STATE OF CALIFORNIA

AGENCY
Judicial Council of California

BY (AUTHORIZED SIGNATURE)
Grant Walker

Printed Name of Person Signing

TITLE
Business Services Manager

AMOUNT ENCUMBERED BY THIS DOCUMENT
$0.00

AMOUNT ENCUMBERED FOR THIS CONTRACT
$0.00

TOTAL AMOUNT ENCUMBERED TO DATE
$0.00

I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

DATE 8/26/03

CONTROLLER

DEPT. OF GEN. SER.

STATE AGENCY

CONTRACTOR

ADP, Inc.

Peer (other than as individual, state whether a corporation, partnership, etc.)

3300 oleo St., Santa Clara, CA

T.B.A. NO.

B.R. NO.

Department of General Services
Use Only
3. **Agreement Administration/Communication**

   A. State’s Project Manager

      The Project Manager for this Master Agreement is named below. All requests and communications about this Master Agreement shall be made through the Project Manager. Any Notice from the Contractor to the State shall be in writing to:

      Diann Diamond, Project Manager  
      Judicial Council of California  
      Administrative Office of the Courts  
      455 Golden Gate Avenue  
      San Francisco, CA 94102-3660

   B. Court’s Representative

      i. Under this Agreement, the Court’s Representative shall act for the Court on all Work Performed through Work Orders and will be the principal contact person between the Contractor for the day-to-day Work activity associated with the Work Order. The Court’s Representative cannot make any changes to the Master Agreement.

      ii. The Court’s Representative will notify the State’s Project Manager as to the start, expiration and/or termination dates of any Work Orders executed with the Contractor.

      iii. The Court’s Representative shall be responsible for the sign-off acceptance of all the Work required and submitted by Work Orders issued pursuant to this Agreement as further defined herein.

   C. Contractor’s Account Representative:

      i. The Account Representative for this Master Agreement is named below. The Account Representative will be the principal contact person between the Contractor and the State and through whom all Work Orders must be presented.

      ii. The Court’s Representative will submit a courtesy copy of all executed Work Orders to the State’s Project Manager.

      iii. The Administrative Office of the Courts will notify all Court’s Representatives for individual Courts with valid Work Orders if the Master Agreement has been amended or terminated.
iv. Notice to the Contractor shall be directed in writing to its Account Representative:

Stephanie Schiemann  
3300 Olcott St.  
Santa Clara, CA 95054  
Fax: 408/970-7682  
E-mail: stephanie_schiemann@adp.com
# Exhibit E – Contractor’s Pricing List
## Revision 1

### 1. OUTSOURCED PAYROLL SERVICES – PC PAYROLL FOR WINDOWS

<table>
<thead>
<tr>
<th>1. PAYROLL PROCESSING FEES PER PAY PERIOD</th>
<th>Bi-Weekly</th>
<th>Semi-Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Base Charge</td>
<td>$87.00</td>
<td>$98.75</td>
</tr>
<tr>
<td>+ Per Pay Processing and Tax Service</td>
<td>+$1.55/pay</td>
<td>+$1.68/pay</td>
</tr>
</tbody>
</table>

Includes:
- Employees Per Pay Processing and Tax Service
- Laser Printed Earnings Statements & Reports
- IRX (Information Resource Exchange)
- Web Based (w/ 800# service) HR & Compliance Tool
- State Unemployment Insurance (SUI) Management
- Multiple User-Defined Hours/Earnings/Deductions Types
- Local Check Printing Capabilities for Manual Checks
- Ability to Modify Some Information on Pay Stubs
- Ability to Pay Employees at More Than One Pay Rate
- Functional and Technical User Documentation
- View and Change Payroll Prior to Final Processing
- Process Pre and Post-Tax Deductions
- Process Retroactive Payments
- Mass changes to Hours/Earnings/Deduction Types
- Ability to Manually Adjust Earnings
- Deferred Compensation
- Retirement Deductions (PERS)
- Taxable and Non-Taxable Reimbursements
- Moving Allowance and Car Allowance

### B. Additional Features

1. **Total Pay**
   
   *Includes…*
   
   • Check Signing
   • Check Stuffing
   • Full Service Direct Deposit (up to 3 accounts)
   • Official Bank Check w/ Check Reconciliation
   • Check Fraud Protection
   
   *10.00 fee applies for stop payments/direct deposit reversals*

   $18.00 + .32/pay

2. **Benefit Accruals**
   
   *(Vacation/Sick/PTO etc. Includes ability to track multiple anniversary dates for leave accrual)*

   $6.50 per 100 employees

3. **Labor Distribution**
   
   *(Split employee earnings between multiple cost centers)*

   $9.75 per 100 employees

4. **Standard General Ledger Report/Download**
   
   *(If G/L requires custom programming, G/L specs would be submitted to programmers for custom quote)*

   $50.00

5. **Super Data Access (Check Detail & Cumulative Data Download)**
   
   $17.00 per 100 employees
State of California Standard Agreement
First Amendment to Master Agreement #TCMA-200201 with ADP, Inc.

