



## TERMS OF SERVICE

This ADP Application is being made available to you by ADP, Inc. ("ADP"). You agree that the terms of the existing services agreement between you and ADP ("Existing Agreement") shall govern the provision and receipt of this ADP Application and its associated services, except as otherwise expressly agreed with respect to payment terms during the checkout process.

You agree that the Existing Agreement is amended to include the following terms:

### ADP Compliance On Demand

Client desires to receive and ADP agrees to provide the following ADP Compliance on Demand Services to Client in addition to those already provided under the Agreement.

#### 1. Service Summary.

1.1. **ADP Compliance on Demand.** A workforce management solution that provides clients with access to information and best practice guidance. ADP Compliance on Demand may include access to (1) a self-service library of human resources compliance information, (2) an online community to collaborate with other clients, (3) Tier 1 human resources professionals available to support and assist clients with their workforce management administration requirements, and (4) Tier 2 compliance experts who are available for up to a total of four (4) contacts per year.

#### 2. Additional Terms. The following additional terms and conditions apply to the ADP Compliance on Demand Services:

2.1. **Compliance Assistance.** Client may have access to certain human resources or compliance professionals who may, in ADP's sole discretion, provide reasonable guidance or best practice recommendations to Client which Client may choose to follow. Client assumes all responsibility and risk arising from its use and reliance upon such recommendations. ADP may require Client to include its legal counsel in communications with such professionals. The ADP Compliance on Demand Services are not a substitute for advice of an attorney. Client agrees that ADP is not a law firm, does not provide legal advice or representation, and that no attorney-client relationship between ADP and Client exists or will be formed as part of the Services. ADP may discontinue access to human resources and compliance professionals in its sole discretion.

2.2. **Additional Suspension for ADP Compliance on Demand.** ADP may, in its sole discretion, immediately suspend access to ADP Compliance on Demand without prior notice to Client in the event Client posts or otherwise distributes any content online that is (i) inappropriate or otherwise objectionable, (ii) potentially violates the privacy or publicity right of a third party, or (iii) advertises any other site or business. In the event Client continues to post or distribute such content after access to ADP Compliance on Demand is restored, ADP shall have the right to terminate ADP Compliance on Demand Services.



You further agree:

1. ADP, and not AppDirect, is solely responsible for providing, maintaining, supporting and updating the Application and its associated services. ADP shall provide product support for the Application.
2. ADP HEREBY DISCLAIMS ON BEHALF OF APPDIRECT ANY EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS OR WARRANTIES, AND ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
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4. You and your end users will not (i) decompile or reverse engineer the ADP Marketplace or take any other action to discover the source code or underlying ideas or algorithm of any components thereof, (ii) copy the ADP Marketplace, (iii) post, publish or create derivative works based on the ADP Marketplace, or (iv) remove any copyright notice, trade or service marks, brand names and the like from the ADP Marketplace or related documentation.
5. AppDirect is a third-party beneficiary of the above described terms and is entitled to enforce such terms as if it each were a party to this agreement.