

EXTENDED TERM AMENDMENT

EFFECTIVE DATE: January 1, 2018

| TERRITORY: United States | | | | | | | | |
|---------------------------------|--------------------------------|---------------|---|-----------------|------------------------------------|-------|--|--|
| CLIENT INFORMATION | | | | | | | | |
| Client Name | | | | | | | | |
| Milwaukee County the "Client" | | | | | | | | |
| Service Contact | | Phone No. | | Fax No. | e-mail | | | |
| Sue Drummond (414) 2 | | (414) 278-435 | 9 | | sue.drummond@milwaukeecountywi.gov | | | |
| Billing Street Address | City | | State/Province | Zip/Postal Code | | | | |
| 901 N 9th St 3rd Floor Room 301 | | | Milwaukee | | Wisconsin | 53233 | | |
| | | | | | | | | |
| AGREEMENT AMENDED: | Agreement No / Payroll ID. N/A | | Agreement Date: July 29, 2005, as amended | | | | | |

Ceridian HCM, Inc., ("Ceridian") and Client hereby agree to amend and modify the terms and provisions of the Original Agreement (the particulars of which the Parties are familiar, and a copy of which may be attached hereto, and hereinafter referred to as the "Original Agreement") in accordance with the following. The Parties mutually acknowledge that unless otherwise expressly provided herein, this Amendment does not and will not serve to revise the relationship between the Parties, and it is mutually agreed that any and all unremedied and outstanding accounts, defaults, breaches or other matters, existing between the Parties as at the effective date of this Amendment shall remain intact and subsisting notwithstanding this Amendment.

Ceridian and Client agree that the Original Agreement is amended as follows:

1. **Extended Term.** The Dayforce WFM, HR Payroll, Tax Filing, Self Service and Wage Attachments Disbursement services (the "Services") will be provided for an extended term commencing on the effective date of this Amendment and expiring 24 months thereafter through December 31, 2018 (the "Extended Term"). Upon expiration of the Extended Term, the Original Agreement will remain in effect until terminated by either Party upon 90 days' written notice, effective on or any time after the expiration of the Extended Term.

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- Service Fees. Upon the effective date of this Amendment, Fees applicable to the Services will be increased by 3%. After this Amendment has been in effect for at least 12 months, Ceridian reserves the right to increase Fees by giving Client at least 30 days' written notice of the change, but Fees will not increase by more than 3% in any 12-month period during the Extended Term. Thereafter, Ceridian reserves the right to increase Fees annually with 30 days' prior written notice to Client.
- 3. Cancellation. If Client terminates the Services prior to the expiration of the Extended Term, it will pay to Ceridian a cancellation charge (as a genuine estimate of liquidated damages and not as penalty) equal to 50% of the average monthly fees for the Services to Client under the Original Agreement during the 3-month period preceding Client's notice to Ceridian of its intent to cancel, times the number of whole or partial months between the effective date of cancellation and the expiration date of the Extended Term. However, no cancellation charge shall be due in the event Client terminates the Services for cause in accordance with the terms of the Original Agreement.

Except as modified by this Amendment, all terms and conditions of the above-referenced Original Agreement will remain in full force and effect.

| Ceridian HCM, Inc. | | Milwaukee County | | |
|--------------------|--|--|--|--|
| Per: | | Per: | | |
| | | Printed Name: | | |
| Title: | | Title: | | |
| Date: | | Date: | | |
| | I have the authority to bind the corporation | I have the authority to bind the corporation/partnership | | |

The County anticipates executing this Fourth Extended Term Amendment pursuant to action that may be taken by its Board of Supervisors on July 27, 2017, File No. 17-505.

Approved per County Ordinance Chapter 42:

Approved as to form:

By: _____ Date: _____ Community Business Development Partners

By: _____ Date: _____ Corporation Counsel

Approved as to funds available per Wisconsin Statutes Section 59.255(2)(e): Approved pursuant to 59.17(2)(b)4.:

By: _____ Date: _____ Comptroller

By: _____ Date: _____ County Executive

Approved as compliant under Wis. Stats. § 59.42(2)(b)5, Stats.

By: _____ Date: _____