6. Automatic Group Term Life Calculation $2.65 per 100 employees
7. Overnight Processing $4.75 per 100 employees
8. Wage Garnishment Processing & Payment Service (WGPS) $8.50 base
   + per lien charge of $2.50
9. Documax (CD-Rom Output) $20.00
   (CD-Rom output of all reporting & history for archival and storage. ADOBE
   Acrobat format for easy viewing & e-mailing reports.)
10. ADP Delivery $8.50
11. New Hire Reporting $2.65 per new hire

II. PAYROLL PROCESSING FEES PER MONTH
A. Super Data Access (ReportSmith) $170.00
   (Ad-Hoc Report Writer)
B. Worker's Compensation Reporting $40.00
   ADP calculates worker's comp wages, by code, by state, and
   any experience modifier to give you exact W.C. liability)
C. Network Support/LAN (If applicable) $25.00
D. iPaystatements $.35/employee/month

III. YEAR END SERVICES
A. W-2 Earnings Statements $3.60/W-2
   (Includes Magnetic Tape Filing & W-3 Transmittal)
   ($50.00 minimum)
B. W-2s on CDROM $50.00 + $.25/W-2

IV ONE-TIME FEES:
A. Implementation Fees 15% of Annual Outsourced Payroll Fees
   (See Section 7, Implementation)
B. One-Time License Fees $500.00/workstation
   PC Payroll for Windows
   ReportSmith $100.00/workstation
C. Network Installations Fees (If applicable) $1500.00/day
   LAN Installation $3000.00/day
   Citrix Installation
D. Training Fees Included

Any additional custom needs can be analyzed and quoted during sales process.
State of California Standard Agreement
First Amendment to Master Agreement #TCMA-200201 with ADP, Inc.

2. **OUTSOURCED PAYROLL SERVICES – PAYEXPERT (INTERNET PAYROLL)**

I. PAYROLL PROCESSING FEES PER PAY PERIOD

A. Per Pay Processing and Tax Service

   Bi-Weekly or Semi-Monthly

   $3.00/check for 1st 100 checks
   Plus $1.75/check over 100
   ($60.00 minimum)

   Includes:
   - Employees Per Pay Processing and Tax Service
   - Laser Printed Earnings Statements & Reports
   - IRX (Information Resource Exchange)
   - Web Based (w/ 800# service) HR & Compliance Tool
   - State Unemployment Insurance (SUI) Management
   - Multiple User-Defined Hours/Earnings/Deductions Types
   - Local Check Printing Capabilities for Manual Checks
   - Ability to Modify Some Information on Pay Stubs
   - Ability to Pay Employees at More than One Pay Rate
   - Functional and Technical User Documentation
   - View and Change Payroll Prior to Final Processing
   - Process Pre and Post-Tax Deductions
   - Process Retroactive Payments
   - Mass changes to Hours/Earnings/Deduction Types
   - Ability to Manually Adjust Earnings
   - Deferred Compensation
   - Retirement Deductions (PERS)
   - Taxable and Non-Taxable Reimbursements
   - Moving Allowance and Car Allowance

B. Additional Features

1. **Total Pay**

   *Includes…*

   - Check Signing
   - Check Stuffing
   - Full Service Direct Deposit (up to 3 accounts)
   - Official Bank Check w/ Check Reconciliation
   - Check Fraud Protection

   *10.00 fee applies for stop payments/direct deposit reversals

   Included

2. **Benefit Accruals**

   $6.50 per 100 employees
   (Vacation/Sick/PTO etc. Includes ability to track multiple anniversary dates for leave accrual)

3. **Labor Distribution**

   $9.75 per 100 employees
   (Split employee earnings between multiple cost centers)

4. **Standard General Ledger Report/Download**

   $50.00
   (If G/L requires custom programming, G/L specs would be submitted to programmers for custom quote)

5. **Automatic Group Term Life Calculation**

   Included

6. **Overnight Processing**

   Included

Page E-5
State of California Standard Agreement
First Amendment to Master Agreement #TCMA-200201 with ADP, Inc.

