



ADP, LLC: (referred to herein as "ADP")

One ADP Boulevard
Roseland, New Jersey 07068
United States

Client: (referred to herein as "Client")

County Of Humboldt
825 5th St

Eureka, CA 95501, United States

(Effective Date)

Attention
Kelly Barns

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms set forth in this ADP Workforce Now Master Services Agreement.

ANNEX A-3:	GENERAL TERMS AND CONDITIONS
ANNEX B:	PAYROLL, EMPLOYMENT TAX, WAGE PAYMENT AND EMPLOYMENT VERIFICATION SERVICES
ANNEX C:	TIME AND ATTENDANCE SERVICES
ANNEX CC:	COMPLIANCE ON DEMAND
ANNEX D:	HR, BENEFITS AND TALENT MANAGEMENT SERVICES
ANNEX H-1:	HCM BEST PRACTICE PROGRAM
ANNEX MM:	TALENT MANAGEMENT SOLUTIONS

BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT THEY HAVE REVIEWED THE ENTIRE AGREEMENT INCLUDING THE TERMS AND CONDITIONS IN EACH ANNEX CORRESPONDING TO SERVICES PURCHASED PURSUANT TO THE SALES ORDER.

This Agreement includes the Annexes related to the services selected by Client. Each Annex listed above is attached hereto and is incorporated into this Agreement in full by this reference as if set forth in this Agreement in full.

ADP, LLC

CLIENT

(Signature of Authorized Representative)

(Signature of Authorized Representative)

(Name - Please Print)

(Name - Please Print)

(Title)

(Date)

(Title)

(Date)



1 Definitions.

- 1.1 "ADP" has the meaning set forth on the cover page.
- 1.2 "ADP Application Programs" means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.
- 1.3 "ADP Workforce Now" means ADP's web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance.
- 1.4 "Agreement" means this ADP Workforce Now - Master Services Agreement, consisting of the signature pages, the General Terms and Conditions, all exhibits, annexes, addendum, appendices and schedules, and each amendment, if any.
- 1.5 "Affiliate" means any individual, corporation or partnership or any other entity or organization (a "person") that controls, is controlled by or is under common control of a party. For purposes of the preceding definition, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or by contract or otherwise.
- 1.6 "API" means ADP approved application programming interface(s) that support point to point interaction of different systems.
- 1.7 "Approved Country" means each country in which, subject to the terms of this Agreement, Client is authorized to use or receive the Services. The Approved Country for the Services is the United States.
- 1.8 "Business Day" means any day, except a Saturday, Sunday or a day on which ADP's bank is not open for business in the applicable jurisdiction where services are provided by ADP.
- 1.9 "Client" has the meaning set forth on the cover page.
- 1.10 "Client Content" means all information and materials provided by Client, its agents or employees, regardless of form, to ADP under this Agreement.
- 1.11 "Client Group" means Client and Client's Affiliates who are receiving Services under this Agreement pursuant to a Sales Order.
- 1.12 "Client Infringement Event" means (i) any change, or enhancement, or use of, the Services made by Client or a third party on behalf of Client other than at the direction of, or as approved by, ADP, or (ii) Client's failure to use the most current release or version of such computer software programs included in the ADP Application Programs, or any corrections or enhancements provided by ADP thereto (to the extent ADP requires Client to use the most current release or version of any computer software programs, the implementation of such shall be at no charge to Client).
- 1.13 "Confidential Information" means all information of a confidential or proprietary nature and all Personal Information, provided by the disclosing party to the receiving party under this Agreement but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.
- 1.14 "Documentation" means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.
- 1.15 "General Terms and Conditions" means the terms and conditions contained in this Annex A.
- 1.16 "Gross Negligence" has the meaning set forth in Section 7.3.1.
- 1.17 "Improvements" has the meaning set forth in Section 5.4.
- 1.18 "Incident" means a security breach (as defined in any applicable law) or any other event that compromises the security, confidentiality or integrity of Client's Personal Information.
- 1.19 "Indemnitees" has the meaning set forth in Section 6.3.
- 1.20 "Indemnitor" has the meaning set forth in Section 6.3.
- 1.21 "Intellectual Property Rights" means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.
- 1.22 "Internal Business Purposes" means the usage of the Services solely by the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services, to any party outside the Client Group, unless expressly contemplated by this Agreement.
- 1.23 "NACHA" means the National Automated Clearing House Association.
- 1.24 "Initial Term" means the period beginning as of the Effective Date and ending one (1) year after the date of Client's first monthly invoice for Services.
- 1.25 "Payee" means any intended recipient of payments under the Payment Services and may include Client's employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client's employees and independent contractors.
- 1.26 "Payment Services" means any Services that involve electronic or check payments being made by ADP to third parties on Client's behalf and at its direction.
- 1.27 "Personal Information" means information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.
- 1.28 "Price Agreement" means a supplemental agreement between the parties that addresses future price increase rates on certain Services over a specific period of time.
- 1.29 "Sales Order(s)" means the document(s) between the parties that lists the specific Services purchased by Client Group from ADP.
- 1.30 "Services" means the services (including implementation services related thereto) listed in any Sales Order, and such other services as the parties may agree to be performed from time to time.
- 1.31 "SOC 1" means any routine Service Organization Control 1 reports.



