



WHITE MOUNTAIN APACHE TRIBE

*A Sovereign Nation Exercising Self-Governance
Over the Fort Apache Indian Reservation*

Resolution No. 11-2013-220

(Authorizing Master Services Agreement with ADP, Inc.)

WHEREAS, the White Mountain Apache Tribe (“Tribe”), as a federally recognized Indian tribal government, with inherent rights of self-governance, and pursuant to its Tribal Constitution, exercises rights of self-determination and self-governance through its duly elected Tribal Council (“Council”); and

WHEREAS, David Fish, the White Mountain Apache MIS Department PC Specialist, by way of this resolution, has presented to Council a Master Service Agreement with ADP Inc. National Account Services (“ADP, Inc.”) for the Tribe’s payroll system; and

WHEREAS, the agreement, already reviewed by the Legal Department, includes a limited waiver of sovereign immunity that will allow ADP, Inc., to enforce the remedies set forth in the Master Service Agreement against the Tribe in New York State Court; and

WHEREAS, due to the importance of transitioning payroll to a third party, in this case ADP, the Council finds that it is in the best interest of the White Mountain Apache Tribe to approve the Master Service Agreement as presented to Council; and

WHEREAS, given the urgency of implementing this new payroll system and because time is of the essence, the Tribal Council further finds that the agreement should be considered and made outside of a regularly scheduled council meeting; and

WHEREAS, the Tribal Council further finds that: (1) this Resolution may be voted upon by signature of a member of the Tribal Council where a signature indicates a vote for this Resolution, (2) the Tribal Council Secretary should attempt to obtain signatures for members of the Tribal Council personally, (3) no signature would mean that the respective Tribal Council member is against this Resolution, (4) the Tribal Council Secretary should wait no longer than a reasonable period of time to obtain a vote by signature or by no signature and so indicate that this Resolution was presented to the respective member of the Tribal Council for a vote.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves the terms and provisions of the Agreement with ADP, Inc., which authorizes a limited waiver of sovereign immunity for the purpose of enforcing the agreement between the Tribe and ADP and in order to authorize the use of New York State law in resolving contractual disputes.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that given the urgency of the request described herein, this Resolution may be voted upon as follows: (a) by signature of a member of the Tribal Council, including the Chairman of the Tribal Council and the Vice-Chairman of the Tribal Council, where a signature indicates a vote for this Resolution, (b) the Tribal Council Secretary shall attempt to obtain signatures for members of the Tribal Council personally, (c) no signature shall mean that the respective Tribal Council member is against this Resolution, (d) the Tribal Council Secretary should wait no longer than a reasonable period of time to obtain a vote by signature or by no signature, and so indicate that this Resolution was presented to the respective member of the Tribal Council for a vote.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event that this Resolution conflicts with a prior Resolution or Policy, this Resolution shall supersede and govern over the conflicting subject matter.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event this Resolution directly conflicts with the Tribal Constitution, Tribal Ordinances or Federal Laws, this Resolution shall be declared null and void and of have no legal effect.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Chairman, or in his absence, the Acting Chairman, is hereby authorized to execute any and all documents necessary to effectuate the intent of this Resolution. In the event that the Chairman fails to delegate signatory authority to an Acting Chairman, the Vice-Chairman may sign.


The foregoing resolution was on NOVEMBER 27, 2013 duly adopted by a vote of SIX for and zero against by the Tribal Council of the White Mountain Apache Tribe, pursuant to the authority vested in it by Article IV, Section 1 (a), (b),(f), (i), (k), (s), (t) and (u) of the Tribal Constitution, ratified by the Tribe September 30, 1993, and approved by the Secretary of the Interior on November 12, 1993, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).



Ronnie Lupe, Chairman

11/26/13

Date



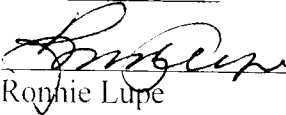
Mariddie J. Craig, Secretary

11/26/2013

Date

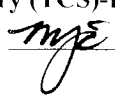
Resolution No. 11-2013-220

Signatures of the members of the Tribal Council represent their approval of Tribal Council Resolution No. 11-2013-220 initiated the 27th day of November, 2013. Presented Personally by Tribal Council Secretary (TCS)-Indicated by Initials



Ronnie Lupe
Tribal Chairman

11-27-2013
Date Signed

 TCS Initials

Timothy Hinton Sr.
Vice Chairman

Date Signed

TCS Initials

Arnold Beach, Sr.
District I Council Member

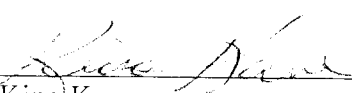
Date Signed

TCS Initials

Gregg Henry
District I Council Member

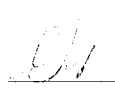
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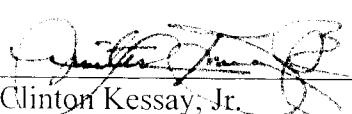
TCS Initials



Kino Kane
District II Council Member


11/20/13
Date Signed

 TCS Initials



Clinton Kessay, Jr.
District II Council Member


11/20/13
Date Signed

 TCS Initials

Alvin DeClay, Sr.
District III Council Member

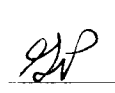
Date Signed

TCS Initials



Kino Torino
District III Council Member

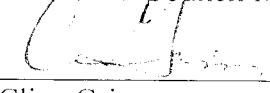
11-26-13
Date Signed

 TCS Initials

Justin Williams
District IV Council Member


Date Signed

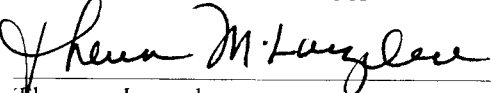
TCS Initials



Cline Griggs
District IV Council Member


Nov 26, 2013
Date Signed

 TCS Initials



Theresa Larzelere
District IV Council Member

11-26-13
Date Signed

 TCS Initials

ATTEST:



Mariddie J. Craig, Tribal Council Secretary

11-27-2013
Date Signed



ADP, INC.
 NATIONAL ACCOUNT SERVICES
 MASTER SERVICES AGREEMENT

 (Effective Date)

ADP, INC.: One ADP Boulevard
 Roseland, New Jersey 07068

(referred to herein as "ADP")

CLIENT: **White Mountain Apache Tribe**
 201 E Walnut St
 Whiteriver, AZ 85941

(referred to herein as "Client")

Attention: David Fish
 FEIN:

Client desires ADP to provide to Client the services set forth in this Agreement 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 will receive from ADP, all upon the terms and conditions set forth in this Agreement, the Services (as such term is defined in Annex A) specified in this Agreement. This Agreement includes the Annexes marked with an "X" below and each Amendment (as such term is defined in Annex A) attached hereto. Each Annex marked with an "X" below and each Amendment attached hereto is incorporated into this Agreement by this reference as if set forth in this Agreement in full.

- X Annex A: General Terms and Conditions
- X Annex D: ADP Workforce Now Services
- X Pricing Service and Fee Schedule Appendix:

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

ADP, INC.	CLIENT LEGAL NAME
_____ (Signature of Authorized Representative)	 (Signature of Authorized Representative)
_____ (Name - Please Print)	Ronnie Lupe (Name - Please Print)
_____ (Title)	Chairman (Title)
_____ (Date)	11/26/13 (Date)

ANNEX A
GENERAL TERMS AND CONDITIONS

SECTION 1 DEFINITIONS.

Capitalized words in this Agreement that are not otherwise defined have the meanings shown below, for both singular and plural forms. Unless otherwise specified, any reference in this Annex to a section or other subdivision is a reference to a section or subdivision of this Annex.

1.1 "ADP Products" means the Application Programs, tutorials and related documentation delivered to Client by ADP.

1.2 "Amendment" means a written supplement to this Agreement, signed by Client and ADP, describing additional Services to be provided by ADP to Client.

1.3 "Agreement" means THIS Master Services Agreement, each Annex marked on the cover page and each Amendment that supplements this Master Services Agreement, as amended from time to time.

1.4 "Application Programs" means the computer software programs and modules delivered to Client by ADP as part of the Services but excludes pre-packaged third party software and custom programs developed by ADP for Client.

