SALES ORDER

Career Source Central Florida 707 Mendham Blvd Ste 250 Orlando, FL 32825 United States

Today's Date: 6/9/2015

Quote Number: 02-2015-856666.1

Control Start Date:

Executive Contact

Ann Beecham

Director of HR

abeecham@careersourcecf.com

407-531-1222

ADP Sales Associate

Michael Roman

michael.roman@adp.com

(407) 248-6204

Number of Employees for Payroll processing: 167 on control: Career Source Central Florida

Monthly FeesCountMinBaseRateMonthly FeeAnnual TotalsWorkforce Now HR Solutions * - 35.0%301\$2.70\$812.70\$9,752.40

Workforce Now Recruitment

Requisition Process & Reporting

Metrics behind Cost & Time to Hire

Post Directly to Job Boards & Social Sites Media

Essential ACA

Annual 1094c/1095c Filing

Evidence of Benefit Offering Screens & Reporting

\$875.00

*See ACA Services Statement of Work for a full detail of

additional work and cost that may apply

Total One-Time Fees (Total of all one-time fees)

Billing for Essential Time, Benefits, Recruitment, Performance, Compensation Management and Essential ACA will begin on the earlier of (i) the date that ADP Product or Service is available for use by the client in a production environment OR (ii) ninety (90) days from the effective date of this agreement.

Sub-1060	\$528.25	\$6,339,00
Invoice Details	Unit Fees	
Implementation Fees	Count	One Time Fee
Implementation for Workforce Now HR Solutions	1,	\$875.00
Sub Total		\$875.00
Summary		
Annual Total of Monthly Fees		\$6,339.00

Start Date Type	Start Date	Goal	200 E S
Contact Type	Contact	Phone	STEVEN.
Payroll	Leo Alvarez	407-531-1222 x{2051}	
Executive	Ann Beecham	407-531-1222	
Client Security Master	Ann Beecham	407-531-1222	
Primary	Ann Beecham	407-531-1222	

Control Summary

\$1900	Control Name	Company Code	Pays	
Control 1	Career Source Central Florida	J44	167	
Control 2	Career Source Central Florida	UZ5	16	
Control 3	Career Source Central Florida	DXI	118	

Client agrees to direct debit of fees for service: Yes

Expiration Date:

6/19/2015

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

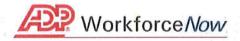
ADP, LLC	Client:
By: MWZ	By: Lamil Nalos
Name: Michoel M Reme	Name: Pamela Nabors
Title: Dignet Mayor	Title: President/CtD
Date: 10-11-15	Date: 17-15







