

The following terms and conditions are incorporated into the Order Form between Ceridian and Client and form an integral part of the Agreement.

MASTER SERVICES AGREEMENT

1. DEFINITIONS AND INTERPRETATION. As used in this Master Services Agreement:

- 1.1 “*Affiliate(s)*” means a person that directly or indirectly controls, is controlled by, or is under common control with, a Party, where “control” means the possession, directly or indirectly, or the power to direct or cause the direction of the management policies of a person, whether through the ownership of voting securities, by contract or otherwise;
- 1.2 “*Agreement*” means this Master Services Agreement together with all Order Forms, Statements of Work, Service Particulars, Rate Sheets and other written documents made between Client and Ceridian whether by execution of such document by both Parties or incorporation by reference;
- 1.3 “*Business Day*” means any day of the year other than a Saturday, Sunday or a Statutory or public holiday in the Territory(ies), but only to the extent such term refers to a Service being delivered in respect of such Territory;
- 1.4 “*Ceridian*” means the Ceridian entity that has signed the Order Form;
- 1.5 “*Ceridian Contractor*” means any person who is not a Party or an employee of Ceridian, who Ceridian contracts or otherwise engages to assist with or perform any part of the Services;
- 1.6 “*Ceridian Property*” means, collectively: (i) any and all systems, hardware, software, networks, online content, applications, source codes, specifications, templates, modules, devices, equipment, documentations or other property owned, licensed, leased, produced, designed, created or used by Ceridian as of the Effective Date or thereafter, whether for purposes of providing the Services pursuant to the Agreement or for any other purpose; (ii) all Confidential Information of Ceridian; (iii) all Materials; and (iv) any and all Intellectual Property in any of the foregoing or related thereto;
- 1.7 “*Client Data*” means any data of Client supplied by or on behalf of Client to Ceridian hereunder, or any such data created as a result of the processing of such data, including any data contained or embodied in Ceridian Property;
- 1.8 “*Confidential Information*” means any information identified by either Party and/or its Affiliates as “Confidential” and/or “Proprietary”, or which, under the circumstances, ought to be treated as confidential or proprietary, including non-public information related to the disclosing Party’s (and/or an Affiliate’s) business, employees, service methods, software, documentation, financial information, prices and product plans;
- 1.9 “*Data Protection Program*” means the security measures and controls comprising Ceridian’s overall data security program, as such program is described in Ceridian’s Data Processing Addendum posted on <http://www.ceridian.com/company/corporate/client-contract-portal-dayforce>, as updated from time to time;
- 1.10 “*Effective Date*” has the meaning set forth in Section titled “Term”;
- 1.11 “*Fees*” means the fees payable by Client to Ceridian for the Services, as contemplated in Section titled “Fees” below;
- 1.12 “*Including*” and “*Includes*” shall, wherever they appear in the Agreement, be deemed to be followed by the statement “without limitation”, and neither of such terms shall be construed to limit any words or statement which it follows to the specific or similar items or matters immediately following it;
- 1.13 “*Intellectual Property*” means all intellectual property rights (including all copyrights, patents, trademarks, trade secrets, industrial designs and know how) and all applications, continuations, extensions, notices, licenses, sublicenses, agreements and registrations thereof in any jurisdiction;
- 1.14 “*Master Services Agreement*” or “*MSA*” means this master services agreement and any schedules, appendices or other attachments hereto;
- 1.15 “*Materials*” means all materials, documentation, forms, brochures, tip sheets, posters, and online content furnished by Ceridian to Client, and any derivatives thereof;
- 1.16 “*Order Form*” means the applicable order form signed by Client and Ceridian in respect of the Services;
- 1.17 “*Parties*” means collectively Client and Ceridian, and each is a “Party”;
- 1.18 “*Personal Information*” means information which constitutes information governed by any applicable privacy or data protection law, statute or regulation;
- 1.19 “*Rate Sheet*” means the applicable Rate Sheet posted on <http://www.ceridian.com/company/corporate/client-contract-portal-dayforce>. Such Rate Sheet items are intended to compensate Ceridian for additional work and/or disbursements as a result of the occurrence of such events (e.g., NSF charge, client stop payment request). Ceridian reserves the right to change the list of items and/or charges on the Rate Sheet from time to time by posting an updated copy on the above site.
- 1.20 “*Service Particulars*” means the applicable Service Particulars for the Services posted on <http://www.ceridian.com/company/corporate/client-contract-portal-dayforce> at the time of signing the applicable Order Form;
- 1.21 “*Service Start Date*” means, in respect of a Service, the Service Start Date as defined in the applicable Service Particulars;
- 1.22 “*Service Term*” means the term length for a particular Service, as will be expressly set forth in the applicable Order Form;
- 1.23 “*Services*” means, collectively, the services supplied by Ceridian to Client under the Agreement, as such services are more particularly described in the Service Particulars or a Statement of Work, and each is a “Service”;
- 1.24 “*Software*” means any software program(s) licensed or provided by Ceridian to Client through which the Service will be provided, as such Software may be more particularly described in the Service Particulars or Statement of Work;
- 1.25 “*Statement of Work*” or “*SOW*” means the applicable Statement of Work between Client and Ceridian, setting forth in detail the work, services and deliverables to be provided by Ceridian in respect of any professional services work;
- 1.26 “*Taxes*” means all sales taxes, value added taxes, goods and services taxes, business transfer taxes, withholding taxes or any other taxes now or hereafter levied or imposed by any governmental authority by reason of or with respect to the provision of the Services to Client, but, for certainty excluding Ceridian’s taxes for income derived under the Agreement; and