1.5 "Business Day" means any day except a Saturday, a Sunday, or a Federal holiday.

1.6 "Client Group" means Client, Client's majority owned subsidiaries, and affiliates of Client. Affiliates are listed in Section 1 of the Pricing Appendix.

1.7 "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.

1.8 "Confidential Information" means all information that is confidential or proprietary provided by the disclosing party to the receiving party for use in connection with the Services or in connection with any additional services proposed to be provided by ADP, but does not include (i) information the receiving party already knows (ii) information that becomes generally available to the public except 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. Confidential information also includes the terms of this Agreement, non-public personal or financial information relating to a party's employees, customers or clients, all trade secrets, processes, proprietary data, information or documentation or any pricing or product information the disclosing party provides to the receiving party.

1.9 "Effective Date" means the date written in the space marked "Effective Date" on the cover page of this Agreement.

1.10 "Services" means the services described in each Annex, the services in each Amendment, and any other services that ADP provides to Client at Client's request.

1.11 "Termination Event" means with respect to any party, (i) that party becomes the subject of a proceeding under the Bankruptcy Code, (a) seeking the appointment of a trustee, receiver or custodian or (b) seeking the liquidation, winding-up, dissolution, reorganization or the like of such party, and the proceeding is not dismissed within 30 days of its commencement, or (ii) that party's Dun & Bradstreet Financial Stress Score is 4 or 5. If part (i) of this Section occurs with respect to Client, Client agrees to promptly use commercially reasonable efforts to seek court authorization to pay all post-petition fees as an administrative expense.

SECTION 2 THE SERVICES.

2.1 **Use of Services.** Client agrees to use the Services only for the internal business purposes of the Client and the Client Group and that it will be responsible for ensuring that each of the entities included in the Client Group comply with each of the provisions contained in this Agreement applicable to the Client. If interfaces to software being used by Client are to be delivered or maintained by ADP as part of the Services, then Client agrees to obtain and maintain appropriate licenses to such software and other works.

2.2 **Accuracy of Client Information, Review of Output.** Client is responsible for the accuracy and timely input of all information provided to ADP by Client or on Client's behalf. Client will promptly review documents and reports provided by ADP and notify ADP of any error or omission discovered by Client or any discrepancy between the information provided by ADP and Client's records, and ADP will correct such error, omission or discrepancy.

2.3 **Compliance with Laws.** ADP shall design the Services to assist Client in complying with federal and state legal and regulatory requirements applicable to the Services, and ADP will be solely responsible for any failure of such design. Client will be solely responsible (i) for compliance by Client with all laws and governmental regulations affecting Client's business and (ii) for using the Services in a manner to assist it in complying with same. The Services are not a substitute for the advice of an attorney and do not include any legal, regulatory, accounting or tax advice and each Client Group member will rely solely upon its own advisors with respect to any such advice. Client agrees and acknowledges that ADP is not a law firm, does not provide legal advice or representation, and that no attorney-client relationship exists or will be formed between ADP and Client.

2.4 **Data Security.** ADP will take commercially reasonable precautions to prevent the loss of or alteration to Client's data files in ADP's possession. In addition, ADP will establish and follow security measures designed to prevent unauthorized access to Client's data files. ADP maintains appropriate security measures to protect Client's personal information consistent with applicable federal and state laws.

2.5 **Disaster Recovery.** ADP maintains a commercially reasonable disaster recovery plan ("DR Plan"), a copy of the summary of which is available to the Client upon request. ADP agrees to follow its DR Plan. ADP may amend its DR Plan at any time, provided that ADP shall not reduce its disaster recovery ability to less than the disaster recovery ability in effect pursuant to the DR Plan in existence on the Effective Date of this Agreement.

2.6 **Source Documents.** Except as otherwise set forth in this Agreement, Client will, to the extent it deems necessary, keep copies of all source documents of the information delivered to ADP or inputted by Client or on behalf of Client into the ADP system.

2.7 **Client Instructions.** Client will be responsible for the consequences of any instructions Client may give to ADP, provided that ADP has followed such instructions.

2.8 **Additional Services.** If Client requests additional services offered by ADP on a commercial basis 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 will be provided subject to the terms of this Agreement at ADP's then prevailing fees.

2.9 Errors and Omissions. Upon the request of Client, ADP will correct any error or omission made by ADP in connection with the Services at no additional charge to Client.

SECTION 3 FEES AND PAYMENT TERMS.

3.1 Fees for Services. Client agrees to pay ADP for the Services provided to any member of the Client Group at the fees shown in the Pricing Appendix.

3.2 Changes in Scope. The fees in the Pricing Appendix may be revised by mutual agreement (not to be unreasonably withheld) if Client's actual requirements, specifications, volumes or quantities vary materially from those communicated to ADP as of the Effective Date of this Agreement (e.g., a material change in the number of pays or the pay frequency).

3.3 Payment Terms. Payroll Processing services and any other ADP Products and/or Services bundled into the pricing for the Payroll Processing Services are billed immediately following Client's first payroll processing. If Client is obtaining ezLaborManager® or ADP Workforce Now Essential Time and Attendance, HR, Benefits and/or Talent or Recruitment and the pricing for such ADP Products and Services is not bundled with Client's pricing for Payroll Processing services, if any, billing for such ADP Products and Services will begin on the earlier of (i) the date that Client first begins to use the ADP Products and Services in a production environment OR (ii) ninety (90) days from the Effective Date. Client will pay all invoices in full within 30 days of invoice date. All amounts not paid when due are subject to a late payment charge of 1½% per month (not to exceed the maximum allowed by law) of the past due amount from the due date until the date paid. All fees are shown in U.S. Dollars and all payments will be made in U.S. Dollars. In the event that Client's Dun & Bradstreet Financial Stress Score is 4 or 5, then upon ADP's request Client will pay all invoices via direct debit of funds ("DDF"). Client will reimburse ADP for all expenses ADP may incur in collecting any amounts past due under this Agreement.

SECTION 4 WARRANTIES; DISCLAIMER.

ADP warrants: (i) that it will perform the Services in a good, diligent and professional manner, utilizing personnel with a level of skill commensurate with the Services to be performed; and (ii) that it will comply with all applicable laws and regulations affecting the operation of ADP's business, including any applicable export restrictions and data protection laws. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE SERVICES, THE ADP PRODUCTS, CUSTOM PROGRAMS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.

SECTION 5 INTELLECTUAL PROPERTY.

5.1 Ownership of Proprietary Rights. Client owns and shall own all rights to Client's data provided to or accessed by ADP, including such Client data as processed or manipulated by ADP in connection with the Services. The ADP Products will at all times remain the exclusive, sole and absolute property of ADP or the third parties from whom ADP has obtained the right to use the ADP Products. Except for the license granted to Client in this Agreement, Client will have no interest in the ADP Products. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the ADP Products and the related logos, product names, etc. are reserved and all rights not expressly granted are reserved by ADP and such third parties. Client may not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any ADP Products, and Client will not, and will require that its vendors and subcontractors will not, copy, recompile, disassemble, reverse engineer, or make or distribute any other form of or any derivative work from, the ADP Products.

5.2 ADP Infringement Indemnity. Subject to Section 5.4, ADP will defend Client in any suit or cause of action, and indemnify and hold Client harmless against, and pay on behalf of Client, any damages awarded to third parties in any such suit or cause of action (including reasonable attorneys' fees awarded to such third parties and settlement amounts) alleging that the ADP Products as provided by ADP and used in accordance with the terms of this Agreement infringe upon any United States patent, copyright, trade secret, or other proprietary right of a 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. If any ADP Product is held or believed to infringe on any third party's intellectual property rights, ADP may, in its sole discretion, (a) modify the ADP Product to be non-infringing, (b) obtain for Client a license to continue using such ADP Product, or (c) if neither (a) nor (b) are practical, terminate this Agreement as to the infringing ADP Product and return to Client any unearned fees paid by Client to ADP in advance. This Section 5.2 states ADP's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.