7. Wage Garnishment Processing & Payment Service (WGPS) $8.50 base + per lien charge of $2.50

8. Documax (CD-Rom Output) $20.00
   (CD-Rom output of all reporting & history for archival and storage. ADOBE Acrobat format for easy viewing & e-mailing reports.)

9. ADP Delivery Included

10. New Hire Reporting Included

II. PAYROLL PROCESSING FEES PER MONTH

A. Report Writer $50.00
   (Ad-Hoc Report Writer)

B. Worker’s Compensation Reporting $40.00
   ADP calculates worker’s comp wages, by code, by state, and any experience modifier to give you exact W.C. liability)

D. iPaystatements $.35/employee/month

III. YEAR END SERVICES

A. W-2 Earnings Statements $3.60/W-2
   (Includes Magnetic Tape Filing & W-3 Transmittal) ($50.00 minimum)

B. W-2s on CDROM $50.00 +.25/W-2

IV. ONE-TIME FEES:

A. Implementation Fees 15% of Annual Outsourced Payroll Fees
   (See Section 7, Implementation)

B. One-Time License Fees N/A

C. Network Installations Fees (If applicable) N/A

D. Training Fees Included

Any additional custom needs can be analyzed and quoted during sales process.
3. **OUTSOURCED HUMAN RESOURCE SOLUTIONS FOR PC PAYROLL FOR WINDOWS**

I. **HR PROFILE**

A. **ONGOING MONTHLY FEES**

   Base Charge $210.00

   + Per Employee Processing $0.32/employee

B. **ONE-TIME FEES:**

   1. **Implementation Fees** $500-$1000 or $2500 depending on service level
      (See Section 7, Implementation)

   2. **Additional Service Days** $1.000/day

   3. **One-Time License Fees**
      N/C if on same PC as PC Payroll for Windows, otherwise $500.00/workstation

   4. **Training Fees** Included

Any additional custom needs can be analyzed and quoted during sales process.

II. **BENEFITS EXPERT (Add On Module to HR Profile)**

A. **ONGOING MONTHLY FEES**

   **PRICING INCLUDES HR PROFILE**

   Per Pay Processing Varies Based on Number of Employees

   Minimum Monthly Fee Regardless of Number of Employees = $600.00

   100-249 employees $6.00/employee

   250-500 employees $5.50/employee

   500-1000 employees $5.00/employee

B. **ONE-TIME FEES:**

   1. **Implementation Fees** $7000 - $11,000 depending on service level
      (See Section 7, Implementation)

   2. **One-Time License Fees** N/A

   3. **Training Fees** Included

Any additional custom needs can be analyzed and quoted during sales process.
III. HR PERSPECTIVE

A. ONGOING MONTHLY FEES

  Base Charge $630.00
  + Per Employee Processing + $ .63/employee

B. ONE-TIME FEES:

  1. Implementation Fees $12,500 (+T&E)
     (See Section 7, Implementation)
     2. Additional Service Days $1400/day
  3. One-Time License Fees $595.00/workstation
     HR Perspective

     $1000 add’l installation if installed separately from PC Payroll for Windows
  4. Training Fees Included for up to 12 person days of training
  5. Additional Training Days $450/day

Any additional custom needs can be analyzed and quoted during sales process.

IV. HR PERSPECTIVE EMPLOYEE SELF SERVICE (ESS)

A. ONGOING MONTHLY FEES

  Per Employee Processing $3.00/employee

B. ONE-TIME FEES:

  1. Implementation Fees $10,000
     (See Section 7, Implementation)
  2. One-Time License Fees $350.00
     Database charge

     $1000 add’l installation if installed separately from PC Payroll for Windows

Any additional custom needs can be analyzed and quoted during sales process.
4. **OUTSOURCED HUMAN RESOURCE SOLUTIONS FOR PAYEXPRESS (INTERNET PAYROLL)**

I. **HR EXPERT**

A. **ONGOING MONTHLY FEES**

Per Employee Processing $ 1.00/employee

B. **ONE-TIME FEES:**

1. Implementation Fees (See Section 7, Implementation) Included
2. One-Time License Fees N/A
3. Training Fees Included (up to 3 people)
4. Additional Training Fees $200.00/person

Any additional custom needs can be analyzed and quoted during sales process.