1.27 "Territory" means the territory or territories in respect of which the Services are to be delivered, as identified in the Order Form.

2. SERVICES

2.1 Services. Ceridian shall provide the Service(s) to Client as more particularly set forth in the Service Particulars. Client acknowledges and agrees that certain Services or parts thereof may be subcontracted by Ceridian to Ceridian Contractors, including Affiliates of Ceridian. However, regardless of any such subcontract, Ceridian shall remain solely liable for performance of the Services and all of its obligations hereunder.

2.2 Affiliates Use. All Services are provided to Client on the strict condition that they are used for Client's own internal business use within the respective Territory or Territories and not for re-sale by Client or for any use by Client that would constitute providing a service for third parties. However, and notwithstanding the above it is agreed that the Services may be used by Client's Affiliates provided that:

- 2.2.1 the Services are used by Client and/or its Affiliates only within the respective Territory in which Ceridian has agreed to provide such Service;
- 2.2.2 Client shall remain liable for the acts and omissions of all of its Affiliates as if the acts and omissions were acts and omissions of Client;
- 2.2.3 any loss or damage arising in connection with the Services incurred by such Client Affiliate shall be actionable by Client as if such loss and damage were incurred by Client, but shall not be actionable by Client's Affiliate directly against Ceridian or any Ceridian Contractor;
- 2.2.4 such Affiliate shall be deemed to have agreed to comply with all covenants and obligations on the part of Client herein, and agreed that Ceridian shall be entitled to all of the rights and benefits granted herein, as if such Affiliate has been a signatory to the Agreement;
- 2.2.5 Client shall be liable with the Affiliate for any and all Fees and other charges, arising as a result of such Affiliate's use of the Services, including any consequent increases in transactions, user numbers, set-up requirements, data records or Service provision; and
- 2.2.6 as a condition of allowing the Affiliate to access or continue to use the Services, Ceridian may, but shall not be obliged to, require the Affiliate to execute such documentation as reasonably required by Ceridian to confirm the Affiliate's agreement to the terms hereof.

