

## SERVICE PARTICULARS DAYFORCE CLOCK TERMS

(APPLICABLE ONLY TO DAYFORCE BUNDLES WHERE CLIENT RENTS OR PURCHASES CERIDIAN CLOCKS)

### 1. CAPITALIZED AND DEFINED TERMS

**1.1** All capitalized terms used herein and not defined shall have the same meaning as in the other documents that form part of the Agreement (as defined in the MSA) or the Dayforce General Terms (the Service Terms applicable to all Dayforce bundles), as applicable.

**1.2** As used herein, “*Ceridian Clocks*” means clocks, hardware and other ancillary products, purchased or rented by Client from Ceridian as part of the Services, as set forth in the Order Form.

### 2. CLOCK TERMS

#### 2.1 Installation of Purchased or Rented Clocks from Ceridian

2.1.1 Ceridian's Obligations. Ceridian will:

- (i) deliver Ceridian Clocks to Client in good working condition. Ceridian Clocks will be shipped upon the initial project kick-off – clock discovery meeting, or for orders placed after project kick-off – clock discovery, immediately upon order placement;
- (ii) make all corrections necessary to bring terminal(s) into compliance with the applicable specifications; and
- (iii) provided Client is current on the mandatory maintenance fees for the Ceridian Clocks, provide maintenance services consisting of support, periodic updates to firmware, and updates to interfaces for the Software as required, as well as provide emergency replacement of terminal(s) that Ceridian stocks in the normal course of business. Emergency replacements will be shipped same Business Day if a return merchandise authorization (rma) is issued prior to 2:00 p.m. Eastern Time. If after 2:00 p.m. Eastern Time, shipment will be next Business Day. The maintenance fees are included in the base rental fee for rental Ceridian Clocks but are payable on an annual basis for purchased Ceridian Clocks. NEMA Clock maintenance includes a return and repair policy rather than emergency replacement.

2.1.2 Client's Obligations. Client will:

- (i) make available a suitable place of installation, adequate power and surge protection, and cabling. Client is responsible for location and mounting of the terminal(s) in compliance with accessibility laws and all building codes;
- (ii) install and test terminal(s);
- (iii) within fifteen (15) days of the receipt of terminal(s), notify Ceridian of any material Defect in terminal(s). If Client does not send written notice of the occurrence of a material Defect within such fifteen-day time period, Client will be deemed to have accepted terminal(s);
- (iv) Client must return any rented hardware within fifteen (15) days upon termination of these Service Particulars. Ceridian Clock rental fees will continue to accrue until all hardware has been returned;
- (v) except for NEMA Clocks which may not be returned, Client has the option to return rental or capital purchased hardware, within forty-five (45) days of receiving shipment, so long as the hardware is unopened and unused. Client is responsible for shipping costs of returned Ceridian Clocks. Any returns not meeting the above conditions are not eligible for a refund of fees paid;
- (vi) if applicable, rental fees will begin to accrue immediately upon receipt of the rented Ceridian Clocks, and are required for a minimum period of twelve (12) months. Rental fees are applicable for the duration of time during which Client has the Ceridian Clocks in their possession. Rental fee accrual will not be terminated without an approved rma and will continue until Ceridian receives all Ceridian Clocks. If Client places the implementation on hold for any reason, Ceridian Clock rental fees will continue to apply; and
- (vii) with the exception of NEMA Clocks, if an emergency replacement of any terminal is required as part of the maintenance coverage, Client is obligated to return the original terminal(s) within fifteen (15) days of shipment of replacement. If Client does not return the original terminal(s) within this timeframe, Client will be charged full list price for the replacement terminal(s).

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

**2.3 Employee Information Tracked on Ceridian Clocks (including Webclocks).** Client shall be responsible for complying with all applicable laws associated with the collecting, processing, and tracking of employee Personal Information (including all applicable privacy laws), including with respect to geo-tracking and biometric information (if applicable). Client acknowledges and agrees that it is Client's responsibility to establish and maintain appropriate security and privacy procedures and policies, to properly inform its employees of the collecting, processing, and tracking of information, to obtain all necessary consents with respect thereto and to obtain all applicable government registrations. Ceridian shall not be responsible for Client's use of such information or the application.