II. **SELF SERVICE EXPERT**

A. **ONGOING MONTHLY FEES**

Per Employee Processing $ .25/employee

B. **ONE-TIME FEES:**

1. Implementation Fees (See Section 7, Implementation) Included
2. One-Time License Fees N/A
3. Training Fees Included (up to 3 people)
4. Additional Training Fees $200.00/person

Any additional custom needs can be analyzed and quoted during sales process.

III. **BENEFITS EXPERT (Add On Module to HR Expert)**

A. **ONGOING MONTHLY FEES**

**PRICING INCLUDES HR EXPERT**

Per Pay Processing Varies Based on Number of Employees
Minimum Monthly Fee Regardless of Number of Employees = $600.00

- 100-249 employees $ 6.00/employee
- 250-500 employees $ 5.50/employee

Page E-9
State of California Standard Agreement  
First Amendment to Master Agreement #TCMA-200201 with ADP, Inc.

500-1000 employees $5.00/employee

B. ONE-TIME FEES:

1. Implementation Fees $7000 - $11,000 depending on service level  
   (See Section 7, Implementation)

2. One-Time License Fees N/A

3. Training Fees Included

Any additional custom needs can be analyzed and quoted during sales process.
5. **OUTSOURCED TIME AND ATTENDANCE SOLUTIONS FOR PC PAYROLL FOR WINDOWS OR PAY EXPERT (INTERNET PAYROLL)**

I. **ETIME SOFTWARE**

A. **ONGOING MONTHLY FEES**
   
   Per Employee Processing $2.15/employee
   Minimum Monthly Fee Regardless of Number of Employees = $215.00

B. **ONE-TIME FEES:**
   
   1. Implementation Fees
      (See Section 7, Implementation) $3000.00/single user or $4000.00/multi-user
   2. One-Time License Fees Included
   3. Training Fees Included

   Any additional custom needs can be analyzed and quoted during sales process.

II. **CLOCK OPTIONS**

A. **ONGOING MONTHLY FEES**
   
   BASIC CLOCK(S) $82.00-$113.00/clock
   FULL CLOCK(S) $113.00-$155.00/clock
   HANDPUNCH CLOCK(S) $143.00-$183.00/clock

B. **ONE-TIME FEES:**
   
   1. Implementation Fees
      (See Section 7, Implementation) $350.00/clock

   Any additional custom needs can be analyzed and quoted during sales process.

III. **eTIMESHEET (Software PC based timesheets)**

A. **ONGOING MONTHLY FEES**
   
   PRICING INCLUDES ETIME SOFTWARE
   Per Employee Processing $2.75/employee
   Minimum Monthly Fee Regardless of Number of Employees = $275.00

B. **ONE-TIME FEES:**
   
   1. Implementation Fees $1500.00

   Any additional custom needs can be analyzed and quoted during sales process.
State of California Standard Agreement  
First Amendment to Master Agreement #TCMA-200201 with ADP, Inc.

(See Section 7, Implementation) plus eTime Implementation fees

2. One-Time License Fees $500.00
3. Training Fees Included

Any additional custom needs can be analyzed and quoted during sales process.

IV. Office TIMESHEET (Internet timesheets)

A. ONGOING MONTHLY FEES  
PRICING INCLUDES ETIME SOFTWARE

Per Employee Processing $ 2.75/employee
Minimum Monthly Fee Regardless of Number of Employees = $275.00

B. ONE-TIME FEES:

1. Implementation Fees $3000.00  
(See Section 7, Implementation) plus eTime Implementation fees

2. One-Time License Fees $625.00
3. Training Fees Included

Any additional custom needs can be analyzed and quoted during sales process.

