

UNIVERSAL SERVICE AGREEMENT

This Universal Service Agreement (the "Agreement") by and between Equifax Workforce Solutions LLC, a Missouri limited liability company ("EWS"), and the entity or organization using the Services described in this Agreement and the applicable Schedule(s) ("Client"). By signing a Schedule to receive the Services (defined below), Client accepts and agrees to be bound by this Agreement. The parties agree as follows:

1.0 CONTRACT SERVICES

Client hereby authorizes EWS to provide employment or payroll related services (the "Service(s)") as described in each applicable schedule, or schedule set, and any exhibits attached thereto (the "Schedule(s)"). The parties may enter into one or more Schedule(s), each Schedule corresponding to a service or group of services provided by EWS, and such Schedules shall be a part of this Agreement. The terms of this Agreement shall apply to each Service, except as the parties may otherwise provide in the Schedule(s).

2.0 TERM

The term for each Service is set forth in the applicable Schedule. A Schedule may expire or be terminated without affecting the other Schedules. This Agreement shall remain in effect as long as there is an outstanding Schedule with a term in effect.

3.0 EWS OBLIGATIONS

EWS agrees that the Service will be provided in compliance with applicable laws and regulations, including any applicable privacy laws. EWS MAKES NO WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF EWS KNOWS OF SUCH PURPOSE.

4.0 CONFIDENTIALITY

The parties agree that the following will be treated as "Confidential Information": (i) all employment and income data provided to EWS by or on behalf of Client, which does, or could be used to, directly or indirectly identify an individual ("Data"); (ii) all information provided by EWS to Client pertaining to the Services; (iii) information of a party which a reasonable person would understand under the circumstances to be confidential, including information marked as "Confidential," "Proprietary" or words of similar meaning by either party. Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to EWS, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care.

Confidential Information does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Recipient, (ii) was known by the Recipient at the time of disclosure of the information without any obligation of confidence, and that knowledge is evidenced by reasonable proof, (iii) was or becomes available from a source other than the owner if the source was not legally bound to maintain the confidentiality of the information, or (iv) the Recipient independently develops without use of or reference to the Confidential Information. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the owner the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief.

Upon Client's written request at any time during the Term of this Agreement (including termination or completion of the Services hereunder), EWS will purge, destroy, or otherwise render inaccessible, Data housed in the EWS production database(s), provided that EWS may retain archival copies of Data for audit and dispute resolution purposes and EWS may retain copies of Data on encrypted back-up media in which such Data is co-resident with other employment and income data. EWS shall remain under its contractual obligation of confidentiality and security to Client during such retention and such obligations shall survive termination of the Agreement.

This Section shall survive the termination of this Agreement.

5.0 DATA SECURITY AND PRIVACY

5.1 EWS shall maintain an information security program that includes appropriate administrative, technical, and physical safeguards reasonably designed to: 1) ensure the security and confidentiality of Data; 2) protect against any anticipated threats or hazards to the security or integrity of such Data; 3) protect against unauthorized access to or use of such Data that could result in substantial harm or inconvenience to Client; and 4) dispose of such Data in a secure manner.

To comply with the safeguard obligations generally described above, EWS has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of Data that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such Data, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards (including encryption of Data at rest and during transmission), to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.

EWS shall notify Client in writing as soon as possible and without unreasonable delay, after any confirmed or reasonably suspected breach, as defined by applicable law(s), of Client's Data contained in EWS database(s) (an "Incident"). Notification may be delayed as required by law enforcement to prevent any impediment(s) to its investigation of the Incident. EWS shall cooperate with law enforcement in accordance with applicable law; provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. EWS shall promptly take appropriate action to mitigate such risk or potential problem at EWS's expense. In the event of an Incident, EWS shall, at its sole cost and expense, fully restore the Data and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

5.2 In order to obtain access to Services, Client's users may be required to create user names and passwords. Client shall ensure that its users comply with Client's security controls and/or policies regarding the creation, use and/or maintenance of passwords. Client shall also be responsible for maintaining accurate access privileges for its users and shall be responsible for disabling the account of any Client user who is no longer entitled or authorized to access the Service.

6.0 DATA QUALITY AND DATA TRANSMISSION

Client acknowledges that the ability of EWS to provide accurate information is dependent upon receipt of accurate Data from Client. Client shall provide current and accurate Data necessary for EWS to provide the Services. Client agrees to provide such Data to EWS within a mutually agreeable timeframe and to promptly correct and update Data. Client further agrees to test and validate the accuracy of the Data on a mutually agreeable frequency using paper-based or electronic Data validation reports provided by EWS. Both parties agree to work together to identify and resolve all identified historical and ongoing Data errors within two (2) of Client's pay periods. Client agrees that any action required of EWS to correct the Data for Client may result in additional fees, as provided in each applicable Schedule attached hereto. Furthermore, Client agrees to transfer Data to EWS using one of the approved secure shipping methods provided in Attachment 1.

7.0 PROPRIETARY RIGHTS

Neither party's ownership rights, including but not limited to, any intellectual property rights in or used by EWS to perform the Services nor any intellectual property rights in or to Client's Data, shall be transferred pursuant to this Agreement. This Section shall survive termination of this Agreement.