that need a medical plan created, post migration, in Essential HR and Benefits. *Not needed for clients upgrading to Enhanced HR with Enhanced Benefits. Includes: Creation of Current Plan, Enrollment and Dependent History going back to beginning of current calendar year Client Elects: \$500 Conversion Fee (SCN: 4Z F00064) ACA Employee Load: Required only if medical plan runs on a fiscal, year or Benefits Module is setup mid-calendar year Includes: Importing Effective Date, ACA Status, Minimum Value Provided, Cost of Employee-only Coverage for current calendar year Client Elects: \$500 Conversion Fee (SCN: 4Z F00063) C. Self Funded / Self Insured Plan Support Option 1: Client does not have a Self Funded/ Self Insured Medical Plan OR already has an ACA Approved Benefits Module prior to 1/1/15 Check here if client has a Fully Insured medical plan OR had the ADP Benefits Module active as of 1/1/15 ACA Dependent Load: Required only if Self Funded/Self Insured plans AND client is implementing an ADP Benefits Module mid-calendar year Includes: Importing Effective Date, Covered Dependents and prior plan creation (if applicable) going back to beginning of current calendar year Client Elects: \$500 Conversion Fee (SCN: 4Z F00065) D. Lite ACA Year 1 Assistance Option: Lite Essential ACA: Client will be responsible for all data entry of required information for 1094/1095C forms into Lite Essential ACA solution Current Platform: Workforce Now 8 The following Terms & Conditions of the services under this 50% of the Self and payable by Client to ADP within 5 days of receipt of invoice. Terms and Conditions: Changes in project scope and/or unforeseen internal/terternal issues such as delays beyond ADP control may impact completion date and project cost. Prices for the Statement of Work SCWI as a self-based and conditions of the services and conditions of the services and conditions of the services and conditions of the Agreement and soft herman and conditions of the Agreement and soft herman and conditions of the Agr	Taxpayer Legal	Name: CAREER SOURCE	CENTRAL FLORIDA			
Piece 407-531-1222 Enail absentiam@carearourced.com Piece 407-531-6204 Enail	Legal Address:	egal Address: 390 NORTH ORANGE AVE City, State, Zip, County: ORLANDO, FL 32801				
A. Historical ACA Hours Data Conversion: Need depends on actual ADP Payroll Start Date **Interview Libror With Transport Content of the Content of Conten	Payroll Contact:					
Historical Hours will allow Workforce New to calculate 2/CA Benefit Status. Without system calculation, client can cade employees as Turi Time" or Tull Time". Option 1: Option 1: Option 2: Client Elects: No Charge Client Elects: No Charge Option 3: Client Elects: No Charge Client Elects: No Conversion Fee ISCN: 42 F00001) Option 3: ACA Historical Hours Import: When up to 18 months of hours history is required. Includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor Client Elects: No Conversion Fee ISCN: 42 F000001 Option 3: ACA Historical Hours Import: When up to 38 months of hours history is required. Includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor Client Elects: \$1,000 Conversion Fee ISCN: 42 F000001 Option 4: Includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor Client Elects: \$1,500 Conversion Fee ISCN: 42 F000001 Pull Check History Conversion? When importing up to 4 years' worth of history is needed includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor Client Elects: \$2,600 Conversion Fee ISCN: 42 F000001 *For Option 5: ACA Editorical Hours Import: When up to 38 months of hours history is needed includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor Client Elects: \$2,600 Conversion Fee ISCN: 42 F000001 *For Option 5: ACA Emportation Fee ISCN: 42 F000001 *For Option 3: 4. or 5, Letter Agreement Required And Dmust provide prior vendor name. Note here: S. Medical Benefits Module Start Date and Medical Plan Year Option 1: Client does not need, Already has active plans with effective dating and historical data loaded in Workforce Now Benefits Module Conversion Fee ISCN: 42 F000641 Option 2: Client Elects: \$500 Conversion Fee ISCN: 42 F000641 Option 3: Client E	Phone: 407-	531-1222 Email:	abeecham@careersourcecf.com	Phone: 407-531-6204	Email:	,