2.3 Professional Services. Any work or services to be delivered by Ceridian which are not described in the Service Particulars shall be described in a Statement of Work. The scope of services in a Statement of Work may be amended from time to time upon mutual agreement in writing by the Parties. Ceridian shall assign employees or subcontractors qualified to perform such professional services work, who shall exercise due professional care and competence in the performance of such Services. With respect to such professional Services, Client shall:

- 2.3.1 furnish qualified personnel to work with Ceridian personnel in the execution of each Statement of Work;
- 2.3.2 supply adequate resources and information as mutually agreed upon;
- 2.3.3 notify Ceridian in writing of any request for changes to the Statement of Work; and
- 2.3.4 review and accept or reject each deliverable within ten (10) Business Days of notification by Ceridian of completion of such work, or within such other time frame (and/or in such manner) as may be expressly contemplated in a Statement of Work, such acceptance not to be unreasonably withheld. Subject to any express acceptance criteria to the contrary set forth in a Statement of Work, each deliverable will be deemed to be accepted by Client on the tenth (10th) Business Day after notification by Ceridian of completion of such work, unless Client has provided Ceridian (within such ten (10) Business Day period) with written notice rejecting such work and specifying the manner in which the deliverable is defective.

3. TERM AND TERMINATION

3.1 Term. This Master Services Agreement will become effective when the Order Form is signed by Client and by Ceridian (the "Effective Date"), and shall continue until terminated in accordance with the terms hereof. The Service Term for each particular Service shall commence on the Service Start Date and continue for the length of the Service Term expressly set forth in the Order Form.

3.2 Termination. The Agreement (or at the option of the Party exercising the termination right, only the affected Service) may be terminated as follows:

- 3.2.1 immediately by Ceridian without further notice to Client (provided Ceridian expressly refers to the threat of termination), if Client fails to pay any Fees when due, and such failure continues for a period of seven (7) Business Days after Ceridian provides Client with written notice of such breach;
- 3.2.2 by either Party if the other Party fails to materially perform, or is otherwise in default of, any one or more of its material obligations under the Agreement (except failure by Client to pay Fees, when the provisions of the preceding subsection shall prevail), and fails to remedy such failure within thirty (30) days after receiving written notice of default from the non-defaulting Party specifying the particulars of the breach and expressly referring to the threat of termination under this subsection, or if such breach is of a nature that it cannot be reasonably remedied within such 30-day period, then if the Party fails to commence to remedy such breach within such 30-day period or thereafter fails to proceed diligently to remedy such breach;
- 3.2.3 immediately by either Party if the other Party is, or is deemed for the purposes of any law to be, unable to pay its debts as they fall due or insolvent, or any corporate action, legal proceedings or other procedure or step is taken against such Party in relation to or with a view to winding-up, dissolution, administration, reorganization (in each case, whether out of court or otherwise) in respect of such Party (or a Client Affiliate receiving Services) or any of its assets, or any analogous procedure or step is taken in any jurisdiction; or
- 3.2.4 upon written notice by either Party, if the Service Term for every Service has expired (without being renewed or continuing in accordance with the Service Particulars), or has otherwise been terminated as permitted in accordance with the terms of the Agreement.

4. FEES AND PAYMENT

4.1 Fees. Client will pay the Fees plus all applicable Taxes, in the amounts and in accordance with the payment terms and processes set forth in the Order Form, SOW, Service Particulars and/or Rate Sheet. Any Taxes imposed on any transactions between Client and Ceridian contemplated under the Agreement shall be the subject of an additional charge and shall be shown separately on any invoice or similar document together with the required tax registration numbers, and paid by the party at the same time as the party pays the amount in respect of which such Taxes are payable. All Fees (and applicable Taxes) for Services provided within a Territory are the sole responsibility of Client and will be invoiced to, and payable by, the local Client entity located in such Territory. However, in the event that Services are invoiced to a Client entity from a Ceridian entity outside of the Territory in which Client entity receiving such Services is located, Client entity shall remit payment to the Ceridian entity issuing the invoice and shall be solely responsible to self-assess for all Taxes relating to such Services to the extent such Taxes are not paid to Ceridian. In addition, neither Party shall exercise the right of set-off against any Fees.

4.2 Expenses. Client shall, in addition to all Fees, reimburse Ceridian for all reasonable expenses (in accordance with Ceridian's then current expense policy) incurred in connection with the implementation and provision of the Services, including travel, accommodation and meals. Ceridian will advise Client prior to incurring such expenses and obtain Client's prior approval for same. Travel and subsistence will be charged from the location from which the respective Ceridian employee performing the work is based, to the required place of work, and Ceridian will endeavor to direct staff for most appropriate use of skills and economy of expense.

