

ADP Marketplace Terms of Service

As a customer of ADP, Inc. ("ADP"), You may purchase certain third party products and services through the ADP Marketplace (the "Marketplace"). The Marketplace permits independent software vendors (an "ISV") to make the products and services they provide (the "ISV Application(s)" or "ISVA") available to You. "You" in these terms refers to (i) you, a client of ADP ("Customer"), (ii) you, an individual user, and (iii) any other Customer personnel accessing and using the Marketplace on the Customer's behalf.

Each ISV Application is provided to You by an ISV, subject to separate terms and conditions of purchase and a separate privacy policy directly between You and the ISV.

THE FOLLOWING TERMS OF SERVICE CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN ADP AND YOU. BY REGISTERING WITH, ACCESSING, BROWSING, USING, DOWNLOADING OR PURCHASING ON THE MARKETPLACE, YOU ACKNOWLEDGE THAT YOU READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS (THE "TERMS"), IF YOU ARE CREATING AN ACCOUNT ON BEHALF OF A CUSTOMER, REFERENCES TO "YOU" AND "CUSTOMER" HEREIN REFER TO THAT ENTITY, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS YOU MUST IMMEDIATELY CEASE YOUR USE OF THE MARKETPLACE.

1. Eligibility. The Marketplace is available to individuals over the age of 18 who are located in the geographical territory for which use is expressly permitted for the ADP products and services currently being provided to and paid for by Customer. If no ADP products and services are being provided, then the Marketplace is available for individuals who are located in the United States. The Marketplace is not open to any individual or Customer previously suspended or removed from the Marketplace by ADP or its licensor, AppDirect, Inc. ("Licensor"). You hereby represent that You are at least 18 years of age and have not been previously suspended or removed from the Marketplace.

2. Additional Terms and Policies. By registering for, accessing, browsing, downloading, or using the Marketplace, You acknowledge that You have read, understood and agree to be bound by these linked policies, as well as the terms available on this page.

I. **Privacy.** Any personally identifiable information submitted by You through the Marketplace is subject to ADP's Privacy Statement, located at <http://www.adp.com/privacy.aspx>.

II. **Additional Policies.** When using the Marketplace, You will be subject to any additional posted policies, guidelines or rules applicable to specific services and features which may be posted from time to time (the "Policies"). All such Policies are hereby incorporated by reference into these Terms.

3. Permission to Access the Marketplace; Accounts.

I. **Access to the Marketplace.** Subject to Your ongoing compliance with these Terms, ADP hereby grants to You permission to use the Marketplace solely for Your internal business purposes to (i) search, browse and purchase subscriptions to ISVAs as available through the Marketplace (ii) to log into, use and manage subscriptions to the ISVAs You purchase through the Marketplace; and (iii) in

the case of a Customer, to create individual user accounts allowing personnel of the Customer to access and use the Marketplace.

II. Account. Your User ID and password for Your ADP products and services will allow you to access the Marketplace and provide You the ability to purchase ISVAs from ISVs through the Marketplace. You may also establish individual user accounts and passwords for other personnel of Customer. You agree that the use of the Marketplace by all such personnel of Customer shall be subject to these Terms.

4. Terms of Purchase.

I. ISV Applications. The products and services offered on the Marketplace are made available by third party providers that are not affiliated with ADP or Licensor. Accordingly, You acknowledge and agree that neither ADP nor Licensor is responsible for any such third party products and services. When You purchase an ISVA (or a subscription thereto), You will contract directly with the ISV and Your purchase will be subject to the ISV's terms of use and privacy policy (collectively, the "ISV Terms"), and any end user license agreement applicable to the ISVA . You will need to instruct ADP to transfer your data in ADP's systems to the ISVA and ADP's compliance with that instruction will be deemed a service provided to you by ADP. You will have the opportunity to review and accept the ISV Terms before processing Your purchase transaction and You agree to abide by the applicable ISV Terms and any applicable end user license agreement. ISVs are required to provide accurate information on the ADP Marketplace. Although ADP may perform limited checks to help verify or check the identities or background of a particular ISV, we do not make any representations about, confirm or endorse any ISV, the legitimacy of the services it provides, or the information it provides on the Marketplace. ADP therefore recommends that you always exercise due diligence and care when deciding whether to use a particular ISV.

