives, which are outlined at http://www.adp.com/about-us/corporate-social-responsibility/diversity/supplier-diversity.aspx. Should a future need arise for which ADP may appropriately engage a subcontractor to support the provision of the services sought by the PBC, we will make every attempt to seek qualified diverse suppliers to support such need, in keeping with our standard supplier diversity policy.

ADP's Supplier Diversity associates are available to answer any questions you might have about our policy. Please do not hesitate to contact me at your convenience.

Sincerely,

Barry K. Isroff



<u>209 W. Jackson Blvd., Chicago IL 60606</u> p 630.276.1563| c 219.771.9590 | <u>barry isroff@adp.com</u> |

MWBE PLAN APPROVAL



Public Building Commission of Chicago • Richard J. Daley Center • 50 West Washington, Room 200 • Chicago, Illinois 60602 • Tel: 312-744-3090 • Fax: 312-744-8005

Project	Payroll P	rogram-Wide		Project No				
Contract Name	Payroll a	nd Benefit Services		Contract N	Contract No		'n	
Contractor/Consultant	ADP HR	Solutions		Contract A	mount	\$68,934	1.00	
For Credit Amount				Schedule	ule D C		Yes	No
Description of Services	Payroll a	nd Benefit Services						
M/WBE UTILIZATI	ON PLAN	1						
Name Contrac	or	Type Work		MBE Allowed	WE Allo		Not Allowed	Schedule C
and the same of th								
					<u>.</u>			
Totals			\$ 0.0	0 :	\$ 0.00			
Goal % Approved								
WAIVER								
Waiver Requested	•	Yes No	Waiver Approved	• Yes	C) No	0	1/A
Waiver Approval Justification	These	payroll and benefit service	es do not use subcon	ractor service	es.			
Approved: Ye	s C) NO J. [ally		Date: <u>05/1</u>	13/2015			
ME_PBC_CCK_i File Code:	MWBEApprova	alForm_PayrollADP_20150513						
Requires Additional Con	aidaration (enecify):						

Date Printed: 05/13/2015

File Code: ME_PBC_CCK_MWBEApprovalForm_PayrollADP_20150513

File Name:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE IMPORTANT: If the certificate holder is an	HE CEI	RTIFICATE HOLDER.	odiov/lo	s) must he	endorsed. If	SUBROGATION IS WA	IVED,	, subject to
IMPORTANT: If the certificate holder is an the terms and conditions of the policy, cert certificate holder in lieu of such endorseme	am po	licies may require an en			ment on this	s certificate does not co	nfer r	ights to the
PRODUCER			CONTACT			FAX		
Marsh USA, Inc.			PHONE (A/C, No):					
1166 Avenue of the Americas New York, NY 10036			E-MAIL ADDRESS	3:				1
Hom rolly it. 10000			INSURER(S) AFFORDING COVERAGE					NAIC#
			INSURER	A: Liberty Mutu	al Fire Insurance	Со		23035
107945-ADP-GAWU-14-15			INSURER	B . LM Insurance	e Corporation			33600
INSURED Automatic Data Processing, Inc.			INSURER	c : ACE Proper	ty & Casualty Ins	urance Company		20699
One ADP Boulevard Roseland, NJ 07068		,	INSURER					
Noseialia, No 67 666			INSURER	RE:				
			INSURE	RF:				
CERTIFI	CATE	NUMBER:	NVC (200400452 02		REVISION NUMBER:5	JE 50	LICY DEDICE
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQUI CERTIFICATE MAY BE ISSUED OR MAY PER	INSUR REMEN TAIN, T	ANCE LISTED BELOW HA VT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	ED BY T	THE POLICIES	S DESCRIBED PAID CLAIMS.	HEREIN IS SUBJECT TO	ALL	WHICH THIS THE TERMS,
INSR TYPE OF INSURANCE INST	L SUBR	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)			1,000,000
A X COMMERCIAL GENERAL LIABILITY	VVV	TB2-631-004166-024		07/01/2014	07/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	1,000
						PERSONAL & ADV INJURY	\$	1,000,000
			Ì			GENERAL AGGREGATE	\$	2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPIOP AGG	\$	2,000,000
X POLICY PRO- LOC							\$	
OTHER:		AS2-631-004166-034		07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
A AUTOMOBILE LIABILITY		AS2-631-004166-414		07/01/2014	07/01/2015	BODILY INJURY (Per person)	\$	
A X ANY AUTO SCHEDULED	İ	702-001 001100 111			ļ	BODILY INJURY (Per accident)	\$	
ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED						PROPERTY DAMAGE (Per accident)	\$	
HIRED AUTOS AUTOS							\$	
		XOO G27380359		07/01/2014	07/01/2015	EACH OCCURRENCE	\$	5,000,00
C X UMBRELLA LIAB X OCCUR		X00 027 000000				AGGREGATE	\$	5,000,00
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DED RETENTION\$		WC5-631-004166-014 (WI)		07/01/2014	07/01/2015	X PER OTH-		
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	ļ	WA5-63D-004166-124 (AOS)		07/01/2014	07/01/2015	E.L. EACH ACCIDENT	\$	1,000,00
	/ A			07/01/2014	07/01/2015	E.L. DISEASE - EA EMPLOYE	E \$	1,000,00
B ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		EW5-63N-004166-204 (OH)		0770172017		E.L. DISEASE - POLICY LIMIT	1	1,000,00
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISLAGE T GLIGT ELIT.		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES The Public Building Commission of Chicago is included as Ar The Umbrella Follows the primary additional uninsured status	doltional	RD 101, Additional Remarks Schi Insured (except Workers' Compen	eduie, may sation) as r	equired by writter	a contract.			
			CAN	ICELLATIO	N			
CERTIFICATE HOLDER								
Public Building Commission of Chicago 50 W. Washington St. Chicago, IL 60602	de	Malielis	TL	E CYDIRATI	ON DATE T	DESCRIBED POLICIES BE HEREOF, NOTICE WILL LICY PROVISIONS.	BE	ELLED BEFORE DELIVERED IN
	,	× 16/16/13	AUTH of Ma	IORIZED REPRE	SENTATIVE			

Ricki Fitzsimmons

Rich Ftm © 1988-2014 ACORD CORPORATION. All rights reserved.