4.3 Late Fees. Ceridian may charge a late payment fee in the amount of 1% per month for late payments made by Client. Client agrees to pay late payment fees including all costs of collection (including reasonable legal fees and expenses). If Client fails to comply with any of the terms of payment for more than seven (7) Business Days after receipt of a written demand for payment (unless subject to a good faith dispute that the Client has provided notice in writing to Ceridian of), Ceridian may, in addition to any other right available to it, suspend performance of all or any part of its Services.

4.4 Currency. All Fees are payable in the currency stated in the relevant Order Form and shall be remitted to Ceridian in that currency. If remitted in another currency and/or from outside the Territory, sufficient funds must be remitted such that the net sum received by Ceridian in the requisite currency after foreign exchange and other bank charges is that stated on the relevant invoice. Ceridian will be entitled to invoice Client for any shortfall.

5. CONFIDENTIALITY AND PRIVACY

5.1 Non-Disclosure. Neither Party shall disclose Confidential Information of the other Party except as permitted in accordance with the terms of the Agreement. The receiving Party shall use the same degree of care as it uses to protect its own Confidential Information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing Party. The foregoing obligations shall not apply to any information that (i) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving Party; (ii) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving Party; (iii) was known to the receiving Party at the time of disclosure; (iv) was generated independently by the receiving Party; or (v) is required to be disclosed by law, subpoena or other legal process. Ceridian may transfer Client's Confidential Information to a governmental agency or other third party to the extent necessary for Ceridian to perform its obligations under the Agreement or if Client has given Ceridian written authorization to do so.

5.2 Compliance. Ceridian will adhere to the principles of its Data Protection Program. Ceridian and Client each hereby represent that they have taken commercially reasonable steps to ensure that they will at all times be in compliance with all applicable laws relating to privacy and the collection, use and disclosure of Personal Information relating to the Services. Ceridian and Client each hereby represent that any Personal Information provided by it to the other Party under the Agreement has been and shall be collected, transferred and/or disclosed in compliance with such privacy laws (including obtaining the proper consent where applicable). In addition, each Party agrees to provide reasonable cooperation to the other in the instance that the other Party is subject to an inquiry by a data protection authority, regulator or agency, the scope of which includes operations or information within the assisting Parties' control.

5.3 Use and Retention. Ceridian acknowledges that it is receiving Personal Information in connection with the performance of Services it provides under the Agreement. Ceridian shall not use or disclose Personal Information without Client's permission for any purpose other than fulfilling its obligations under the Agreement. Ceridian acknowledges that Client determines the purpose and means of the processing of the Personal Information delivered to Ceridian under the Agreement. As such, Ceridian shall only process such Personal Information in accordance with instructions received through Client, and Client hereby gives Ceridian permission to use, transfer and process such Personal Information obtained by Ceridian in connection with the Services as necessary to perform the Services (as used in this Section, the "Purpose"). Personal Information will not be retained for longer than necessary to accomplish the Purpose for which it was collected, and Ceridian will correct such Personal Information as directed by Client. In addition, Ceridian will promptly notify Client of any request for access to Personal Information received by Ceridian hereunder, unless prohibited by law.

5.4 Personal Information. Client acknowledges and agrees that Ceridian may transfer or disclose such Personal Information to its employees or other representatives and Ceridian Contractors, provided that such transfer or disclosure is limited to those parties who Ceridian reasonably requires to access such information for the Purpose, provided that such parties have confidentiality obligations with respect to the Personal Information at least as protective of the obligations contained herein, whether by contract or operation of law. Without limiting Ceridian's specific obligations as set forth above in this Section 5, Client further acknowledges and agrees that it is wholly responsible for ensuring all Client Data housed within the live production environment of any Software is handled in accordance with applicable privacy laws.