II. Transaction Processing. Your purchases are processed directly (and applicable fees are collected) by ADP, using a third party payment processor. For each purchase You make, You will be charged on an automatic and recurring basis, in advance of each subscription period. ADP, acting as billing and collection agent for the ISV, will collect all payments for ISVA subscriptions You purchase and will remit payment as applicable to the ISV.

III. Payments. You agree to pay for all products and services, including subscriptions to the same, that You purchase through the Marketplace. You agree to make payment via the method indicated in the Marketplace-as applicable, either by credit card at the time of Your purchase transaction, or by check or direct deposit of funds ("DDF") payable to ADP upon Your receipt of ADP's invoice. You agree to establish a payment account in connection with Your purchases through the Marketplace, and to keep Your payment information for Your payment account on file with ADP current, complete and accurate, and to notify ADP if Your payment information changes or your credit card associated with your payment account expires, or is canceled, compromised or deactivated. You are responsible for all charges for purchases made by You or by anyone who uses Your payment account (including Your employees, contractors, agents, or other personnel). If Your payment method fails or Your payment account is past due, Your access to the Marketplace and to the ISVAs may be deactivated without notice, regardless of the dollar amount.

IV. Taxes. You are responsible for paying any governmental taxes imposed on Your purchases through the Marketplace, including, but not limited to, sales, use or value-added taxes. To the extent ADP is obligated to collect such taxes, the applicable tax will be added to the amounts to be charged for your purchases, via either credit card or via invoice (as applicable).

V. Refund Policy. Within thirty (30) days of your purchase of any ISVA (including any subscription purchase), you will be entitled to a full refund of the amount You paid if you are not satisfied with the ISVA for any reason, provided that you notify ADP via email within such thirty day period at the address specified in Section 10 below and request a refund. Thereafter, as between You and ADP, all fees relating to services and downloaded products are final and nonrefundable. Each ISV may have its own policies regarding refunds, as set forth in the applicable ISV Terms.

VI. Availability of Content; Purchases. ADP may make changes to or discontinue any of the products or services available within the Marketplace at any time, and without notice. If You purchase an ISVA that is no longer accessible through the Marketplace, you must contact the ISV directly to gain continued access during the remaining term of the applicable subscription.

5. Ownership; Proprietary Rights. The Marketplace is owned and operated by ADP and Licensor. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the Marketplace provided by ADP (the "Materials") are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Licensor retains all right, title and interest in and to the software as a service solution that is powered by Licensor and that enables the Marketplace (the "Platform"). All Materials contained on the Marketplace are the property of ADP or its subsidiaries or affiliated companies and/or Licensor. All trademarks, service marks, and trade names are proprietary to ADP or its affiliates and/or Licensor. You may not sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. ADP and Licensor reserve all rights not expressly granted in these Terms.

6. Use of the Marketplace. By using the Marketplace, You agree as follows:

I. Your use of the Marketplace will be only (i) to browse ISVAs, purchase and manage subscriptions to ISVAs, and sign on to ISVAs You have purchased through the Marketplace, and (ii) to access other features of the Marketplace as such services are offered by ADP;

II. You will use the Marketplace in accordance with the instructions and reasonable policies established by ADP from time to time and communicated to You. You will use the Marketplace only for Your internal business purposes and You may not lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses granted herein or any Materials, or use the Marketplace on behalf of any third party;

III. You will not use the Marketplace if You are under the age of eighteen (18) years old;

IV. You will not remove, circumvent, disable, damage or otherwise interfere with: (i) security-related features of the Marketplace, (ii) features that prevent or restrict use or copying of any content or

ISVA accessible through the Marketplace, or (iii) features that enforce limitations on the use of the Marketplace or ISVA;

V. You will not (i) decompile or reverse engineer the Marketplace or the Platform or take any other action to discover the source code or underlying ideas or algorithm or any components thereof, (ii) copy the Marketplace or the Platform, (iii) post, publish or create derivative works based on the Marketplace or the Platform, or (iv) remove any copyright notice, trade or service marks, brand names and the like from the Marketplace or the Platform or related documentation;

VI. You will not interfere or attempt to interfere with the proper workings of the Marketplace or any activities conducted on the Marketplace; and

VII. You will not access the Marketplace with any bot, spider, crawler, or other automated system or process, or bypass robots.txt exclusion files or other measures ADP may use to prevent or regulate access to the Marketplace.