V. EZ LABOR MANAGER (up to 250 employees only) – Web-based Time and Attendance solution

ONGOING MONTHLY FEES

Up to 250 employees $ 3.60/employee ($180.00 minimum)
Minimum Monthly Fee Regardless of Number of Employees = $180.00
This includes web-based timesheets
For Added Accruals Module $.25/employee ($15.00 minimum)

ONE-TIME FEES:

Implementation Fees
Up to 99 employees $500.00
For Added Accruals Module $100.00
100-250 employees $2000.00
For Added Accruals Module $500.00

C. EZ Labor Manager Clock Options

ONGOING MONTHLY FEES

1st Clock $60.00/month
Each Add'l Clock $50.00/month

Any additional custom needs can be analyzed and quoted during sales process.
VI. ENTERPRISE ETIME SOFTWARE

ONGOING MONTHLY FEES
Includes licensing for 1 manager for every 10 employees, includes virtual training for up to 2 administrators

- Per Employee Processing: $3.95/employee
- Minimum Monthly Fee Regardless of Number of Employees = $800.00

- Per Employee Process with Added Accruals Module: $4.45/employee
- Minimum Monthly Fee Regardless of Number of Employees = $900.00

Includes virtual training for up to 2 administrators

ONE-TIME FEES:

1. Implementation Fees: $12,000.00
2. Accruals Module Added Implementation Fees: $3,000.00
3. On-Site Training (for up to 6 participants): $5,000.00
4. Additional Virtual Training (for up to 6 participants): $1,000.00
5. Additional Manager Licenses (if needed): $1,000.00 for every 10 mgrs

Any additional custom needs can be analyzed and quoted during sales process.

PC Payroll for Windows, HR Profile/HR Perspective, and eTime can be HOSTED by Wizmo, ADP’s hosting partner for additional fees. This can be analyzed and quoted during sales process.
6. **Outsourced Benefits/Compliance Administration Solutions**

I. **COBRA ADMINISTRATION SERVICES**

A. **ONGOING MONTHLY FEES**

   1. Base Fee  $50.00/month plus
   2. Continuants Fee  $10.90/continuant/month
   3. Qualifying Event Processing  $10.90/event

B. **ONE-TIME FEES:**

   1. Implementation Fees  $500.00
      (Includes 8 plans)
   2. Transfer of Current Continuants  $4.85/continuant
   3. Annual Renewal  $75.00/plan

C. **OPTIONAL SERVICES MONTHLY FEES:**

   1. Initial Rights Notification to New (or Current) Participants  $3.75/participant
   2. HIPAA Certificates of Creditable Coverage  $4.00/certificate

Any additional custom needs can be analyzed and quoted during sales process.

II. **FLEXIBLE SPENDING ACCOUNT (FSA) ADMINISTRATION**

A. **ONGOING MONTHLY FEES**

   1. Health and Dependent Care  $5.50/participant/month
      ($120.00/month minimum)
   2. Trip  $5.50/participant/month

A. **ONE-TIME FEES:**

   1. Implementation Fees  TBD during Analysis
   2. Annual Renewal  $500.00/year after 1st year

Any additional custom needs can be analyzed and quoted during sales process.

III. **401k Administration and 529 College Savings Plans**

   *(Pricing TBD by ADP Licensed Retirement Specialist)*

IV. **Voluntary Benefits (AD&D, Life, etc.) Administration**

   *(Pricing TBD by ADP Partner, Worksite Solutions, Representative)*
7. **PRICE DISCOUNTS**

7.1 A discount program will be offered to all Courts processing with ADP under this Agreement. The discount schedule is as follows:

<table>
<thead>
<tr>
<th>Aggregate number of pays (Note 1)</th>
<th>Discount (Note 2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000 – 4999</td>
<td>10.0%</td>
</tr>
<tr>
<td>5000 – 9999</td>
<td>15.0%</td>
</tr>
<tr>
<td>10000+</td>
<td>20.0%</td>
</tr>
</tbody>
</table>

7.2 The discount will be reviewed by ADP twice per calendar year. The schedule for reviewing the discount is as follows:

<table>
<thead>
<tr>
<th>Review date</th>
<th>Look-back period</th>
<th>Effective date of discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 03</td>
<td>March – August</td>
<td>October 03</td>
</tr>
<tr>
<td>March 04</td>
<td>September – February</td>
<td>April 04</td>
</tr>
</tbody>
</table>

7.3 When a Court starts processing with ADP, it will receive the discount that is in effect for all other courts already processing with ADP.

**Note 1:**
The “aggregate number of pays” will be calculated twice per year on the “review date”.

To determine the aggregate number of pays for this Agreement, the following steps will be performed by ADP:
1. Create a list of all Courts that processed at least once during the “Look-Back period”.
2. For each Court that is on the list, calculate the average number of pays per processing during the look-back period. Live payroll processing’s will be included in the calculation; test payroll processing’s will be excluded from the calculation.
3. Add the results of #2 for all courts to determine the aggregate number of pays-per-processing for the entire Agreement during the look-back period.