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OI-ADP-COX-Payabl Navagment Term. 20140701

ODDDO-01-14-05



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s) CONTACT NAME: PRODUCER FAX (A/C, No): Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 ADDRESS: NAIC# INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company 22667 107945-10M-E&O-14-15 INSURER B INSURED Automatic Data Processing, Inc. INSURER C: One ADP Boulevard Roseland, NJ 07068 INSURER D INSURER E INSURER F : NYC-008109456-01 **REVISION NUMBER:4** CERTIFICATE NUMBER: **COVERAGES** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) LIMITS TYPE OF INSURANCE POLICY NUMBER DAMAGE TO RENTED COMMERCIAL GENERAL LIABILITY PREMISES (Ea occurrence) OCCUR CLAIMS-MADE \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY GENERAL AGGREGATE \$ GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG \$ PRO-JECT LOC POLICY OTHER: COMBINED SINGLE LIMIT (Ea accident) \$ AUTOMOBILE LIABILITY BODILY INJURY (Per person) \$ ANY AUTO \$ BODILY INJURY (Per accident) ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) s HIRED AUTOS \$ EACH OCCURRENCE \$ UMBRELLA LIAB OCCUR AGGREGATE \$ EXCESS LIAB CLAIMS-MADE ŝ DED RETENTION \$ PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N N/A E.L. DISEASE - EA EMPLOYEE \$ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$ 10,000,000 12/01/2015 Limit 12/01/2014 EONG21643373012 Professional Liability 6,000,000 SIR Value:

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The above Professional Liability includes Network Security and Privacy Liability coverage.

A THE LOLDED	CANCELLATION
CERTIFICATE HOLDER	
Public Building Commission of Chicago 50 W. Washington St. Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
	Chris LoRe

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ADP WORKFORCE NOW® COMPREHENSIVE SERVICE AGREEMENT (the "AGREEMENT") between ADP, LLC and PUBLIC BUILDING COMMISSION OF CHICAGO

The Agreement by and between ADP, LLC ("ADP") with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 and the PUBLIC BUILDING COMMISSION OF CHICAGO, having a principal place of business at Richard J. Daley Center, 50 West Washington, Room 200, Chicago, Illinois 60602 ("Client") and all changes, modifications, revisions and additions to the ADP Workforce Now® Comprehensive Service Agreement is approved as to form and legality on behalf of the Public Building Commission.

Approved As to Form and Legality:

<u>Kanette Lublett</u> Negl & Leroy, LLC <u>5/26/15</u>



Richard J. Daley Center 50 W. Washington Street Room 200 Chicago, Illinois 60602 (312) 744-3090 Fax: (312) 744-8005 www.pbcchicago.com

BOARD OF COMMISSIONERS

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Treasurer
DR. BYRON T. BRAZIER
Pastor
Apostolic Church of God

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General Superintendent
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BRYAN TRAUBERT President Chicago Park District

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President
Chicago Board of Education

Executive Director ERIN LAVIN CABONARGI

Secretary LORI ANN LYPSON

Assistant Secretary MEGHAN HARTE

Assistant Treasurer TANYA FOUCHER-WEEKLEY

May 12, 2015

MEMBERS OF THE PUBLIC BUILDING COMMISSION OF CHICAGO BOARD OF COMMISSIONERS

RE: ADP PAYROLL AND BENEFIT MANAGEMENT SERVICES

Honorable Chairman and Commissioners:

The Public Building Commission staff has been exploring methods to more effectively provide payroll and benefits management services to its employees. PBC Staff is recommending approval to upgrade from the current "technology only" platform, called Workforce Now, to a service solution called Workforce Now Comprehensive Services. This solution will combine a team of functional HR experts, and upgraded version of Workforce Now technology, a service center for employees and managers to access for HR assistance and big company resources such as training curriculum and discount programs, an Employee Assistance Program and a real estate services program.

More specifically, in this new model, ADP will assign a certified HR professional as the dedicated Relationship Manager for PBC, who will act as the single point of accountability. Additionally, the executive team will have a team of additional HR consultants, a risk and safety specialist, a team of benefits specialists and a two dedicated payroll specialists that they will work with on a regular basis, and who will take tactical HR functions on and allow PBC staff to focus on its core competency.

ADP will additionally assist with state and federal labor laws, such as the Affordable Care Act, by working closely with functional experts that focus solely on these types of compliance issues and how to mitigate risk. The solution provides for an additional level of internal controls in the area of payroll and benefits administration.

The costs of the services in the base annual amount of \$68,934 are incremental in comparison to PBC's current ADP relationship. The costs are a function of the number of employees and any increases will correlate directly to the amount outlined in the agreement. While the total annual costs will increase, the overall benefits that will be provided are of great value. Moreover, the PBC will also realize a savings in staff allocation and resources.

PBC utilized the Auxiliary Procurement Process in determining this recommendation for a 2-year agreement not-to-exceed \$160,000. While ADP is seeking a waiver from M/WBE compliance goals, ADP has a strong commitment to supplier diversity and has further demonstrated a commitment to hiring a diverse workforce.

Nikki Bravo

Sincerely,

Chief Administrative Officer