5.3 Client Infringement Indemnity. Subject to Section 5.4, Client will defend ADP in any suit or cause of action, and indemnify and hold ADP harmless against, and pay on behalf of ADP, any damages awarded to third parties in any such suit or cause of action (including reasonable attorneys' fees awarded to such third parties and settlement amounts) alleging infringement upon any United States patent, copyright, trade secret, or other proprietary right of a third party, to the extent that any such suit or cause of action results from an allegation of a Client Infringement Exclusion. This Section 5.3 states Client's entire liability and ADP's exclusive remedies for infringement arising from a Client Infringement Exclusion.

5.4 Indemnity Conditions. The indemnities set forth in this Agreement 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.

SECTION 6 GENERAL PROVISIONS.

6.1 Service Organization Control I Reports. At Client's request, ADP will at no charge provide Client with copies of any routine Service Organization Control ("SOC") I reports ("SOC I Reports") which are both directly related to those Services provided hereunder for Client and already released to ADP by the public accounting firm performing the Statement on Standards for Attestation Engagements #16 review

6.2 Employee and Plan Participant Access. ADP may suspend or discontinue access to the Services by any of Client's employees or plan participants ("Users") if ADP reasonably believes that such User is using the Services in an inappropriate or illegal manner and will promptly advise Client of same. Client shall take all commercially reasonable actions necessary to maintain the privacy of User names and passwords for the Services.

6.3 Nondisclosure. All Confidential Information disclosed under this Agreement 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 employees with a need to know the Confidential

Information and will instruct those employees to keep the information confidential. It is understood, however, that ADP may disclose the Client's Confidential Information on a need to know basis to its subcontractors who are performing Services, provided those subcontractors have executed confidentiality agreements and further provided that ADP shall remain liable for any unauthorized disclosure of the Client's Confidential Information by those subcontractors. Notwithstanding Section 5.1 of Annex A, 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. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (ii) as appropriate to respond to any summons or subpoena or in connection with any litigation and (iii) to the extent necessary to enforce its rights 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, provided that ADP may maintain archival copies subject to the terms of this Section 6.3. The obligations of ADP set forth in this Section 6.3 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.

6.4 No Solicitation of Employees. Neither party will recruit or solicit (other than as part of a general solicitation in newspapers, websites or similar media) the other's personnel or employees that have become known to a party as a result of the Services performed until the earlier of one year after (i) the termination of this Agreement or (ii) that person is no longer employed by the other party. The provisions of this Section 6.4 will survive the termination of this Agreement.

6.5 U.S. Government Restricted Rights. ADP asserts that the Services, the ADP Products and the related materials are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions in FAR §52.227-14, FAR §52.227-19, or DFARS §252.227-7013(c)(1)(ii), as applicable. Contractor is ADP, Inc., One ADP Boulevard, Roseland, New Jersey 07068.

6.6 Independent Contractors. The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create or imply an agency, joint venture or partnership between ADP and Client. Neither the employees of ADP nor ADP's subcontractors will be considered employees or agents of Client. Unless expressly stated in this Agreement, none of ADP, its employees or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.

6.7 Services and the Internet. Data transmitted by ADP in connection with the Services through the Internet is encrypted for Client's protection. However, the security of transmissions over the Internet can never be guaranteed. ADP is not responsible for Client's access to the Internet, for any interception or interruption of any communications through the Internet, or for changes to or losses of data through the Internet. ADP may suspend Client's use of the Services via the Internet immediately, without notice, pending an investigation, if any breach of security is suspected. If Client elects ADP's "Federated Single Sign-On" service, additional mutually agreed upon terms and conditions will apply.

6.8 Use Outside the U.S. Client will use the Services and the ADP Products only in the U.S. For any agreed upon use of the Services or the ADP Products outside the U.S., Client agrees to comply with any applicable export restrictions, laws and regulations imposed from time to time by the governments of the U.S. or the other country, if any, in which the ADP Products will be used by Client.

6.9 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 Services. 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.

SECTION 7 LIMITATION OF LIABILITY.

7.1 Restoration of Funds. If the negligent acts or omissions of ADP's officers, employees or agents result in a loss or misdirection of Client funds in the possession or control of ADP under the terms of this Agreement, ADP will restore the funds to the Client.

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

7.3 WFN Limit on Monetary Damages. Notwithstanding anything to the contrary contained in this Agreement, ADP's aggregate liability hereunder in any calendar year will not exceed: (i) for damages other than as a result of ADP's breach of Section 6.3 (Nondisclosure), an amount equal to six (6) times the average monthly fee for ongoing Services paid by Client to ADP for the affected Service during such calendar year (the "Ordinary Limit") and (ii) for damages arising from ADP's breach of Section 6.3 (Nondisclosure), a separate amount equal to six (6) times the average monthly fee for ongoing Services paid by Client to ADP for the affected Service during such calendar year (the "Confidentiality Breach Limit"). For the avoidance of doubt, the foregoing creates two separate and distinct sums describing ADP's aggregate liability, the Ordinary Limit and the Confidentiality Breach Limit. The aggregate limit set forth herein shall not apply to Sections 5.2 or 7.1 of Annex A, and (if applicable) Section 4.10 of Annex II, or to ADP's criminal or fraudulent misconduct.

7.4 No Consequential Damages. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER ADP NOR CLIENT WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from ADP's breach of Section 6.3 of Annex A; provided however, that any consequential damages recovered by Client in a calendar year for such claims will be subject to the Confidentiality Breach Limit set forth in Section 7.3 of Annex A.

SECTION 8 TERM AND TERMINATION.

8.1 Initial Term. This Agreement is effective on the Effective Date. The initial term ("Initial Term") of this Agreement starts on the Effective Date and ends on the termination date set forth in the Pricing Appendix (the "Termination Date"). The Termination Date may be modified by Amendment.

8.2 Renewals. After the Initial Term, this Agreement will renew for additional one-year periods unless terminated by either party upon at least 90 days prior written notice to the other prior to the end of the Initial Term or renewal period, as applicable.

8.3 Termination by Client. In addition to any termination rights in other Annexes, if (i) ADP fails to perform any material obligation under this Agreement and that failure continues for 60 days after ADP receives written notice from Client specifying in reasonable detail the nature of that failure, or (ii) a Termination Event occurs with respect to ADP, Client may terminate this Agreement by further written notice to ADP.

8.4 Termination by ADP. In addition to any termination rights in other Annexes, if (i) Client fails to pay any amount due under this Agreement within 15 days after ADP has notified Client that it has failed to pay such amount by the due date therefor, (ii) Client fails to perform any other material obligation and that failure continues for 60 days after Client receives written notice from ADP specifying in

reasonable detail the nature of that failure, or (iii) a Termination Event occurs with respect to Client, ADP may terminate this Agreement by further written notice to Client. At ADP's option, ADP may, in the event of delinquent payment pursuant to clause (i), suspend the affected Services upon five (5) Business Days prior written notice to Client, and ADP shall have no liability to Client for such suspended Services.

8.5 Buy Out Fee. If Client terminates any or all of the Services prior to the Termination Date for any reason except those in Section 8.3, or if ADP terminates this Agreement pursuant to Section 8.4, Client will pay to ADP a buy-out fee ("Buy Out Fee") equal to thirty-three percent (33%) of A multiplied by B, where A equals the number of months remaining prior to the Termination Date at the effective 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 months at the termination date). In the case of a partial termination, ADP may equitably adjust the fees for the remaining Services, and Client will be responsible for fees for any reconfiguration work. Payroll Services may not be terminated without also terminating PayForce Services or ADP Enterprise Services, if either is included. If monthly fees for Services have not yet been payable at the time of termination, B will equal the estimated monthly fees that would have been payable under this Agreement. Client's obligation to pay the Buy Out Fee will not affect its obligation to pay any Deferred Fee payable under this Agreement. Client will also pay the Buy Out Fee in the event of any reduction in Client's volume or usage of the Services by more than fifty percent.