**Note 2:**
The discount will be applied as a bottom-line discount. That is, the discount will applied against all processing fees calculated for every payroll processed for the six months beginning on the “effective date of the discount”.

All Courts that processed during the look-back period will receive the same discount rate.
State of California Standard Agreement
First Amendment to Master Agreement #TCMA-200201 with ADP, Inc.

Example 1:
On the review date of March 01, 2003, AOC activity for the period of September 2002 through February, 2003 is examined. It is determined that three counts processed during the period. The activity for each court during the period was:

<table>
<thead>
<tr>
<th>Court</th>
<th>Pay date / number of pays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Court 1</td>
<td>January 31: 300</td>
</tr>
<tr>
<td></td>
<td>February 15: 200</td>
</tr>
<tr>
<td></td>
<td>February 28: 300</td>
</tr>
<tr>
<td></td>
<td>Average pays-per-processing for Court 1 267</td>
</tr>
<tr>
<td></td>
<td>(300 + 200 + 300)/3</td>
</tr>
<tr>
<td>Court 2</td>
<td>January 31: 750</td>
</tr>
<tr>
<td></td>
<td>February 15: 725</td>
</tr>
<tr>
<td></td>
<td>February 28: 775</td>
</tr>
<tr>
<td></td>
<td>Average pays-per-processing for Court 2 750</td>
</tr>
<tr>
<td></td>
<td>(750 + 725 + 775)/3</td>
</tr>
<tr>
<td>Court 3</td>
<td>February 15: 210</td>
</tr>
<tr>
<td></td>
<td>February 28: 220</td>
</tr>
<tr>
<td></td>
<td>Average pays-per-processing for Court 3 215</td>
</tr>
<tr>
<td></td>
<td>(210 + 220)/2</td>
</tr>
<tr>
<td></td>
<td>Aggregate pays for AOC 1232</td>
</tr>
<tr>
<td></td>
<td>(267 + 750 + 215)</td>
</tr>
</tbody>
</table>

In this example, the aggregate number of pays for the AOC was 1232, qualifying for a 2.5% discount according to Table A.

In accordance with Table B, starting on April 01 and continuing through September 30, Courts 1, 2 and 3 will receive a 2.5% discount on all processing fees.

Example 2:
Court 4 starts processing with ADP on July 01, 2003. Court 4 will automatically receive the same 2.5% discount that is in effect for Courts 1, 2 and 3.

During the review performed on September 01, 2003. Court 4 will be included in the calculation of the aggregate number of pays.
7. **IMPLEMENTATION**

The ADP commitment to World Class Service includes a thorough, well-planned approach to implementation.

**What You Can Expect From Us**

ADP recognizes that the value of our solutions goes beyond features and functionality. That’s why you can expect us to deliver proven, effective implementation methodologies. We want to make sure your system meets your goals and objectives from the first time you process with us.

**What We Need From You**

You will need to create an internal project team of key end-users and management decision-makers dedicated to the implementation’s success. We will also need you to communicate to us your clearly defined goals. It is highly recommended that your project team conduct periodic reviews to determine that the implementation process is being managed to your satisfaction.

**Five Phase Implementation**

A specially trained implementation team will work with you to thoroughly analyze your needs, determine your hardware requirements and manage your transition to ADP through a four-phase process:

- **Project Planning** – Following a complete demonstration of the software, we’ll examine your project objectives, review the standard work plan and discuss the necessary interfaces. We’ll also identify the next steps for implementation, including the conversion strategy and training schedule.

- **Analysis** – We’ll analyze your pay, policies, and reporting requirements, complete the system setup, review your security requirements and resolve issues regarding implementation. We’ll continue to assess your interface and conversion requirements – exploring integration issues and defining field and date mapping.

- **Review** - Upon completion of the installation and setup, we will help ensure a successful transition by . . .
  - Reviewing security setup, field mapping and interfaces.
  - Identifying additional training needs.
  - Resolving any outstanding issues.

- **Go Live** – We’ll take time to validate your set up, e.g. data conversions, interfaces, reports and connection. Once you have complete confidence in the functionality of your new system and in the integrity of your data, you’ll go live.

- **Coordinated Transition to Permanent Services** - Upon completion of the installation and setup, we will help ensure a successful transition to your permanent service group. Information regarding the set up of your account will be shared and a formal introduction/turn over scheduled.

*END OF EXHIBIT*