

PAYROLL IMPLEMENTATION SERVICES STATEMENT OF WORK

This Payroll Implementation Statement of Work ("SOW") details the scope of implementation services Lattice shall provide in relation to Lattice Payroll (henceforth the "Payroll Implementation Services"). This SOW is made a part of any applicable Order Form, and is hereby incorporated into the Payroll Addendum and Terms of Service between Lattice and Customer (the "Terms"). Any capitalized terms used herein but not otherwise defined will have their meaning set forth in the Terms.

1. Services

1.1 Services to Client:

Lattice shall provide the Payroll Implementation Services in accordance with the plan described in Table A. The plan identifies key milestones and activities to be performed and the party responsible for such activity, with additional details in section 2 (Lattice Commitments) and section 3 (Customer Commitments). The Payroll Implementation Services will consist of recurring one-hour implementation meetings led by a Lattice Implementation Manager, product training materials, and the included Deliverables. Product training materials consist of training videos and data migration templates. Subject to the Customer making available all required information and personnel in a timely manner, Payroll Implementation Services shall be provided over an eight to ten week period (the "SOW Term").

Table A: Payroll Implementation Plan:

Topic	Standard Service Offering Description
Timeline	• 8-10 Weeks
Kickoff & Discovery Meeting	Two Detailed 1 Hour Payroll Kick Off and Discovery Calls
Product Training	• Dedicated Payroll System Trainings: ◦ Earnings and Deductions Setup Training ◦ Time Tracking Setup and Training ◦ Benefits Setup ◦ Tax Setup and Validation Walkthrough ◦ Payroll schedules and Payroll Run Process
Data Upload Deliverables	• Customer Provides: ◦ Company Data ▪ Tax Setup ▪ Current Tax Registrations and POA's ▪ Banking Information ▪ Historical Payroll Data for Parallel Testing ▪ Prior Period Payroll Journals ▪ Year-to-Date Tax and Deduction Balances ▪ Prior Provider Scheduled Earnings and Deductions ◦ Active Employee Data ▪ Demographics ▪ Tax Setup ◦ Compensation Data ▪ Base Pay ▪ Bonuses ▪ Pay Schedule ◦ Benefit Elections and Deduction Amounts ◦ Document Naming and Formatting to be Owned by Customer • Lattice Provides: ◦ Standardized Data Templates

	◦ Clear Guidance on Formatting Requirements ◦ Training Sessions for Data Preparation, Review and Upload ◦ Supporting Resources and Documentation
Out-Of-Scope	• New State Registrations
Payroll Testing & Validation	Parallel Payroll Runs (Mock Runs) • Customer Provides: ◦ Complete and Accurate Payroll Input Data ◦ Validation of Results ▪ Gross Pay ▪ Deductions ▪ Taxes ▪ Net Pay ◦ Written Approval of Final Results • Lattice Provides: ◦ Configuration and Guided Processing of Two Mock Payroll Runs ◦ Generate Reports for Customer Validation ▪ Gross Pay ▪ Deductions ▪ Taxes ▪ Net Pay ◦ Documentation of Discrepancies and Guidance for Correction ◦ Processing Adjustment Cycles Based on Customer Feedback
Go-Live Execution	Go-Live Readiness Review • Customer Provides: ◦ Validation of Finalized Data Prior to Go-Live ◦ Complete Payroll Inputs for First Live Payroll Run ◦ Validation of Post-Processing Reports ▪ Gross Pay ▪ Deductions ▪ Taxes ▪ Net Pay

	◦ Timely Approval of Payroll Outputs • Lattice Provides: ◦ Templates, Checklists, and Guidance to Ensure Customer Payroll Inputs are Correctly Formatted and Complete ◦ Real-time Support for First Live Payroll Run ◦ Validation of Final Outputs to Ensure Accuracy of Filings and Funding Setup
Post-Go Live	1-Hour Review Session • Customer Provides: ◦ Outstanding Items ◦ Confirmation That All Payroll Data, Schedules and Processes are Operating as Expected • Lattice Provides ◦ Summarization of Milestones, Completed Deliverables and Outstanding Items ◦ Validation of Completed Processes, Schedules and Reporting ◦ Formal Introduction to Ongoing Payroll Support Team ◦ Remaining Documentation, Training Materials or System Guides
Client Surveys	• Payroll Discovery Questionnaire • Post-Implementation Survey • Product Feedback Survey

Deliverables will be produced in accordance with the Payroll Implementation Plan above. Following the graduation call, the Services will be deemed accepted unless, within a period of five (5) calendar days, the Customer provides Lattice with written notification of any material deficiencies.