7. Third-Party Sites, Products and Services; Links.

I. ADP prohibits unauthorized links to the Marketplace. ADP reserves the right to disable any unauthorized links. ADP has no responsibility or liability for any material on other web sites that may contain links to the Marketplace. The Marketplace may display, include or make available, content, data, information, applications, links or materials from third parties or provide links to certain third party web sites not under the control of ADP or Licensor. You acknowledge and agree that ADP and Licensor are not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such third party materials or web sites. ADP and Licensor do not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any third party services, third party materials or web sites, or for any other materials, products, or services of third parties. You agree to use such services at Your sole risk and ADP and Licensor shall not have any liability to You for content that may be found to be offensive, indecent, or objectionable. ADP AND LICENSOR DO NOT ENDORSE, WARRANT, OR GUARANTEE ANY PRODUCT, INFORMATION OR SERVICE OFFERED BY A THIRD PARTY THROUGH THE MARKETPLACE, AND WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN ANY CUSTOMER OF THE MARKETPLACE AND ANY THIRD-PARTY INCLUDING AN ISV.

II. In order to receive information regarding and/or purchase an ISVA (or a subscription thereto) or request information from an ISV, the ISV will require You or ADP to provide the ISV with certain information about you, such as your name, Customer name, email address, Customer address and ADP account status. It is Your option whether or not to make any purchase from the ISV and therefore it is Your option whether or not to provide (or permit ADP to provide) such information. The ISV's use of such information (and other information it may collect from you in connection with Your use of the ISVA) is governed by the ISV's privacy policy.

8. Digital Millennium Copyright Act . It is ADP's policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. If you are a copyright owner or an agent thereof, and You believe that any content hosted on the Marketplace infringes Your copyrights, You may submit a notification to ADP's registered agent with the U.S. Copyright Office.

Notices of claimed copyright infringement on the Marketplace should be directed to: Automatic Data Processing, Inc., One ADP Boulevard, Roseland, NJ 07068-1728, Attn: General Counsel.

9. Modification of these Terms; Modification of Fees.

I. Terms. ADP reserves the right, at our discretion, to change, modify, add, or remove portions of these Terms at any time by posting the amended Terms to the Marketplace. Please check these Terms and any policies periodically for changes. In the event that such modifications materially alter Your rights or obligations, ADP will use commercially reasonable efforts to notify You directly of the change, such as through the use of a pop-up window in the Marketplace, or by sending an email to the address You provide upon registration. Your continued use of the Marketplace after the changes become effective constitutes Your binding acceptance of such changes. Except as stated elsewhere, such amended Terms or fees will automatically be effective upon the earlier of (a) Your use of the Marketplace with actual notice of the new terms, or (b) thirty (30) days after they are initially posted on the Marketplace.

II. Fees. Any purchases You make on the Marketplace have fees associated with them. When You make any purchase You have an opportunity to review and accept the fees that You will be charged. ADP or an ISV may choose to temporarily change the fees for any ISVA for promotional or other reasons, and such changes are immediately effective when the revised fees are posted on the Marketplace. Unless otherwise stated, all fees are quoted in U.S. Dollars.

10. Termination; Terms of Service Violations.

I. ADP. You agree that ADP, in its sole discretion, for any or no reason, and without penalty, may terminate any account (or any part thereof) You may have with ADP or Your use of the Marketplace and remove and discard all or any part of Your account, user profile, and other information, at any time. You agree that any termination of Your access to the Marketplace or any account You may have or portion thereof may be effected without prior notice, and You agree that ADP will not be liable to You or any third party for any such termination. Any suspected fraudulent, abusive, or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies ADP may have at law or in equity.

II. You. Your only remedy with respect to any dissatisfaction with (i) the Marketplace, (ii) any of these Terms, (iii) any policy or practice of ADP in operating the Marketplace, or (iv) any content or information transmitted through the Marketplace, is to terminate Your use of the Marketplace and Your account. If you are dissatisfied with any ISVA that you access or have purchased through the Marketplace, You may contact the ISV. Your obligation to pay for all ISVAs previously purchased shall survive any termination of Your account and Your access to the Marketplace.

