

## TERMS OF SERVICE

This ADP Application is being made available to you by ADP, Inc. (“ADP”). You (hereinafter referred to as “You” or “Client”) agree that the terms of the existing ADP services agreement between You and ADP (“Existing Agreement”), as amended herein, 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. The terms defined in the Existing Agreement and used herein shall have the same respective meanings as set forth in the Existing Agreement, unless clearly otherwise defined herein. You and ADP agree that the Existing Agreement is amended to include the following additional terms:

**ADP Recruiting Management Services.** Talent recruiting management technology, including talent acquisition for exempt and non-exempt workforce.

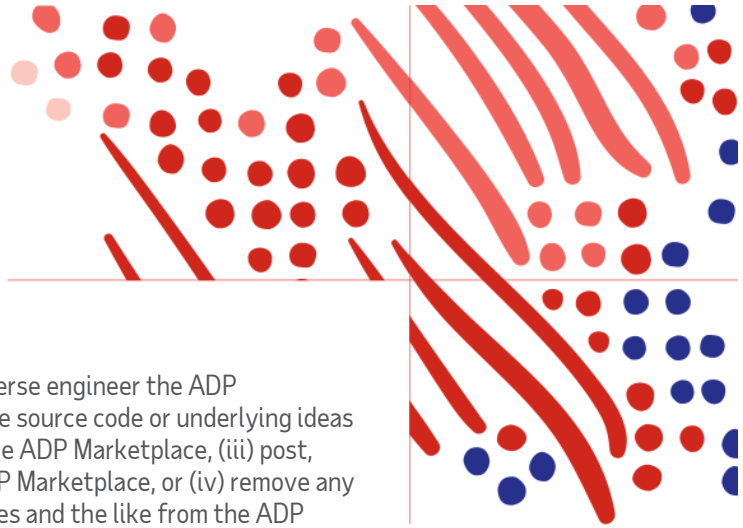
1. **Billing.** Billing for ADP Recruiting Management Services will begin on the date the services are available for use in a production environment. The billing count is based on all unique lives in the ADP Workforce Now database paid in the previous calendar month.
2. **Use of ADP Recruiting Management Services.**
  - a. **Hiring Practices.** You shall be exclusively responsible for all hiring practices, including, but not limited to, complying with all employment laws, including, if applicable, the monitoring, analysis and reporting of any adverse impact that may result from any specification or criteria that Client uses to rank candidates in the ADP Recruiting Management Services Application.
  - b. **Vendors.** You shall be exclusively responsible all access and use of the ADP Recruiting Management Services by its vendors and such vendors’ compliance with the terms of this Agreement.
  - c. **Additional Third-Party Terms.** During the Term of this Agreement, the Client’s use and access to the Recruitment Management Services may be subject to additional terms of services which shall be included within the ADP Recruitment Management Services. Prior to enabling the Recruitment Management Services, you shall ensure that all users of Recruitment Management Services click through and accept such additional terms of service.

You further agree that:

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.
3. You and your end users' sole and exclusive remedies shall be against ADP and not against AppDirect. AppDirect shall have no liability or obligation to You or your end users.



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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.