- 1.32 "Termination Event"** means with respect to any party, the occurrence of any of the following: (i) under the applicable bankruptcy laws or similar law regarding insolvency or relief for debtors, (A) a trustee, receiver, custodian or similar officer is appointed over a party's business or property, (B) a party seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors, or (C) an involuntary proceeding is commenced against a party and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement, or (ii) a party's Standard and Poor's issuer credit rating falls to or below BB.
- 1.33 "User"** means any single natural person who, subject to the terms of this Agreement, is authorized by Client to use, access or receive the Services.

2 Provision and Use of Services

- 2.1 Provision of Services.** ADP, or one of its Affiliates, will provide the Services to Client in accordance with the terms of this Agreement and any applicable Sales Order(s). ADP will provide the Services in a good, diligent and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed. ADP's performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client's responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for ADP to provide the Services.
- 2.2 Cooperation.** ADP and Client will work together to implement the Services. Client will cooperate with ADP and execute and deliver all documents, forms, or instruments necessary for ADP to implement and render the Services. Client will provide ADP with all reasonable and necessary Client Content in the format requested by ADP, and will otherwise provide all reasonable assistance required of Client in order for ADP to implement the Services. In the event a Client migrates from any other ADP service or platform, Client consents to ADP transferring Client data from such platform to ADP Workforce Now.
- 2.3 Use of Services.** Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes in the Approved Country. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client is responsible for the accuracy and completeness of the Client Content provided to ADP. The Services are designed for use in the United States only and ADP makes no representation or warranty that access and use of the Services from outside the United States by Client employee managers and/or other Users who are not physically located in the United States comport with any local laws, regulations, or directives in any other country. Should Client or any of its employees or Users seek to access and use the Services outside of the United States, Client, and not ADP, shall be solely responsible for compliance with all laws and governmental regulations required under any applicable employment, labor and taxing laws and regulations and Client understands that the Services have not been designed to assist Client in complying with the laws and regulations of any country other than the United States.
- 2.4 Errors.** Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.
- 2.5 Records.** Without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from and Client Content provided to ADP in connection with the Services to the extent required by Client.

3 Compliance.

- 3.1. Applicable Laws.** Each party will comply with applicable laws and regulations that affect its business generally, including any rule and regulations applicable to ADP regarding export controls and trade with prohibited parties.
- 3.2. Design of the Services.** ADP will design the Services, including the functions and processes applicable to the performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives or fails to give to ADP, including as part of the implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.
- 3.3. Online Statements.** If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099 or Forms 1095-C, as applicable, without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099 or Forms 1095-C, as applicable, satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.
- 3.4. Data Protection Laws.** Client represents that Personal Information transferred by Client or at Client's direction to ADP has been collected in accordance with applicable privacy laws, and ADP agrees that it shall only process the Personal Information as needed to perform the Services, or as required or permitted by law.