Option 1: Client does not need or already has hours history in Workforce Now Option 2: ACA Historical Hours Import: When client elects to upload up to 12 months of hours history themselves Client Elects: No Charge Client Elects: Sto Oconversion Fee ISCN: 42 F00020 Option 3: Client Elects: Sto Charge ACA Historical Hours Import: When up to 18 months of hours history is required. Includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor Client Elects: Sto Conversion Fee ISCN: 42 F00020 Option 4: Client Elects: Sto Conversion Fee ISCN: 42 F00020 Option 5: Includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor Client Elects: Sto Conversion Fee ISCN: 42 F00020 Option 5: Client Elects: Sto Conversion Fee ISCN: 42 F00020 Tell Check History Conversion Fee ISCN: 42 F00020 Tell Check History Conversion Fee ISCN: 42 F000200 Tell Client Geos not need; Already has active plans with effective dating and historical data loaded in Workforce Now Benefits Module Check here if client does not need options 2 OR 3 below, in Checked, planses select options 2 and/or 3 listed below Current Medical Plan Creation: Required only for migrating HR Profile IPCPW, IHR eXpert [Pay eXpert] and Essential HR WFN v2) clients that need a medical plan created, post migration, in Essential HR and Genefits. Not needed for clients upprading to Enhanced HR with the client Story Conversion Fee ISCN: 42 F00064 Option 3: Client		A. Historical ACA H	ours Data Conversion: N	eed depends on actual	ADP Payroll Start Date	
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Option 2: Client Elects: No Charge	Option 1:	Client does not need or alread	y has hours history in Workfor	ce Now		
Option 3: ACA Historical Hours Import*: When up to 18 months of hours history is required. Includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor Client Elects: \$1,000 Conversion Fee (SCN: 4Z F00302) ACA Historical Hours Import*: When up to 36 months of hours history is required Includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor Client Elects: \$1,500 Conversion Fee (SCN: 4Z F00301) Politon 5: Full Check History Conversion Fee (SCN: 4Z F00300) *For Option 3, 4 or 5, Letter Agreement Required AND must provide prior vendor name. Note here: **B. Medical Benefits Plan and Historical Data Support** Need depends on actual Electifish Module Start Data and Medical Plan Year Option 1: Client does not need, Already has active plans with effective dating and historical data loaded in Workforce Now Benefits Module Check here if client does not need, plans with effective dating and historical data loaded in Workforce Now Benefits Module Check here if client does not need, plans with effective dating and historical data loaded in Workforce Now Benefits Module Check here if client does not need, Already has active plans with effective dating and historical data loaded in Workforce Now Benefits Module Check here if client does not need, Already has active plans with effective dating and historical data loaded in Workforce Now Benefits Module Check here if client does not need options 2 oR 3 below. If not checked, please select options 2 and/or 3 listed below Current Medical Plan Creations Required only for migrating HR Profile (PCPW), HR expert (Pay expert) and Essential HR (WFN v2) clients that need a medical plan created, post migration, in Essential HR and Benefits. Not needed for clients upgrading to chance Benefits. Includes: Importing Effective Date, ACA Status, Minimum Value Provided, Cost of Employee-only Coverage for current calendar year includes: importing Effective Date, ACA Status,	✓	Check here if client does not n	eed options 2, 3, 4 or 5 below;	f not checked, please select	ONLY one of the 4 options listed below	V
Option 3: ACA Historical Hours Import*: When up to 18 months of hours history is required. Includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor	Option 2:	ACA Historical Hours Import: \	When client elects to upload up	to 12 months of hours histor	y themselves	
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Client Elects: \$2,600 Conversion Fee SCN: 4Z F00300 *For Options 3, 4 or 5, Letter Agreement Required AND must provide prior vendor name. Note here: S. Medical Benefit Plan and Historical Data Support: Need depends on actual Benefits Module Start Data and Medical Plan Year Client does not need; Already has active plans with effective dating and historical data loaded in Workforce Now Benefits Module Check here if client does not need options 2 oR 3 below; If not checked, please select options 2 and/or 3 listed below Current Medical Plan Creation: Required only for migrating HR Profite PCPW . HR eXpert Pay eXpert and Essential HR WFN v2 clients that need a medical plan created, post migration, in Essential HR and Benefits. *Not needed for clients upgrading to Enhanced HR with Enhanced Benefits. Includes: Creation of Current Plan, Enrollment and Dependent History going back to beginning of current calendar year		Client Elects: \$1,500 Conversion	on Fee (SCN: 4Z F00301)			