5.5 Injunctive Relief. The receiving Party acknowledges and agrees that any breach by it or by any of its agents, representatives or employees of the provisions hereof may cause irreparable harm to the disclosing Party and that actual damages may be difficult to ascertain and in any event may be inadequate. Accordingly, in the event of such breach, the disclosing Party shall be entitled to temporary and/or permanent injunctive relief against the receiving Party and/or its agents, representatives and employees (in addition to such other legal or equitable remedies as may be available), without the necessity of proving irreparable harm or actual damage to the disclosing Party.

6. INTELLECTUAL PROPERTY

6.1 Ownership of Intellectual Property. Each Party shall remain the owner of all Intellectual Property it owns prior to the Effective Date and that which it creates in the performance of its obligations under the Agreement. As between the Parties and vis à vis any third party, Ceridian is and shall remain the sole and exclusive owner of all Ceridian Property and any and all components thereof, whether owned on the Effective Date or acquired thereafter, and Client is and shall remain the sole and exclusive owner of Client Data and any and all components thereof. Forthwith upon the expiration or termination of the Agreement or a particular Service, as the case may be, each Party shall forthwith return to the other Party, all such property in its possession or control relating to Agreement or terminated Service, as the case may be.

6.2 Right of Use. Ceridian hereby grants to Client, starting on the Effective Date and continuing for so long as required for a Service, the right to access and use the Software and such other Ceridian Property as may be required for Client to receive and use the Services internally within the Territory, subject to and in accordance with the following terms:

6.2.1 the Software and Ceridian Property is provided solely for the purpose of enabling Client to receive and use the Services, and without limitation, Client shall not use it in any manner that would be illegal, offensive or damaging to Ceridian or any third party;

6.2.2 Client shall not assign, transfer, sublicense, charge or otherwise deal in, encumber or make available to any third party the Software or Ceridian Property, and any attempt to do so shall be null and void and shall constitute a material breach of the Agreement;

6.2.3 Client is responsible for all activities that occur in the accounts of its employees and agents, and for compliance by such parties with the Agreement, and shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, as well as notify Ceridian promptly of any such unauthorized access or use;

6.2.4 to the extent the Software or Ceridian Property is licensed to, or otherwise in the possession or under the control of, Client, then Client agrees not to modify, merge, copy, disseminate, display, disassemble, reverse engineer, tamper with, or otherwise attempt to decrypt or derive the source code, any trade secrets or any proprietary information or create any applications or any derivative works thereof.

6.3 Indemnity for Infringement. Ceridian will indemnify and hold Client harmless from and against any and all claims alleging that the Services and any Intellectual Property furnished by Ceridian violate any third party's patent, trade secret or copyright, except to the extent that such claims arise from Client's modification of the Services or Intellectual Property or from Client's use of such Services in excess of the provisions set out in this Section 6 (including the use by the Client or its Affiliates out of the Territory). However, Ceridian's liability hereunder shall be conditional upon Client providing Ceridian with timely written notice of any such claim or threat thereof, and the full and exclusive authority for, and information for and assistance with, the defense and settlement thereof. If such claim has occurred, or in Ceridian's opinion is likely to occur, Client agrees to permit Ceridian, at its option and expense, either to procure for Client the right to continue using the Intellectual Property, or replace or modify the same so that it becomes non-infringing. If neither of the foregoing alternatives is reasonably available, Ceridian may immediately terminate its obligations (and Client's rights) under the Agreement with regard to such Intellectual Property (if the Services are deliverable without such Intellectual Property) or terminate the Agreement in its entirety (to the extent Ceridian is not able to provide the Service without such Intellectual Property).

7. DISCLAIMER OF IMPLIED TERMS

7.1 The express and limited terms, representations and warranties provided in the Agreement (including in the Software Functionality and Global Use Guide, when applicable) comprise all of the representations and warranties made with respect to the Services, products, Intellectual Property and other items provided, furnished, licensed, leased or otherwise made available or performed to Client by Ceridian pursuant to or in relation to the Agreement. Any further or other warranties or conditions, whether express or implied, contractual or statutory, including any implied warranties or merchantability or fitness for a particular purpose, are expressly excluded to the extent permitted by law.