2. Lattice Commitments

2.1 Lattice Commitments:

Customer will be closely supported by a Lattice Payroll Implementation Manager. The Implementation Manager will be available as a product education and troubleshooting resource, will track progress towards milestones and action items, and will assist with data import into Lattice Payroll in accordance with Table A above. The Payroll Implementation Manager shall collect feedback and track key milestones and tasks throughout the implementation to ensure timely launch of Lattice Payroll. The Payroll Implementation Manager will not be responsible for Customer data extraction or Customer data cleanup, for creating Customer policies, or for completing Customer-specific system configuration.

2.2 Implementation Manager Communication:

- Implementation Managers will try to accommodate all meeting requests, with preferred hours from 9:00am to 5:00pm in their stated time zones.

- Implementation Managers are expected to respond to customer emails within 24 hours, Monday-Friday. If a customer requires Immediate help or escalation, they should contact Lattice Customer Care through in-app chat or email (customer@lattice.com).

2.3 Lattice Customer Care Communication:

- Chat and email support Monday through Friday starting at 9am GMT and ending at 5pm Pacific Time
- Customers may sign up for admin office hours to ask questions live with a product specialist
- Invitation to monthly product and best practices webinars
- Self-service resources including our Help Center and Lattice University video tutorials

3. Customer Commitments

3.1 Customer Commitments:

As part of the implementation partnership, Customer will complete training and configuration tasks in preparation for the weekly implementation meetings. Customer will be responsible for collecting, formatting, and approving all Customer data to be imported into Lattice Payroll. Lattice shall provide data import templates to the Customer. Customer shall be responsible for configuring the policies, permissions, and workflows particular to its instance of Lattice Payroll. Customer may submit feedback related to Lattice Payroll throughout the implementation or during the final review. If applicable, Customer will also assign an IT/technical lead to configure integrations.

Customer commits to responsive communication, ensuring that team members attend scheduled meetings and that Customer obligations are met in a timely manner. Lattice is not responsible for timeline or deliverable delays or inaccuracies caused by Customer.

4. Fees and Payments

4.1 Payment for Services:

The fees for Payroll Implementation Services will be as set forth in the applicable Order Form. Unless otherwise expressly stated in each respective SOW, Customer shall be invoiced for Payroll Implementation Services upfront, on the Order Form Start Date. Fees are due in accordance with the Terms.

5. License Grant and Use Restrictions

5.1 No Works for Hire:

The Payroll Implementation Services provided to Customer shall not constitute works for hire and Lattice reserves and retains the right, title, and interest, including without limitation, all patents, copyrights, and trade secrets, and all other intellectual property rights and right in connection therewith shall be the sole property of and remain the sole property of and remain with Lattice.

5.2 License Grant:

Subject to the provisions of the Terms and this SOW and Customer's full and final payment of all fees, Lattice hereby grants to Customer a limited non-exclusive, non-sublicensable, revocable, non-transferable license to use, copy, distribute, and display training materials related to Lattice Payroll ("Materials") for Customer's internal business operations only, (the "License") provided that all Materials containing Lattice's logo, trademarks, or other proprietary markings and notices contained in such Materials continue to contain such logos, and trademarks as originally provided to Customer.

5.3. Restrictions:

Customer may not use the Materials in any manner or for any purpose other than as expressly permitted by this SOW. Customer shall not, except as explicitly permitted in the SOW: (a) sublicense or distribute the Materials or any portion of the Materials to third parties; or (b) alter, create derivative works of or otherwise modify the Materials provided by Lattice.

5.4 License to Use Feedback:

Customer grants Lattice a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Lattice Payroll any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Customer's Authorized Users relating to the operation of Lattice Payroll.