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Check here if client does not need options 2 OR 3 below; If not checked, please select options 2 and/or 3 listed below Current Medical Plan Creation: Required only for migrating HR Profile (PCPW), HR eXpert (Pay eXpert) and Essential HR (WFN v2) clients that need a medical plan created, post migration, in Essential HR and Benefits. "Not needed for clients upgrading to Enhanced HR with Enhanced Benefits. Includes: Creation of Current Plan, Enrollment and Dependent History going back to beginning of current calendar year Client Elects: \$500 Conversion Fee (SCN: 4Z F00064) Option 3: ACA Employee Load: Required only if medical plan runs on a fiscal year or Benefits Module is setup mid-calendar year Includes: Importing Effective Date, ACA Status, Minimum Value Provided, Cost of Employee-only Coverage for current calendar year Includes: Importing Effective Date, ACA Status, Minimum Value Provided, Cost of Employee-only Coverage for current calendar year Includes: Importing Effective Date, Covered Medical Plan OR already has an ACA Approved Benefits Module prior to 1/1/15 Check here if client has a Fully Insured medical plan OR had the ADP Benefits Module active as of 1/1/15 Option 2: Client Elects: \$500 Conversion Fee (SCN: 4Z F00065) D. Lite ACA Year 1 Assistance Option: Lite Essential ACA: Client will be responsible for all data entry of required information for 1094/1095C forms into Lite Essential ACA solution of the services of the project scope and/or unforeseen internal/cetran issues such as delays beyond ADP control may impact completion date and project cost. Prices for the Statement of Work Forward Scownia and Conditions: Changes in project scope and/or unforeseen internal/cetran issues such as delays beyond ADP control may impact completion date and project cost. Prices for the Statement of Work Forward Scownia and Scownia and Scownia Scownia Scownia Scownia Scownia Scownia Scowni		Need depen	3. Medical Benefit Plan a ds on actual Benefits Mo	nd Historical Data Sup dule Start Date and Mo	port: edical Plan Year	
Current Medical Plan Creation: Required only for migrating HR Profile (PCPW), HR eXpert (Pay eXpert) and Essential HR (WFN v2) clients that need a medical plan created, post migration, in Essential HR and Benefits. "Not needed for clients upgrading to Enhanced HR with Enhanced Benefits. Includes: Creation of Current Plan, Enrollment and Dependent History going back to beginning of current calendar yea Client Elects: \$500 Conversion Fee (SCN: 4Z F00064) Option 3: ACA Employee Load: Required only if medical plan runs on a fiscal year or Benefits Module is setup mid-calendar year Includes: Importing Effective Date, ACA Status, Minimum Value Provided, Cost of Employee-only Coverage for current calendar year Includes: Importing Effective Date, ACA Status, Minimum Value Provided, Cost of Employee-only Coverage for current calendar year Includes: Importing Effective Date, ACA Status, Minimum Value Provided, Cost of Employee-only Coverage for current calendar year Includes: Importing Effective Date, Covered Dependent Applicated Plan Support Option 1: Client does not have a Self Funded/Self Insured Medical Plan OR already has an ACA Approved Benefits Module prior to 1/1/15 Option 2: Client Elects: State of the Sequired only if Self Funded/Self Insured plans AND client is implementing an ADP Benefits Module mid-calendar year Includes: Importing Effective Date, Covered Dependents and prior plan creation (if applicable) going back to beginning of current calendar year Client Elects: \$500 Conversion Fee (SCN: 4Z F00065) D. Lite ACA Year 1 Assistance Option: Lite Essential ACA: Client will be responsible for all data entry of required information for 1094/1095C forms into Lite Essential ACA solution Current Platform: Workforce Now 8 The following Terms & Conditions of the September of Section Above. Terms and Conditions: Changes in project scope and/or unforseed and additions to the Solv has the senting section of the services und deliverable, solution of the services und the Solv Alph Perioded Under this SOW of	Option 1:	Client does not need; Already I	has active plans with effective d	ating and historical data load	ded in Workforce Now Benefits Module	:
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MAJOR ACCOUNT SERVICES - MASTER SERVICES AGREEMENT