4 Confidentiality

- 4.1 General.** All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees with a need to know the Confidential Information and will instruct those employees to keep such information confidential. ADP may disclose Client's Confidential Information on a need to know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such



employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and other Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified, and Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.

4.2 Return or Destruction. Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.

4.3 Transfer. The Services may be performed by ADP Affiliates or subcontractors located in other countries, and ADP may transfer or permit access to Client's Confidential Information, including employees' Personal Information, for the purposes of performing the Services outside of Canada and the United States of America. As a result, Client's employees' Personal Information may be subject to the laws of such jurisdictions and may be accessible to the courts and law enforcement authorities of those jurisdictions. Notwithstanding the foregoing, ADP will remain responsible for any unauthorized disclosure or access of Client's employees' Personal Information by any ADP Affiliate or subcontractor in the performance of any such Services.

5 Intellectual Property

5.1 Client IP Rights. Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the term of this Agreement a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.

5.2 ADP IP Rights. Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the term of this Agreement a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Application Programs solely for the Internal Business Purposes in the Approved Countries. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, decompile, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.

5.3 Ownership of Reports. Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.

5.4 Improvements. ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to any ADP Application Programs that are included in the Services (collectively "Improvements") if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs.

6 Indemnities

6.1 ADP Indemnity. Subject to the remainder of this Section 6.1, and Section 6.3 and 7, ADP shall defend Client in any suit or cause of action, and indemnify and hold Client harmless against any damages payable to any third party in any such suit or cause of action, alleging that the Services or ADP Application Programs, as provided by ADP and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party in an Approved Country. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party's Intellectual Property Rights, ADP may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Service.

6.2 Client Indemnity. Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims and will indemnify and hold ADP harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on the occurrence of a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement.



6.3 Indemnity Conditions. The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the “**Indemnitee**”) shall promptly notify the indemnifying party (the “**Indemnitor**”) of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee’s failure to promptly give notice to the Indemnitor shall affect the Indemnitor’s obligation to indemnify the Indemnitee only to the extent the Indemnitor’s rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

7 Limit on Liability

- 7.1 Ordinary Cap.** Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party’s aggregate limit on monetary damages in any calendar year shall exceed an amount equal to twelve(12) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year (the “**Ordinary Cap**”). ADP will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent fees owed by Client.
- 7.2 Extraordinary Cap.** As an exception to Section 7.1, if damages (monetary or otherwise) arise from a breach of Section 4.1 (Confidentiality) or Section 9.3 (Data Security), the Ordinary Cap will be increased by an additional twenty-four (24) times the average ongoing monthly Service fees paid or payable to ADP by Client during such calendar year (the “**Extraordinary Cap**”). For the avoidance of doubt, in no case shall either party’s aggregate limit on monetary damages in any calendar year under this Agreement exceed thirty-six (36)) times the average monthly ongoing Service fees paid or payable to ADP by Client during such calendar year.
- 7.3 Matters not Subject to Either Cap.** The limitations of liability set forth in Sections 7.1 and 7.2 shall not apply to:
- 7.3.1** Either party’s Gross Negligence, or willful, criminal or fraudulent misconduct; for the purposes of this Agreement, “Gross Negligence” shall be defined as: (1) willful, wanton, careless or reckless conduct, misconduct, failures, omissions, or disregard of the duty of care towards others of a risk known or so obvious that the actor must be taken to have been aware of it, and with an intent to injure or so great as to make it highly probable that harm would follow and/or (2) failure to use even the slightest amount of care, or conduct so reckless, as to demonstrate a substantial lack of concern for the safety of others. For the avoidance of doubt, Gross Negligence must be more than any mere mistake resulting from inexperience, excitement, or confusion, and more than mere thoughtlessness or inadvertence or simple inattention;
 - 7.3.2** The infringement indemnity set forth in Sections 6.1 and 6.2;
 - 7.3.3** Client’s obligations to pay the fees for Services;
 - 7.3.4** ADP’s obligations to provide credit monitoring and notifications as set forth in Section 10.2;
 - 7.3.5** Client’s funding obligations in connection with the Payment Services;
 - 7.3.6** ADP’s loss or misdirection of Client funds in possession or control of ADP due to ADP’s error or omission;
 - 7.3.7** In connection with the Employment Tax Services as provided in Annex B, (a) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (b) all tax penalties resulting from ADP’s error or omission in the performance of such Service. The provisions of this subsection 7.3.7 shall only apply if (x) Client permits ADP to act on Client’s behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP.
 - 7.3.8** Client’s use or access of the Services and/or ADP Application Programs outside of the Approved Countries.
- 7.4 Mitigation of Damages.** ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or relating to the Services.
- 7.5 No Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from ADP’s or Client’s (i) willful, criminal or fraudulent misconduct, or (ii) breach or breaches of Section 4.1 or Section 9.3 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Section 7.5(ii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