8.6 Effect of Termination. Upon expiration or termination of this Agreement, or any Annex or Amendment or any Services for any reason, (i) all licenses and other rights granted to Client under the respective Annex or Amendment or in connection with the terminated Services, will become null and void, (ii) subject to the penultimate sentence of Section 6.3 of Annex A, all materials provided by either party to the other under the respective Annex or Amendment or in connection with the terminated Services, will be returned within five Business Days after the effective date of termination, and (iii) all earned and unpaid fees and expenses will become immediately due and payable. Each party's termination rights in this Agreement are cumulative and are in addition to all other rights and remedies available to the parties.

8.7 Termination Assistance. Upon termination of this Agreement, ADP will return copies of Client's data, to the extent in ADP's possession, at ADP's standard rates and will cooperate with Client to provide for an orderly transfer of the Services to Client or Client's successor vendor ("Termination Assistance"). Such Termination Assistance will be provided at ADP's standard rates then in effect, and in no event will ADP be required to provide any ADP Confidential Information in connection with providing any Termination Assistance.

SECTION 9 MISCELLANEOUS PROVISIONS.

9.1 Amendment. This Agreement may not be modified except by a writing signed by the authorized representatives of ADP and Client.

9.2 Notices. All communications required to be sent or given under this Agreement will be in writing and will be duly given and effective immediately if delivered in person or upon confirmation of signature recording delivery, if sent via a nationally recognized overnight courier service with signature notification requested, to Client at the address shown on the cover page of this Agreement or to ADP at the address shown in the Pricing Appendix or to any other address a party may identify in writing from time to time. A copy of all communications to ADP of a legal nature must be sent to ADP, Inc., One ADP Boulevard, Roseland, New Jersey 07068., Attention: Legal Department.

9.3 Injunctive Relief. In the event of an actual or impending breach of Section 6.3 or 6.4, the non-breaching party, in addition to any remedy available at law, will be entitled to seek equitable relief, including injunction and specific performance.

9.4 Entire Agreement/Subcontractors. This Agreement, including the Annexes and Amendments, is the entire agreement and understanding between ADP and Client with respect to the subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between them, and no party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. If any provision of an Annex or Amendment conflicts with a provision of another Annex or Amendment, the provision of each Annex or Amendment will govern, but solely with respect to the Services covered by such Annex or Amendment. Purchase Orders submitted by Client are for Client's internal administrative purposes only and the terms and conditions contained in those purchase orders will have no force and effect. The parties agree that this Agreement may be executed in multiple original copies, identically worded, and that each such executed copy shall constitute an original. Facsimile signatures, or signatures transferred in .pdf or similar format for scanned copies of documents, shall be treated as original signatures for all purposes. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns. Certain of the Services to be provided by ADP may be provided by subsidiaries of Automatic Data Processing, Inc. or by ADP's subcontractors, and ADP shall be responsible for the performance of those subsidiaries and subcontractors. Mailing and delivery service providers are not ADP's subcontractors, and ADP will not be responsible for the acts or omissions of such mailing and delivery service providers.

9.5 No Third Party Beneficiaries. Nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. CLIENT AGREES THAT OTHER THAN ADP'S OBLIGATIONS TO CLIENT IN THIS AGREEMENT, ADP HAS NO OBLIGATION TO ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, CLIENT'S EMPLOYEES AND/OR ANY TAXING AUTHORITIES) BY VIRTUE OF THIS AGREEMENT.

9.6 Force Majeure. Any party to this Agreement will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for default.

9.7 Waiver/Headings/Severability/Survival/Governing Law. The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The section headings in this Agreement are intended for convenience of reference and will not affect its interpretation. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired. The provisions of Section 6.3, 7.3 and 7.4 will survive the termination of this Agreement. This Agreement will be governed by and construed in accordance with the internal laws of the State of New York.

9.8 ADP's Client List. ADP may include Client's name and corporate logo on ADP's client list.

ANNEX D
ADP WORKFORCE NOW SERVICES

SECTION 1 ADP Workforce Now Services.

1.1 Workforce Now Services. ADP shall provide payroll, tax filing, self-service benefits administration and other data processing services, including related web hosting services (the "**Workforce Now Services**"), equipment, and ADP Products all as further detailed in the description of Workforce Now Services found at www.productdescription.majoraccounts.adp.com (which may be modified from time to time) and in accordance with the Pricing Appendix. Client acknowledges and agrees that ADP will not be deemed to be providing legal, financial, benefits, or tax advice to Client as a result of the ADP Products and Workforce Now Services provided herein. If Client is receiving any of the Workforce Now Services that require ADP, as part of such Workforce Now Services, to impound funds from Client's bank account to pay Client's third-party payment obligations (e.g., ADP Employment Tax Filing Services, garnishment services, ADP Wage Payment Card Services, FSDD Services and/or ADPCheck Services) ("ADP Wage Payment Traditional Services"), Client shall have sufficient, collected funds in Client's account within the deadline established by ADP to satisfy such third-party payment obligations in their entirety. 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 AS PART OF ADP'S FEES. 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. For purposes of the Workforce Now Services, Annex A is modified as follows: Section 1.8. Client's Confidential Information shall not include 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. Section 3.3. Workforce Now Services and any other ADP Products and/or Services bundled into the pricing for the Workforce Now Services are billed immediately following Client's first payroll processing. If Client is obtaining ezLaborManager[®] or ADP Workforce Now Essential Time and Attendance, HR, Benefits and/or Talent or Recruitment and the pricing for such ADP Products and Services is not bundled with Client's pricing for Workforce Now Services, if any, billing for such ADP Products and Services will begin on the earlier of (i) the date that Client first begins to use the ADP Products and Services in a production environment OR (ii) ninety (90) days from the Effective Date.

1.2 Use of Workforce Now Services. Client represents that it has verified the identity of each of its employees to whom it will make payments using ADP Products or Workforce Now Services through appropriate documentation provided by such employee (e.g., I-9 documentation). Client shall be responsible for ensuring that its employees, plan participants and any other persons authorized by Client to access or use the Workforce Now Services comply with all the terms hereof.

1.3 OFAC/NACHA/iPay. Client will not rely solely on its use of the ADP Products and/or Workforce Now Services in complying with any laws and governmental regulations (including but not limited to any applicable Office of Foreign Asset Control screening requirement). Each party will be responsible for complying with all requirements of applicable law or regulation (i) that affect its business generally or (ii) regarding security breaches and suspected security breaches involving personal information that is stored on the computer systems of such party. Payment Services are subject to the operating rules of the National Automated Clearing House Association ("NACHA"). ADP and Client each agree to comply with the NACHA rules applicable to it with respect to Payment Services. Notwithstanding the provisions of Section 2 of Annex A, Client will be exclusively responsible for compliance with all laws and governmental regulations with respect to ADP iPayStatements.

1.4 Online Access. Certain ADP Products or Workforce Now Services may be accessed by Client and its authorized employees and plan participants through the Internet at a website provided by ADP or on behalf of ADP, including those hosted by ADP on behalf of Client (a "Site"). 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.

1.5 Client Content. "Client Content" shall mean (i) payroll, benefits, human resources and similar information provided by Client or its employees or plan participants, including transactional information, as well as (ii) 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 setup Workforce Now Services or through Client or any of its employees or plan participants, in any web-based ADP Product, including ADP Workforce Now[™] (collectively "ADP Internet Workforce Now Services"). Client shall be solely responsible for obtaining all required rights and licenses to use and display the Client Content and for updating and maintaining the completeness and accuracy of all Client Content. Client grants ADP a right to use the Client Content for the sole purpose of performing the Workforce Now Services for Client.

1.6 ADP Content. ADP Workforce Now is ADP's web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR and benefits, and time and attendance. Client understands that ADP may include informational content, forms and tools, as well as banner advertisements for ADP and/or third-party products and Workforce Now Services, on the client self-administration portion of ADP Workforce Now as well as the employee self-service portion of ADP Workforce Now. Upon written request by Client, ADP will remove banner advertisements that ADP has posted to ADP Workforce Now, which represent offers or promotions from ADP or ADP partners. The availability and use of such content, forms and tools and banner advertisements shall be subject to the online terms (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.