6/23/2015 (Effective Date)

ADP, LLC:

One ADP Boulevard

(referred to herein as "ADP")

(referred to herein as "Client")

CLIENT:

Roseland, New Jersey 07068 CAREER STOKE LEMONE FLOUR

390 N, ORAW DE AVE

Attention:

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms and subject to the conditions set forth in this Major Accounts Services Master Services Agreement.

ESSENTIAL ACA ANNEX E:

This Agreement modifies, amends, and supplements the terms and conditions of the ADP Major Accounts Agreement (or such equivalent terms and conditions or agreement governing the provision and receipt of ADP services including but not limited to any product specific terms set forth in such prior agreement) between ADP and Client and includes the Annexes related to the services selected by Client. If there is a conflict between this Agreement and any prior agreement between Client and ADP (or if such prior agreement contained terms for services that were not purchased at the time the prior agreement was executed), this Agreement shall govern with respect to the services listed above. The terms set forth herein replace in their entirety any duplicative terms set forth in Client's prior agreement for services.

Each Annex listed above is attached hereto and is incorporated into this Agreement in full by this reference as if set forth in this Agreement in full.

DP, LLC	CLIENT
(Signature of Authorized Representative)	(Signature of Authorized Representative)
DSKOLT (Name - Please Print) ONGE 123 15	(Name - Please Print)
(Title) (Date)	(Title) (Date)



ANNEX E Essential ACA

- 1. Description. ADP will provide the Essential ACA solution specified in the Sales Order (and any applicable service specification) (collectively, the "Essential ACA solution") to Client in accordance with the terms of this Agreement. Clients must use ADP Workforce Now® Payroll, HR and Benefits services in order to receive the Essential ACA solution. For those Clients that order Essential ACA after June 17, 2015 (the "Order Window Date"), the Lite Essential ACA solution described below will be provided to help enable Clients to meet the 2015 reporting requirements for Forms 1094-C and 1095-C (the "Forms") and thereafter Client will be transitioned to Essential ACA prior to the next required filing period.
 - A. Essential ACA. Essential ACA is a technology and software solution to assist in managing compliance needs related to the Affordable Care Act (ACA), including eligibility calculations and affordability determinations, preparation and electronic filing of the Forms, and access to evidence of benefit offering information and benefit offering audit reports. The ability to file the Forms using the Essential ACA solution requires the Client to be implemented on the ADP Workforce Now Payroll, HR and Benefits modules.
 - **B.** Lite Essential ACA. Lite Essential ACA is a technology and software solution to assist in managing compliance needs related to the ACA that provides tools to assist Client in the preparation and electronic filing of the Forms. This solution will be provided to those Clients that order Essential ACA after the Order Window Date and provides the Client access to technology to help enable Client to generate and electronically file the Forms for the 2015 reporting period. Notwithstanding Section 2 below, Client will be required to input all Client data required for the preparation and electronic filing of the Forms into the Lite Essential ACA solution. Client will be transitioned to Essential ACA prior to the next required filing period.
- 2. Delivery of Client Content. Client shall promptly deliver to ADP the Client Content as required by ADP in an electronic file format specified by and accessible to ADP and will include any materials relating to Client and necessary for incorporation in the Essential ACA solution, including, but not limited to, any Human Resources, Payroll, Time and Labor, Benefits, Form I-9, and/or financial data.
- 3. Client ACA Liaison. Prior to the commencement of ADP's provision of the Essential ACA solution, Client shall designate in writing to ADP the name of one person who shall serve as ADP's principal designated contact for the Essential ACA solution (the "Client ACA Liaison"). Client hereby represents and warrants to ADP that the Client ACA Liaison has, and shall at all times have, the requisite authority to transmit information, directions and instructions on behalf of Client. The Client ACA Liaison also shall be deemed to have authority to issue, execute, grant, or provide any approvals (other than amendments to this Agreement), requests, notices, or other communications required or permitted under this Agreement or requested by ADP in connection with the Essential ACA solution. Client shall designate an alternate Client ACA Liaison in the event the principal Client ACA Liaison is not available.
- 4. Client Instructions. In the event ADP shall have any questions relating to a particular set of facts or client directions, then ADP shall request clarification from the Client ACA Liaison. The Client ACA Liaison shall have the responsibility to obtain answers to any such questions or objections and ADP shall be entitled to rely upon such answers and to follow any directions communicated by the Client ACA Liaison. Client authorizes ADP to release employee-related data to third party vendors of Client as are designated by Client from time to time. ADP shall be under no duty to question the measures taken or directions provided by Client pursuant to any section of this Annex E.
- 5. Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE INTERNAL REVENUE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY CLIENT. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE CLIENT'S BENEFIT PLAN(S).
- 6. Implementation Services. ADP will assist Client in implementing the Essential ACA solution for the benefit of and in conjunction with Client in accordance with the provisions of Sections 7 and 8 below. ADP will use commercially reasonable efforts to complete the implementation services in a timely manner. ADP shall provide instructions on the use of the Lite Essential ACA solution in conjunction with ADP Workforce Now.
- 7. Conversion of Data; Required Timeline.
 - A. <u>Lite Essential ACA</u> Client shall be responsible for the accuracy, entry and review of all Client data related to the preparation of the Forms and for the submission of the electronic filing of the Forms through the Lite Essential ACA solution. ADP will not perform any conversion, refinement, purification or reformatting of Client information. Client will be required to input all Client data required for the preparation and electronic filing of the Forms into the Lite Essential ACA solution and for the submission of the Forms for electronic filing within the specified IRS filing deadline. Client understands and agrees that in the event that Client fails to enter all required Client information in the Lite Essential ACA solution or fails to electronically submit the Forms through the Lite Essential ACA solution, Client will not be eligible for credit of any fees paid for the Lite Essential ACA solution and Client shall be liable for any and all liabilities, claims, penalties, damages, forfeitures, suits, and the costs and expenses incident thereto, arising from or claimed to have arisen from the Client's use of the Lite Essential ACA solution. Client is responsible for the accuracy of all Client information and will review for accuracy the preview of the Forms prior to submitting for electronic filing. In the event that a Form 1094-C or 1095-C needs to be refiled due to an inaccuracy in the Client information, Client will be billed for such refiling.