8. LIMITATIONS OF REMEDIES

8.1 Limitation of Liability. To the maximum extent permitted by applicable law, Client agrees that Ceridian's total maximum aggregate cumulative liability (including that of Ceridian's Affiliates and Ceridian Contractors) to the Client, its Affiliates and other related parties (collectively in this Section referred to as the "Aggrieved Parties") for all past, present and future claims, demands, actions, causes of actions, requests, lawsuits, judgments, damages, costs, expenses, prejudices or losses (collectively in this Section referred to as the "Claims") in relation to or arising under the Agreement (whether for breach of contract, strict or statutory liability, negligence or any other legal or equitable theory) shall be limited to the Aggrieved Parties' actual direct damages and shall not, under any circumstances, exceed, in the aggregate, for all Claims past, present and future, the total amount paid by the Client (and any Affiliates) under the Agreement during the 12 months immediately preceding the loss. This remedy shall be the Aggrieved Parties' sole and exclusive remedy against Ceridian, any Ceridian Affiliate and Ceridian Contractor. However, the above limitation of liability shall not apply to Claims relating to the following:

- 8.1.1 death or personal injury resulting from that Party's negligence;
- 8.1.2 that party's fraud, statements made fraudulently or willful misconduct;
- 8.1.3 any Claim for indemnity by the Client under Section 6.3 (IP Infringement); and
- 8.1.4 any acts or omissions for which the governing law prohibits the exclusion or limitation of liability.

8.2 Damages Disclaimer. To the maximum extent permitted by applicable law, and notwithstanding anything to the contrary contained in the Agreement, neither Party nor any of its Affiliates shall be liable for any indirect, consequential (including damages for business interruption or loss of business information or data), special, punitive, exemplary or incidental damages, or damages for loss of profits, goodwill, anticipated savings or revenues, arising in relation to or under the Agreement, even if advised of the possibility of such damages or if the possibility of such damages was reasonably foreseeable.

9. CHANGES TO LEGISLATION

9.1 In the event of a change to any applicable law or regulation affecting the Services, Ceridian may make changes to the Agreement as are reasonably necessary to address such changes, with thirty (30) days' prior written notice to Client. If, upon notification of the change, Client elects not to continue the Services, then notwithstanding anything to the contrary in the Agreement, Client may terminate the Agreement upon thirty (30) days' prior written notice without penalty or cancellation fees.

10. NOTICES

10.1 All notices to the Parties shall be in writing (including fax or similar writing) and shall be sent to Client at the address set forth on the Order Form, and to Ceridian to the attention and address of Client's account representative (if any) or to the local Ceridian service center or to such other address or fax number as either Party may hereafter specify by written notice to the other Party. Each such notice, request or communication shall be effective upon receipt, provided that if the day of receipt is not a Business Day, then the notice shall be deemed to have been received on the next succeeding Business Day.

11. FORCE MAJEURE

11.1 Neither Party nor their respective Affiliates (nor Ceridian Contractor) shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached the Agreement for failure or delay in fulfilling or performing any term of the Agreement (except for the failure to pay money) when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party.

12. BUSINESS CONTINUITY PLAN

12.1 Ceridian covenants, represents and warrants that it has developed, and will keep current a formal business continuity plan which details strategies for response to and recovery from potential disasters that could disrupt Ceridian's operations and timely delivery of the Services.

13. GENERAL PROVISIONS

13.1 The Agreement and the Parties' rights and obligations shall be governed by the laws of the state of Minnesota if the Territory is the United States, or the province of Ontario if the Territory is Canada, and all federal laws applicable therein, or the laws of England if the Territory is the United Kingdom.

13.2 Either Party may assign its rights and obligations under the Agreement without the consent of the other Party: (i) to an Affiliate of the assigning Party or to a partnership, limited liability company, joint venture or other similar legal entity, of which at least 50% of the equity interests are owned directly or indirectly by the assigning Party or any parent entity, but no such assignment shall release the assigning Party, and such Affiliate or successor entity shall be jointly and severally liable under the Agreement; or (ii) to any successor to its business, or a substantial part thereof, whether through merger, amalgamation, consolidation, divestiture or sale, provided that the proposed successor entity is not a primary competitor of the other Party. Further, Ceridian may without the consent of Client and without regard to any other limitations set forth in the Agreement, grant a security interest in this Agreement to a Ceridian lender, provided that such grant of security in no way affects or derogates from any of Client's rights under this Agreement. Any other transfer or assignment of the Agreement or any rights hereunder requires the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. The Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. Upon request of the non-assigning Party, any permitted assignee shall execute an agreement in writing with the other Party hereto assuming all obligations of its assignor under the Agreement. Any purported assignment in contradiction of this Section shall be null and void and be of no force or effect.