1.7 No Transfer, Modification, etc. Client shall 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 the ADP Internet Services or any access or use thereof. Client will not write or modify interfaces or reports to any ADP Internet Service 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.

1.8 Password Protection. Client agrees to maintain the privacy of usernames and passwords associated with ADP Internet Services. Client is fully responsible for all activities that occur under Client's password or Internet account. Client agrees to (i) immediately notify ADP of any unauthorized use of Client's password or Internet account or any other breach of security, and (ii) 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.

1.9 Transmission of Data. In the event that Client 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.

1.10 Disclaimer. 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 WORKFORCE NOW 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 THE WORKFORCE NOW SERVICES, THE ADP PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP WILL MEET CLIENT'S NEEDS.

1.11 Use of Client's Authorized Marks. In the event that ADP makes available branding of any materials, cards and/or websites associated with the ADP Products or Workforce Now 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.

1.12 ADP Responsibility. 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, ADP shall reimburse Client for (i) any penalty imposed against Client as a result of an error or omission made by ADP in performing the tax filing services or (ii) any interest assessed against Client as a result of ADP holding Client tax funds past the applicable due date due as a result of an error or omission made by ADP in performing the tax filing services.

1.13 Suspension/Termination. ADP may suspend performance 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, or 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 the ADP Products or any other systems of ADP used in the performance of its obligations under this Agreement. Additionally, Payment Services may be immediately terminated by ADP without prior notice if (i) ADP has not received timely funds from Client as required by Section 1.1 above; (ii) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) and/or credits for Client's behalf 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 Workforce Now Services; or (v) Client has any material adverse change (in ADP's sole and reasonable discretion) in its financial condition.

1.14 Post-Termination. If use of any ADP Products or Workforce Now Services is or may be terminated by ADP pursuant to Section 1.13, 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) deems appropriate (including reimbursing ADP for payments made by ADP hereunder on Client's behalf to a third party). If any ADP Products or Workforce Now Services are terminated by either party, Client will immediately (i) become solely responsible for all of its third-party payment obligations covered by such ADP Products or Workforce Now Services (including, for ADP Employment Tax Filing Services, all related penalties and interest) then or thereafter due; (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 invoiced by ADP to Client relating to the ADP Products or Workforce Now Services.

1.15 Funding. 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 pay 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 pay the amount of such debit upon demand and interest thereon at the rate set forth in this Section 1.15. 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. 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.

1.16 Miscellaneous. With respect to the ADP Products and Workforce Now Services, ADP vendors may enforce the same disclaimers and limitations against Client as ADP may under Sections 4 and 7 of Annex A.

1.17 Reserved.

PRODUCT SCHEDULE

To the extent that Client receives any of the following ADP Products or Workforce Now Services, the specified provisions relating to such ADP Products or Workforce Now Services received by Client shall apply.

TIME AND ATTENDANCE (INCLUDING EZLABORMANAGER®, ENTERPRISE eTIME®, AND ETIME®)

A. ADP agrees to provide Client with the data collection devices (e.g. Timeclock, HandPunch, etc.) (the "Timeclock Equipment"), time and attendance module or application, and related Workforce Now Services (collectively, the "TLM Products") described in the Pricing Appendix. 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 setup fee for each unit of Timeclock Equipment if such equipment is installed on Client's premises by ADP.

B. 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. 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. 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.

C. 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 C shall not apply if prior to the time of such termination or cancellation Client has already purchased and paid for the Timeclock Equipment in full.

D. 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.

E. Maintenance Services for the Timeclock Equipment (set forth below in Section F) apply automatically to Timeclock Equipment obtained under the subscription option (and any charges therefore are already included in the monthly time and labor management subscription fees). The costs for maintenance Workforce Now Services for Timeclock Equipment under the purchase option are not included in the purchase price for such equipment; a separate annual maintenance fee applies. Client, under the purchase option, may terminate its receipt of maintenance Workforce Now 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 Workforce Now Services hereunder by executing a waiver of maintenance Workforce Now Services, any such Workforce Now Services provided by ADP at Client's request will be subject to ADP's then current charges for such Workforce Now 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 Workforce Now Services.

F. ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship as follows: Any parts found to be defective (except as specifically excluded below) shall be replaced or repaired, at ADP's or its 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 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 Workforce Now Services and shall be charged at ADP's then current rates: (i) damage, defects, or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical, or electrical stress, or causes other than normal or intended use; (ii) failure of Client to provide and maintain a suitable installation environment; (iii) any alterations made to or any devices not provided by ADP attached to the Timeclock Equipment; and (iv) malfunctions resulting from use of badges or supplies not approved by ADP.

G. In order to keep the TLM Products current, ADP may from time to time perform maintenance fixes and other upgrades to the TLM 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.

H. The TLM Products are hosted by ADP in the United States. For the hosted Enterprise eTIME product only, additional license terms are available at www.adp.com/tlmlicenseterms. The TLM Products are intended for use by United States and Canadian based employees and to permit the transmission of data from within or between the United States and Canada. Client is responsible for complying with all applicable data protection laws and represents that they have obtained any employee consents necessary (or otherwise have complied with applicable law) to transmit the information to ADP in the United States or otherwise make the TLM Products available to its employees outside the United States. The TLM Products may not be used or accessed in any way that violates any applicable international, federal, state or local laws and/or regulations.

I. Client shall begin paying the per employee fees for the Essential Time module on the earlier of the date that Client first begins to use the module in a production environment OR ninety (90) days from the Effective Date of this Agreement.

ALINE CARD

Cardholder Services. ADP will make cardholder services ("ADP Wage Payments Card Services") available to certain of Client's payees (each a "Payee") for payments of wages, commissions, consulting fees or similar compensation or work-related expenses owed to such Payees through an ALINE Card ("ALINE Card"). The ALINE Cards issued to Payees of Client may be referred to herein collectively as the "Cards" or each a "Card" and Payees of Client who receive a Card may be referred to herein collectively as "Cardholders" or each a "Cardholder". Client agrees that it will only direct legal payments to the Cards for wages, benefits, commissions, consulting fees, similar compensation or work-related expenses or such other types of payments as ADP may approve in writing. In addition, unless approved by ADP in writing, Client agrees that it may not make Cards available to individuals residing in any country other than the United States. ADP shall not be obligated to provide the ADP Wage Payments Card Services unless Client has met and continues to meet its obligations hereunder, including, without limitation, adherence to ADP's instructions and procedures delivered to Client in connection with the ADP Wage Payments Card Services and Client has executed and delivered to ADP the applicable documents, forms or instruments necessary for ADP to render to Client the ADP Wage Payments Card Services.

B. *Cardholder Set-Up.* Client will set-up (or cause ADP to set-up) each Payee as a Cardholder using data and/or procedures required by Issuing Bank (as defined below). Client represents and warrants that it has all necessary consents and authorizations of each Payee included in submitted set-up data that is required under applicable law and rules, including NACHA, for Payee to (a) receive payments from Client on its Card and (b) participate in the ADP Wage Payments Card Services. Client agrees to promptly provide documentation or records related to the set-up of Cardholders and participation of Cardholders in the ADP Wage Payments Card Services to ADP and/or Issuing Bank upon request and agrees that such information may be provided to any regulatory authority having jurisdiction over the Issuing Bank. Client, and not ADP nor any of its subcontractors, is responsible for reviewing all enrollment information supplied by such Payees and confirming that it is accurate and complete. In addition to the identity verification requirements set forth in Section 1.2 of Annex D, prior to set-up of any Payee on the Cardholder database and distribution of a Card to such Payee, Client will: (i) inspect identification documents that meet the requirements of Form I-9 (e.g. a (1) passport or (2) a U.S. issued driver's license or picture identification card issued by a state or U.S. federal agency and social security card or (3) U.S. issued driver's license and birth certificate) to verify such Payee's identity ("Identity Verification Documents"); and (ii) obtain from such Payee the following information, which information provided shall be accurate and verified by Client: (a) name; (b) street address; (c) date of birth and (d) social security number for U.S. citizens and permanent residents (or other government issued ID number acceptable to ADP and Issuing Bank for individuals who are not U.S. citizens or permanent residents). Client agrees that Issuing Bank (directly or through a subcontractor) may request and obtain identity information and legal documentation directly from the Payee to verify the identity of any Payee setup on the Cardholder database or participating in the ADP Wage Payments Card Services. Client also covenants to ADP and Issuing Bank that, with respect to each Cardholder, it will make and preserve (during the period required by law or requested by ADP or Issuing Bank) either of the following: (i) at least one (1) copy of all Identity Verification Documents; or (ii) a description of the Identity Verification Documents that were relied on by the Client noting the type of document (e.g., driver's license, government issued identification, passport, alien registration card), any identification number contained in the document, the place of issuance (e.g., state or country) and, if any, the date of issuance and expiration date. Client agrees to retain such documentation during the time that such Payee is a Cardholder until the earlier of (a) five (5) years from termination of Client's obligation to make payments to such Payee or (b) five (5) years from termination of such Payee's Card account; provided, however, that in the event a longer retention period is required for the Issuing Bank or ADP to meet its legal obligations, as a result of a change in applicable law or official interpretations thereof, ADP shall provide notice of such longer retention period and Client shall retain such documentation for such longer retention period.