- B. Essential ACA Client shall provide to ADP, such applicable Client files, databases and other information (the "Client Files") as is necessary to permit the Essential ACA solution to be performed. Client must provide the Client Files to ADP by November 1st of the year preceding the year in which the preparation and electronic filing of the Forms will be provided. For purposes of clarification and example, in order for ADP to perform the preparation and electronic filing of the Forms in January of 2016, Client must provide the Client Files in accordance with the terms and conditions of this Annex E, and such Client Files must be accepted and converted by ADP by November 1, 2015. Client assumes the responsibility for the Client Files to be transmitted to ADP, including, but not limited to, their condition, content, format, usability or correctness. Client shall perform all Client Files refinement, purification and reformatting in order for the Essential ACA solution to be performed by ADP. With Client's pre-approval, ADP shall be compensated on a time and expense basis at ADP's standard rates in effect at such time in the event ADP is required to perform any such refinement, purification or reformatting. Client will cooperate with ADP and provide ADP with all necessary information and assistance required in order for ADP to successfully convert the Client Files. ADP will notify Client when, in accordance with its normal acceptance procedures, the applicable Client Files have been successfully converted and when the Essential ACA solution is operational. Client understands and agrees that if Client fails to provide the Client Files in order for such Client Files to be accepted and successfully converted by November 1st, in any given year, ADP will not provide the preparation and electronic filing of the Forms for that year and Client will not be eligible for credit of any fees paid for the Essential ACA solution for that year. Client is responsible for the accuracy of all Client Files and will review for accuracy the preview of the Forms prior to filing. In the event that a Form 1094-C or 1095-C needs to be refiled due to an inaccuracy in the Client files, Client will be billed for such refiling. The obligations described in this Section 7 shall apply to ongoing provision of Client Files to ADP by Client.
- 8. Project Lead. Client will designate a project lead for the implementation of the Essential ACA solution and will promptly notify ADP of the name, telephone number and email address of such person. The Client project lead will be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required under this Annex E or requested by the other party in connection with the implementation of the Essential ACA solution. The project lead will bring appropriate personnel/skillsets to the project as needed.
- 9. Billing for Services. If Client is purchasing Essential ACA Services and the pricing for such Services is not bundled with Client's pricing for Payroll Processing services, billing for such Services will begin on the earlier of (i) the date that the services are available for use by Client in a production environment OR (ii) ninety (90) days from the Effective Date. If the Services Client is purchasing pursuant to this Annex E are bundled with Payroll Processing Services, then billing for such Services shall commence in accordance with the terms of Section 2 of Annex B.
- 10. Licensed Entity. Notwithstanding the use in this Annex E of the word "ADP", in the event that ADP determines that all or a portion of the Essential ACA solution may be subject to licensing or other regulatory requirements, such services shall be performed solely by such wholly owned subsidiary of Automatic Data Processing, Inc. as shall be designated by ADP.

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