11. Indemnification. You agree to indemnify, defend, and hold ADP, its affiliated companies, contractors, employees, agents, Licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of Your use or misuse of the Marketplace or any ISVA, Your violation of these Terms, or any breach of Your representations, warranties, and covenants. ADP reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify ADP, and You agree to

cooperate with ADP's defense of these claims. ADP will use reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it.

12. Warranty Disclaimer. YOU EXPRESSLY AGREE THAT THE USE OF THE MARKETPLACE IS AT YOUR SOLE RISK. THE MARKETPLACE AND ANY DATA, INFORMATION, ISVA, REFERENCE SITES, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE MARKETPLACE ARE PROVIDED BY ADP AND ITS LICENSORS ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ADP, AND ITS AFFILIATES, PARTNERS, AND LICENSOR DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. ADP, AND ITS AFFILIATES, PARTNERS, AND LICENSOR DO NOT WARRANT THAT THE DATA, FEATURES, FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE MARKETPLACE OR ANY REFERENCE MATERIALS WILL BE UNINTERRUPTED, ACCURATE, USEFUL, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING, IF ENCOUNTERED, WILL BE CORRECTED. ADP, ITS SUPPLIERS, LICENSORS, AFFILIATES, AND PARTNERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS ABOUT ISVS OR ISV APPLICATIONS. ANY WARRANTY MADE REGARDING ANY ISV APPLICATION IS MADE DIRECTLY BY THE ISV. CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE EXCLUSIONS OF WARRANTIES CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION WHERE YOU ARE LOCATED.

13. Limitation of Liability and Damages.

I. Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL ADP OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR PARTNERS, LICENSOR, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST BUSINESS, LOST REVENUES OR LOSS OF ANTICIPATED PROFITS ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OR YOUR INABILITY TO USE THE MATERIALS, THE MARKETPLACE OR ANY ISVA, EVEN IF ADP OR AN ADP AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, ADP'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

II. Limitation of Damages. IN NO EVENT WILL ADP OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, PARTNERS, LICENSOR, OR SUPPLIERS BE LIABLE FOR ANY DAMAGES SUFFERED BY THE CUSTOMER OR ITS END USERS. IN NO EVENT WILL LICENSOR'S OR ADP'S AND ITS AFFILIATES', CONTRACTORS', EMPLOYEES', AGENTS',

PARTNERS', OR SUPPLIERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE MARKETPLACE (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU, IF ANY, TO ADP (FOR THE RIGHT TO ACCESS AND USE ISVAS) DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED US DOLLARS (\$100 USD), WHICHEVER IS GREATER.

14. Miscellaneous.

I. Notice. Except as otherwise provided in this Agreement, any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, overnight courier, or via U.S. Certified Mail, Return Receipt Requested. Notices to You shall be sent to the Your Company's address set forth in Your Payment Account; notices to ADP shall be sent to 1 ADP Boulevard, Roseland, NJ 07068 Attn: General Manager, ADP Marketplace, with a copy to: Automatic Data Processing, Inc., 1 ADP Boulevard, Roseland, NJ 07068 Attn: General Counsel. All such notices shall be deemed given and effective on the day when delivered by overnight delivery service or certified mail.

II. Waiver. The failure of ADP to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by ADP.

III. Severability. If any provision of these Terms or any policies is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

IV. Assignment. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by You under any circumstances, but may be assigned by ADP without restriction, including by operation of law, or in connection with merger, sale of stock or assets, or change of control. Any assignment attempted to be made by You in violation of these Terms shall be void. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

V. Survival. Upon termination of these Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Sections 2, 5, 11,12, and 13.

VI. Headings. The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

VII. Third Party Beneficiaries. The software and website platform for the Marketplace are powered by Licensor. Licensor is a third party beneficiary of the terms in this Agreement and is entitled to enforce them as if it were a party to this Agreement.

VIII. Entire Agreement. This is the entire agreement between You and ADP relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to these Terms or policies made by ADP as set forth in Section 9 above.

IX. Independent Contractors, No Agency. The relationship between You and ADP is one of independent contractors. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended, nor shall anything herein be interpreted or construed to or create, either expressly or by implication, any such relationship