C. *Issuance of ALINE Cards; Cardholder Fees.* Client will be issued an inventory of instant issue Cards. Client is responsible for distributing Cards to its Payees from its inventory of Cards. Prior to or in conjunction with distributing a Card to any Payee, Client shall (i) provide each Payee with a copy of the Issuing Bank's Terms and Conditions and other enrollment-related materials; and (ii) provide each Payee with the notice required under the USA Patriot Act as provided by either ADP or the Issuing Bank. Client will provide Cardholders with any other information and materials regarding the ADP Wage Payments Card Services provided to it from time to time that is necessary for Issuing Bank or ADP to comply with applicable laws or regulations. Client will be responsible for the safekeeping of the inventory of Cards received by Client and for any theft or misappropriation of any such Cards prior to a valid and authorized issuance and distribution of such Card to a Payee of Client. Client shall not, under any circumstance, disclose or make available the account routing (ABA/DDA) number to any Payee. Client shall direct Payees to the Cardholder services telephone number to obtain account routing (ABA/DDA) number as there are additional requirements that must be met before Payees are provided their account routing (ABA/DDA) number. The amounts to be loaded to each Cardholder's ALINE Card will be provided to ADP by Client through one of ADP's standard payroll transmission methods available to Client or another means agreed to by ADP and Client. Client acknowledges that separate fees and charges will be applied to Cardholders' Cards and are the responsibility of the Cardholder. Such Cardholder fees and charges are subject to change in accordance with the Cardholder Terms and Conditions applicable to the Cards. Current Card fees and charges are available upon request by Client.

D. *Card Status, Card Service, Cardholder Communications.* Client is responsible for ensuring that Cardholders are paid via an alternate pay method in such instances where a Cardholder's Card has been terminated, cancelled or is in inactive status. Client understands that ADP may contact its employees directly to notify them of the availability and benefits of the Cards and that Cardholders may receive additional notices, mailings and other communications directly from ADP or the Issuing Bank. 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 in the terms and conditions of use provided with each Card. Notwithstanding the foregoing, Client will be responsible for resolving all disputes by Cardholders regarding payroll and payroll-related amounts credited to or debited from the Cards. Additionally, Client agrees to treat all Cardholder personal and transaction information as confidential in accordance with the terms of Section 6.3 of Annex A. Notwithstanding the provisions of such Section 6.3, Client agrees that ADP and its subcontractors providing ADP Wage Payments Card Services may disclose information to a Cardholder related to Client loads to Cardholder's Card and Card enrollment information provided by Client regarding Cardholder and may otherwise use or disclose information regarding a particular Cardholder with the consent of that Cardholder or consistent with the privacy policy applicable to that Cardholder.

E. *Issuing Bank; Cardholder Information.* All Cards issued to Cardholders are the property of the issuing bank (the "Issuing Bank") and are subject to cancellation by the Issuing Bank at any time in accordance with Issuing Bank's Cardholder Terms and Conditions. Client agrees that it will not use the name or marks of the Issuing Bank in any materials it distributes or makes available to its Payees without the Issuing Bank's prior written consent. In the event of cancellation of a Card such Payee will be required to resume another means of payment made available by Client. Subject to applicable law, Client will provide Issuing Bank with all information and documents related to the ADP Wage Payments Card Services in its control or possession requested by or on behalf of Issuing Bank that are necessary or proper in the reasonable discretion of the Issuing Bank for the Issuing Bank to comply with applicable law or regulatory requirements. Client agrees that upon prior notice from ADP or Issuing Bank, Issuing Bank and any regulatory authorities which have jurisdiction over the Issuing Bank shall have the right to audit and inspect Client's books and records related to the ADP Wage Payments Card Services and Client's performance of its obligations with respect thereto, including, without limitation, the following: (i) Client's records pertaining to the set-up of Payees on the Cardholder database and participation of Cardholders in the ADP Wage Payments Card Services; and (ii) the Identity Verification Documents. Client understands that it is not entitled to access or review any Cardholder transaction information. Notwithstanding the foregoing, in limited circumstances (e.g., where necessary to prevent fraud) and consistent with the applicable Cardholder privacy policy, ADP may provide certain Cardholder transaction information to Client. Client agrees to treat all Cardholder account information, including Card transaction records, and all other information related to the Issuing Bank's provision of ADP Wage Payments Card Services to Cardholders, whether provided or made available to it by ADP or Issuing Bank (or their respective agents and subcontractors), as Confidential Information in accordance with the terms of Section 6.3 of Annex A of the Agreement.

F. *Client Responsible for Compliance with Laws.* Regarding the ADP Wage Payments Card Services, the following provision shall apply in place of Section 2.3 of Annex A, with respect to laws and governmental regulations affecting the ADP Wage Payments Card Services: ADP shall be responsible for compliance with all requirements of the Federal Reserve Board, Regulation E (12 CFR 205) applicable to financial institutions with respect to payroll card accounts. Except as stated in the previous sentence, Client (and not ADP, the Issuing Bank, or their agents and subcontractors) is solely responsible for (i) compliance with all laws and governmental regulations affecting Client's business, including state labor and payroll laws and the permissibility of the ADP Wage Payments Card Services under such laws, and (ii) any use Client may make of the ADP Wage Payments Card Services to assist it in complying with such laws and governmental regulations. Client also represents and warrants that any payments that it requests ADP to make hereunder will not violate any laws of the United States, including employment and eligibility laws. Client will not rely solely on its use of the ADP Wage Payments Card Services in complying with any laws and governmental regulations. Client also represents and warrants that any payments that it requests ADP to make hereunder will not violate any laws of the United States and are for services rendered in the employment context for Payees who are legally eligible to work in the U.S. In addition, Client also agrees to comply with the financial industry rules and compliance standards imposed by various card/payment networks or associations and applicable automated teller machine and point of sale processors (collectively, the "Network Rules") designated by the Issuing Bank from time-to-time related to such things as Card security and fraudulent or impermissible use of Cards.

G. *Indemnification.* In addition to Client's obligations set forth in the Agreement, Client shall be liable for, and shall defend, indemnify and hold harmless, ADP, its agents and subcontractors and the Issuing Bank, from and against any and all loss, liability, claim, damage or exposure arising from, or in connection with, any breach of Client's ADP Wage Payments Card compliance obligations hereunder, any fraudulent or criminal acts of Client's employees, including as a result of the theft or misappropriation of any Cards (or any negotiable instruments that may be issued with Cards) by Client's employees (e.g., the issuance of unauthorized Cards or fraudulent use of negotiable instruments) or the loading of unauthorized value onto Cards. Client also agrees to defend, indemnify and hold harmless the Issuing Bank from and against any and all loss, liability, claim, damage or exposure arising from, or in connection with Client's negligence in connection with its use and/or provision of the ADP Wage Payments Card Services or otherwise in connection with its performance or obligations hereunder.