13.3 In the case of any conflict between the main body of the Agreement which are applicable to all Services, and the terms applicable to only one or more particular Service(s) as set forth in the Service Particulars, Order Form or Statement of Work, the terms of the Service Particulars, Order Form or Statement of Work shall govern, but only with respect to the particular Services and/or Territory to which the Service Particulars, Order Form or Statement of Work relates. Notwithstanding the foregoing, Section 5 ("Confidentiality and Privacy"), Section 6 ("Intellectual Property") and Section 8 ("Limitations of Remedies") of this Master Services Agreement may not be overridden or amended by the Parties (and all such amendments shall be deemed void) unless approved in writing by each Party's legal counsel.

13.4 Client is solely responsible for the accuracy and completeness of all records and information furnished to Ceridian. In no event will Ceridian be responsible for any errors or matters existing prior to the Service Start Date, and any entries made by Client into the system thereafter, and Ceridian shall be entitled to rely solely on the information, authorizations, representations and warranties provided by Client pursuant to the Service Particulars. Ceridian is not obligated to commence providing Services until receipt from Client of all information reasonably required to be received from Client to provide the Services. Client will reimburse Ceridian for the costs of producing any information in Ceridian's possession or control relating to Client's business or employees that Ceridian produces in response to a Client request or court order. Ceridian may dispose of Client's records and data in accordance with Ceridian's data retention policy in effect from time to time (but in compliance with all privacy laws as contemplated in this Master Services Agreement).

13.5 No delay or indulgence by either Party at any time, to enforce any of the provisions of the Agreement, or any right with respect thereto, shall be construed as a waiver of such provision or right, nor shall it prejudice or restrict the rights of that Party. A waiver of its rights shall not operate as a waiver of any subsequent breach. No right, power or remedy conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party and the rights, powers and remedies shall be cumulative.

13.6 The Parties have expressly requested that the Agreement be drawn up in the English language. Les parties aux présentes ont expressément requis que cette convention soit rédigée en anglais. Expresamente las Partes del presente Contrato solicitan que este documento sea redactado en el idioma Inglés. In the

event of any contradiction, discrepancy or difference between the English language version and the French or Spanish versions (if any) of the text of this document, or any documents contemplated or referenced hereunder, the English language version shall govern.

13.7 Any provision of the Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13.8 Headings in the Agreement are for ease of reference only and will not affect its interpretation.

13.9 All amounts payable under the Agreement shall be payable in lawful currency as specified in the Order Form and/or Service Particulars, or if no such currency is specified, then the currency shall be deemed to be the lawful currency of the Territory in which the Service is being provided.

13.10 If more than one entity has signed the Agreement for the same Party, or an entity has signed for and on behalf of another entity in addition to itself, the covenants of all such entities shall be considered to be joint and several and shall apply to each of them. Additionally, should any one or more of such entities wish to amend the Agreement, or add or remove Services, it may do so separate and apart from the other entities of the same Party; provided however that: (i) the amendment or change to the Services shall only apply in respect of such entity(ies), and (ii) the entities comprising the Party shall only be jointly and severally liable in relation to the terms and Services common to such entities.

13.11 The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings regarding the subject matter hereof, whether written or verbal. Any amendment to the Agreement must be in writing and signed by authorized representatives of both Parties.

Client hereby consents to Ceridian conducting credit investigations, from time to time, including such requests for and exchange of information to and from consumer reporting agencies or credit grantors as it may require to approve and maintain any funding arrangements to be granted by Ceridian in relation to the Services, and to provide payment history information to such agencies.