8.0 INDEMNIFICATION/LIMITATION OF LIABILITY

- 8.1 Each party agrees to indemnify, defend and hold harmless the other party and its affiliates, and their directors, officers and employees (each, an "Indemnified Party"), from and against any and all third party claims, demands, liabilities, suits, damages, expenses and costs (including reasonable attorneys', experts' and investigators' fees and expenses) (collectively, "Claim(s)") incurred by the Indemnified Party arising from or related in whole or in part to the indemnifying party's, or its affiliates', or its directors', officers' or employees': (i) breach of the Confidentiality obligations set forth in this Agreement, including, but not limited to when such breach results in an Incident, (ii) infringement on the United States intellectual property rights of third parties, (iii) intentional wrongful act or omission, willful misconduct, and/or (iv) breach of Data Quality and Transmission obligations; provided that (a) the party seeking indemnity promptly notifies the indemnifying party of any Claim for indemnity and cooperates fully in the defense of the Claim, (b) the party providing indemnity shall select counsel to defend any such Claim, and (c) the indemnifying party has sole control over the defense of the Claim and will have the right to settle an indemnified Claim without the prior written consent of the indemnified party, so long as a judgment or settlement does not impose any unreimbursed monetary or continuing non-monetary obligation on the indemnified party, and does not contain an admission of guilt or liability.
- 8.2 IN NO EVENT SHALL DAMAGES BY EITHER PARTY HEREUNDER EXCEED THE TOTAL FEES PAID BY CLIENT DURING THE TWELVE MONTHS PRIOR TO THE ACT OR OCCURRENCE WHICH GIVES RISE TO THE CLAIM. THIS LIMITATION ON LIABILITY SHALL NOT APPLY TO ANY THIRD PARTY CLAIM FOR WHICH EITHER PARTY HAS AN OBLIGATION OF INDEMNITY PURSUANT TO SECTION 8.1.
- 8.3 ANY OTHER TERM OR PROVISION OF THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL EITHER PARTY, OR ITS AFFILIATES, THEIR DIRECTORS, OFFICERS OR EMPLOYEES, BE LIABLE FOR LOSS OF PROFITS OR FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE PERFORMANCE OF THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.0 MISCELLANEOUS

- 9.1 **Entire Agreement.** This Agreement, which includes all Schedules incorporated herein by reference, comprises the entire Agreement between the parties, which supersedes all prior proposals, purchase orders, understandings and agreements with respect to the subject matter hereof. Any changes or additions to the terms and conditions of this Agreement in any written notification or documentation from Client will be of no effect unless expressly agreed to in writing by both parties.
- 9.2 **Force Majeure.** Neither party shall be responsible for any failure or delay in the performance of any obligations (excepting obligations to pay money) to the extent that failure is caused by acts of God, acts of terror, flood, fire, labor disputes, acts or omissions of the other party, non-delivery or delays in delivery by any other supplier of goods or services deliverable under this Agreement, or other causes beyond such party's reasonable control.
- 9.3 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is held to be invalid or unenforceable because it is overbroad,

that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited.

9.4 **Waiver of Jury Trial.** EACH PARTY AGREES TO WAIVE AND HEREBY WAIVES THE RIGHT TO TRIAL BY JURY OF ANY ACTION, SUIT, PROCEEDING, DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES.

9.5 **Assignment/Modification.** Neither party may assign this Agreement or any right or obligation under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld or denied. In the event assignment is necessitated by business reorganization, either party may assign this Agreement, provided that they provide the other party with written notice. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors and assigns. Except as provided in each applicable Schedule hereto, this Agreement may be amended or modified only by the written and signed consent of the parties.

9.6 **Notices.** *To Client:* Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective when sent and made in writing by either registered mail, certified mail, return receipt requested, by reputable, national or international overnight courier, or e-mail, in any such case addressed and sent to the address set forth on the latest Schedule executed by the parties and to the attention of the person executing the Schedule on behalf of Client, or that person's successor, or to such other address or such other person as Client shall have provided, in writing, to EWS in accordance herewith, or such other address as the Client shall have provided, in writing, to EWS in accordance herewith.

To EWS: Every notice required under this Agreement shall be in writing and effective three (3) days after being mailed first class postage prepaid, or upon delivery by a reputable, national or international overnight courier or other courier or delivery service, in either case addressed as follows:

To EWS:
Equifax Workforce Solutions LLC
11432 Lackland Road
St. Louis, MO 63146
Attn: President

Either Party may change its notice address with written notice to the other party.

9.7 **Counterparts/Execution.** For the convenience of the parties, Schedules may be executed in two or more counterparts and signature pages exchanged by electronic process or scanned copies via e-mail. The parties intend that counterpart copies signed and exchanged as provided in the preceding sentence shall be fully binding as an original handwritten executed copy hereof and all of such copies together shall constitute one instrument.

Attachment 1

Client Security Requirements for transmission of Employment and Income Data to EWS

The following table outlines the acceptable options for the secure transfer of employment and income Data, to EWS. Client agrees to use one of the approved secure delivery or transmission methods provided below. The EWS preferred methods of receiving Data are Secure File Transfer Protocol (SFTP) with PGP encryption or API.

	Transfer Option	Description	For Added Protection
1	SFTP	Secures credentials and information in the file during transmission using the SSH protocol.	PGP desktop software and use of the EWS PGP encryption key adds extra protection to the Data file itself.
2	API	API level integration with human capital management systems such as Workday and PeopleSoft.	Strong authentication processes and network encryption via TLS 1.2 add extra protection.
3	CD/DVD	Allows for sending data files using encryption software with additional password protection.	PGP desktop software and use of the EWS PGP encryption key encrypts the Data file.
4	Secure Email (Virtru, TLS)	Secures information in the body of the email and attachments.	Client to confirm presence of TLS with their internal email service team.