H. *Additional Termination Right.* In addition to the termination rights set forth in Section 8 of Annex A, Client agrees that the ADP Wage Payments Card Services (or any feature thereof) in any designated jurisdiction may be terminated on sixty (60) days' notice to Client if ADP or the Issuing Bank believe that any changes in any Network Rules or NACHA rules, or changes to, or interpretations of, applicable law by any federal, state or local governmental authority, or any formal or informal order, instruction or directive communicated to ADP or the Issuing Bank by such authority make it commercially impractical to continue to provide the ADP Wage Payments Card Services (or any feature thereof) in such jurisdiction.

I. *No Consequential Damages.* IN NO EVENT WILL THE ORIGINATING BANK, THE ISSUING BANK, ADP OR ANY OF ADP'S AGENTS OR SUBCONTRACTORS BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES

WHICH CLIENT MAY INCUR OR EXPERIENCE ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT OR USING THE ADP WAGE PAYMENTS CARD SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

J. *Third Party Beneficiary.* Client acknowledges and agrees that Issuing Bank (and its respective successors and assigns) is a third party beneficiary of this Agreement (only as it relates to ADP Wage Payments ADP Wage Payments Card Services) entitled to enforce each of the provisions of this Schedule against Client as well as the provisions included in Sections 4 (as to the disclaimer of warranties only) and 7 of this Agreement, including in equity and in law, as if it or they were a party hereto.

K. *Survival.* Client acknowledges and agrees that for purposes of Client's use of the ALINE Card Services, Sections E ("Issuing Bank, Cardholder Information") and G ("Indemnification") of this Addendum and Section 7 of the Annex A ("Limitation of Liability") shall survive termination or expiration of the Agreement and/or this Addendum.

SCHEDULE 1 TO ANNEX D

Applicable to ADP Employment Verification Services included in Workforce Now Services

All furnishers subject to the Federal Trade Commission's jurisdiction must comply with all applicable regulations, including regulations promulgated after this notice was prescribed in 2004. Information about applicable regulations currently in effect can be found at the Commission's Web site, www.ftc.gov/credit. Furnishers who are not subject to the Commission's jurisdiction should consult with their regulators to find any relevant regulations.

NOTICE TO FURNISHERS OF INFORMATION:

OBLIGATIONS OF FURNISHERS UNDER THE FCRA

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. 1681s-2. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is set forth in full at the Website of the Federal Trade Commission (FTC): www.ftc.gov/credit. A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document.

Section 623 imposes the following duties upon furnishers:

Accuracy Guidelines

The banking and credit union regulators and the FTC will promulgate guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. The regulations and guidelines issued by the FTC will be available at www.ftc.gov/credit when they are issued. [Section 623\(e\)](#).

General Prohibition on Reporting Inaccurate Information

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. [Sections 623\(a\)\(1\)\(A\) and \(a\)\(1\)\(C\)](#).

Duty to Correct and Update Information

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. [Section 623\(a\)\(2\)](#).

Duties After Notice of Dispute from Consumer

If a consumer notifies a furnisher, at an address specified for the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. [Section 623\(a\)\(1\)\(B\)](#).

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. [Section 623\(a\)\(3\)](#).

The federal banking and credit union regulators and the FTC will issue regulations that will identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Once these regulations are issued, furnishers must comply with them and complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a "credit repair organization." The FTC regulations will be available at www.ftc.gov/credit. [Section 623\(a\)\(8\)](#).

Duties After Notice of Dispute from Consumer Reporting Agency

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

- Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. [Sections 623\(b\)\(1\)\(A\) and \(b\)\(1\)\(B\)](#).
- Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. [Section 623\(b\)\(1\)\(C\) and \(b\)\(1\)\(D\)](#).
- Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). [Section 623\(b\)\(2\)](#).
- Promptly modify or delete the information, or block its reporting. [Section 623\(b\)\(1\)\(E\)](#).

Duty to Report Voluntary Closing of Credit Accounts

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnishes information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed.

[Section 623\(a\)\(4\)](#).

Duty to Report Dates of Delinquencies

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. [Section 623\(a\)\(5\)](#).

Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of [Section 623\(a\)\(5\)](#) (until there is a consumer dispute) by reporting the same delinquency date

previously reported by the creditor. If the creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. Section 623(a)(5).

Duties of Financial Institutions When Reporting Negative Information

Financial institutions that furnish information to "nationwide" consumer reporting agencies, as defined in Section 603(p), must notify consumers in writing if they may furnish or have furnished negative information to a CRA. Section 623(a)(7). The Federal Reserve Board has prescribed model disclosures, 12 CFR Part 222, App. B.

Duties When Furnishing Medical Information

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. Section 623(a)(9). This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

Duties When ID Theft Occurs

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. Section 623(a)(6). If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each consumer reporting agency of the correct information and must thereafter report only complete and accurate information. Section 623(a)(2). When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. Section 615(f).

The FTC's Web site, www.ftc.gov/credit, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

**PRICING APPENDIX
SERVICE AND FEE SCHEDULE**

SECTION 1 THE CLIENT GROUP.

White Mountain Apache Tribe
201 E Walnut St
Whiteriver, AZ 85941

SECTION 2 ADDRESS OF ADP FOR NOTICES.

ADP, Inc.
One ADP Boulevard
Roseland, New Jersey 07068
Attention: General Manager

SECTION 3 TERMINATION DATE.

The Termination Date is 3 years from the date on which live processing commences for the last Service to go live hereunder.

SECTION 4 FEE EFFECTIVENESS; FEE CHANGES.

The Implementation Services fees (if any) set forth in this Pricing Appendix will be effective as of the date ADP begins providing Implementation Services. The ongoing Services fees set forth in this Pricing Appendix will become effective on the latter of (a) the date of execution of this Agreement by ADP, if ADP is the last party to sign or (b) the date of receipt of a fully executed Agreement by ADP, if ADP is the first party to sign (such date being the "Ongoing Services Pricing Effective Date"); for any ongoing Services provided to Client prior to the Ongoing Services Pricing Effective Date, Client will pay the rates invoiced to Client by ADP for such Services.

The fees set forth in the Pricing Appendix will remain fixed for year one following the Effective Date. During the remainder of the Initial Term, ADP may modify the fees for the Services on an annual basis by 5% with 30 days prior written notice. After the Initial Term, ADP may modify the fees upon 30 days prior written notice to Client.

The fees set forth in Section 5.3 may be modified by ADP upon written notice to Client (if and as applicable).

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

SECTION 5 FEES.

5.1 Implementation Fees. The "One-Time Implementation Fees" sets forth the fee structure for Implementation Services.

Applicable Implementation Services fees will be billed for each product in the month of the first live processing for each respective product. The hourly rate for Change Control provided during implementation is stated in Section 5.5.

One-time Implementation Fees	Quantity	Rate	Frequency	One-time Cost	Based on
HR/Payroll Services				\$6,000.00	
<i>CORE IMPLEMENTATION</i>					
WFN Essential 4.0				\$6,000.00	
Workforce Solutions / Time & Labor Management (TLM)				\$6,000.00	
<i>CORE IMPLEMENTATION</i>					
Core Application - Workforce Now Essential Time (ezLaborManager)				\$6,000.00	
Total One-time Fees				\$12,000.00	

Training

- ADP's schedule of standard and public training classes is available upon request and at <http://ilearn.adp.com>.
- Standard training materials may include but are not limited to one or more of the following; in person or virtual instructor led training, e-learning, pre-recorded courses, help documentation, reference guides, pre-recorded task demonstrations, and job aides. Specific materials vary by product and service.

- All standard e-learning, pre-recorded courses, help documentation, reference guides, pre-recorded task demonstrations, and job aides are available at no additional cost.
- All other in-person and or virtual instructor led training is offered at ADP's current rates.
- Client is responsible for all travel expenses associated with training.

5.2 Ongoing Services Fee.

The fees for Ongoing Services (the "Ongoing Services Fees") are set forth in the table below. The Ongoing Services Fees are based on the scope of work outlined in the Statement of Work. The Statement of Work sets forth a description of Services to be provided.

Ongoing Services Fees	Units Assumed	Rate	Frequency	Based on
HR/Payroll Services	1,000			
<i>CORE APPLICATION</i>				
Workforce Now	0	\$0.00	pepp	Includes processing, printing, check stuffing, check signing, direct deposit and check reconciliation
<i>PAYROLL PROCESSING</i>				
Workforce Now Expanded Payroll	1,000	\$1.60	pay	Includes Benefit Accruals, Payroll QuickView, Check View, External Paydata Interfaces PQV Net, Labor Distribution, 24-hour Service, Archived Employees
<i>HOSTING</i>				
Payroll and HR Employee and Manager Self Service with Portal	1,000	\$0.00	ee/month	
Hosting	1	\$0.00	month	
<i>BANKING</i>				
ALINE Card	30	\$0.00	transaction	
ADP iPayStatements	1,000	\$0.00	pay	
iReports	1,000	\$0.00	pay	
<i>REPORTING AND COMMUNICATION</i>				
ADP GL	1,000	\$0.00	pay	
New Hire Reporting Service	200	\$0.00	transaction	
Y/E Info. Tax Reporting, W-2s	1,053	\$3.55	form	Includes W-2's, Earnings Summary Statements, Year-end W&T Reports on paper & CD, W2 Preview CD with W&T
<i>WAGE GARNISHMENTS</i>				
Wage Garnishments Processing Service (WGPS) - Payments	100	\$0.00	payment	
Wage Garnishments Processing Service (WGPS) - Service	1,000	\$0.00	pay	
<i>TAX FILING</i>				
Total Tax Plus	1,000	\$0.00	pay	
State/Local Fees	1	\$9.00	jurisdiction	First state and local jurisdiction per company code included at no charge
<i>OTHER OPTIONS</i>				
Content Management	1	\$0.00	month	
Workforce Solutions / Time & Labor Management (TLM) **	1,000			
<i>CORE APPLICATION</i>				
Workforce Now Essential Time (ezLaborManager)	1,000	\$2.80	PEPM	

** The TLM Services fees are based on assumptions around the number of employees utilizing the TLM Services as of certain assumed dates, and ADP incurs costs in connection with the TLM Services on the basis of such assumptions. Therefore, notwithstanding anything to the contrary in this Agreement, Client shall pay to ADP a minimum monthly fee for the TLM Services equal to \$2,800.00 beginning as of February 1, 2014. The foregoing minimum(s) may be revised by mutual agreement of the parties in the event of a decrease in such assumed number of employees utilizing the TLM services due to divestitures or corporate reorganization of Client.

To the extent that Client is receiving components of the Services or features not listed in this Pricing Appendix, then Client shall pay to ADP the rates currently charged by ADP for such components of the Services or features.

With respect to Self Service:

Client shall promptly deliver to ADP the Client Content as required by ADP in an electronic file format specified and accessible to ADP or as otherwise set forth in the Pricing Appendix. "Client Content" means any materials provided by Client for incorporation in ADP Self Service, including, but not limited to, any images, photographs, illustrations, graphics, and text. 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 Services.

Client is solely responsible for all Client Content and for obtaining all required rights and licenses to use and display such Client Content in connection with ADP Self Service. Client shall provide to ADP Client Content that is virus free and 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.

5.3 Miscellaneous Rate Card Items (if applicable).

The fees for Miscellaneous Services (the "Miscellaneous Services Fees") are set forth in the table below. The Miscellaneous Services Fees are based on the scope of work outlined in the Statement of Work and will be charged at the prevailing rates on a monthly basis as they occur after the Services commence.

Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Frequency	Based on
RATE CARD					
Payroll Processing					
Pays/ Distribution	Direct Mail Services	0	First Class Postage plus \$0.10	Per item	- Per item mailed
	Management Reports	0	\$30/ regular processing \$80/ quarterly or annual	Per processing	
	Adjustment Payrolls	0	\$75 plus	Per processing	- \$75 per processing plus Client's per pay rate for each pay adjustment
Other	Client Service/Support, and Hosting Contacts	5	\$260.00	Monthly	- Per contact per month
ADP Wage Payments: Card Services					
Pay Cards	ALINE Card	30	\$2.50	Per card	Applies to: - On-hand inventory (one-time load, not personalized) - STAR Instant Issue - Per each new hire card kit package including a non-personalized instant issue Visa ALINE Card - Provides for an automatic upgrade to a personalized (embossed) non-portable Visa branded ALINE Card after two value loads via ACH/Direct-Deposit - Card kits are ordered in bulk in advance and delivered to client site for distribution to employees
Year End Services					
Year End Services	W-2 Reissue	0	\$8.50	Per form	- \$500.00 annual maintenance
	CD ROM Output for Reports	0	\$150.00	Per CD produced	- Includes 0 CD(s)
ADP Employment Tax Services					
State/Local Fees	Tax Jurisdictions in Applied For Status	0	\$50.00	Per occurrence	- Per state per month
	Tax Registration Services	0	\$150.00	Per transaction	
Amendments	Amended Return	0	\$105.00	Per occurrence	- Applies to all Federal, State, Local, SIT, SUI returns
SSN Changes	Social Security Number Change	0	\$55.00	Per occurrence	- Applies to SUI, State Recon, Local Recon

Exceptions	Exception Return	0	\$150.00	Per occurrence	Applies to: - Federal 941, 942, 944, 945, 1086, W-3C - FUTA, SIT and SUI - CA - NJ SIT/SUI - State Recon and State 1096 - Local, Local Recon and Local 1096
	Re-close Fee	0	\$50.00	Per occurrence	

5.4 Reserved.

5.5 Change Control Fees. Fees for Change Control Items are incurred for analysis, development and delivery of changes to Services. Change control requests that, when completed, will cause ADP to vary from assumptions specified in the Pricing Appendix and/or the Statement of Work will result in an increase to Ongoing Service Fees.

The hourly rates for Change Control Items are as follows:

- \$165.00 per hour for Implementation Services or Ongoing Services
- Rate for System Modifications as described in the Statement of Work and/or System Repair as described in Support exhibit:
 - Level I: per hour
 - Level II: per hour
 - Level III: per hour

Additionally, specific to Procure-to-Pay Services, the hourly for Change Control items are as follows:

- Level I Rate for hourly services billed at \$1,000.00 per day for work performed.
- Level II Rate for hourly services billed at \$1,400.00 per day for work performed.
- Level III Rate for hourly services billed at \$1,800.00 per day for work performed.

Fee for Change Control involving ADP Talent Management Services will be a fixed fee to be mutually agreed upon by the parties.

Fees for Change Control involving ADP Talent Management Services Powered by CSOD will be \$200.00 per hour.

Additionally, projects that are quoted and invoiced on a time and materials basis are invoiced based on the actual hours worked, whether that work is performed on-site or off-site, unless otherwise stated. In the event that a consultant is contracted for a one- or two-day assignment, a minimum of eight hours per day will be invoiced unless prior arrangements have been made.

If Client utilizes a third party accounts payable business process outsourcing provider, and if such provider charges ADP a fee for ADP to receive the amounts invoiced under this Agreement or applies a discount as compensation for such provider's services, then Client shall be responsible for such fees and discounts. Unless the parties agree to a different method of reimbursement, ADP shall treat such fees or discounts as a pass-through third-party expense and shall invoice Client any amount incurred by ADP.

5.6 Reserved.

5.7 Funding Requirements. Client must be setup with a permanent reverse wire collection method for processing of garnishment, tax liabilities, and/or ADP Wage Payments Services impounds. Tax liabilities will be collected one (1) Business Day prior to pay date. ADP Wage Payments Services, including FSDD, and garnishment impounds will be collected two (2) Business Days prior to pay date.

5.8 Reserved.

SECTION 6 APPLICATION PROGRAMS.

The Application Programs licensed to Client are listed below:

ADP to deploy the Application Programs at a Uniform Resource Locator (URL) to be selected, registered, and owned by ADP.

- **Workforce Now**
- **ADP Reporting**
ADP reserves the right to substitute different technology, so long as no substitution has a material adverse effect on System performance or ADP's ability to meet the Service Levels, and ADP will discuss same with Client.
- **ezLaborManager**

SECTION 7 RESERVED.