8 WARRANTIES AND DISCLAIMER

- 8.1 Warranties.** Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.
- 8.2 DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED “AS IS” AND ADP AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND



FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.

9 SECURITY AND CONTROLS

- 9.1 Service Organization Control Reports.** Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("SOC 1 Reports") (or any successor reports thereto) directly related to the core ADP Application Programs utilized to provide the Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.
- 9.2 Business Continuity; Disaster Recovery.** ADP has established and will maintain a commercially reasonable business continuity and disaster recovery plan and will follow such plan.
- 9.3 Data Security.** ADP has established and will maintain an information security program containing appropriate administrative, technical and physical measures to protect Client data (including any Personal Information therein) against accidental or unlawful destruction, alteration, unauthorized disclosure or access consistent with applicable laws. In the event ADP suspects any unauthorized access to, or use of, the Services, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of the Client's data.

10 DATA SECURITY INCIDENT

- 10.1 Notification.** If ADP becomes aware of a security breach (as defined in any applicable law) or any other event that compromises the security, confidentiality or integrity of Client's Personal Information (an "**Incident**"), ADP will take appropriate actions to contain, investigate and mitigate the Incident. ADP shall notify Client of an Incident as soon as reasonably possible.
- 10.2 Other ADP Obligations.** In the event that an Incident is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in applicable jurisdictions.

11 PAYMENT TERMS

- 11.1 Fees and Fee Adjustments.** Client will pay to ADP the fees and other charges for the Services at the rates set forth on the Sales Orders (05-2019-1203717.5 & 05-2020-164419.1) for the first (1st) year of the Initial Term. During the remainder of the Initial Term, ADP may increase fees on an annual basis by four percent (4%) with thirty (30) days' prior written notice. After the Initial Term, ADP may modify the fees on an annual basis upon thirty (30) days' prior written notice to Client. Total fees charged, including within the Initial Term, may change commensurate with the number of Client's employees being serviced. The fees presented in the Sales Order were calculated based upon particular assumptions relative to Client requirements (including funding requirements), specifications, volumes and quantities as reflected in the applicable Sales Order and related documentation, and if Client's actual requirements vary from what is stated, ADP may adjust the fees based on such changes. The fees do not include any customizations to any Service.
- 11.2 Additional Services and Charges.** If Client requests additional services offered by ADP not included in this Agreement, and ADP agrees to provide such services: (i) those services and related fees will be included in a separate Sales Order; (ii) any Services provided to Client but not included in a Sales Order will be provided subject to the terms of this Agreement and charged at the applicable rates as they occur; and (iii) those services will be considered to be "Services" for purposes of this Agreement. Additional charges may be assessed Client in relation to the performance of the Services in certain circumstances, including without limitation, late funding, an insufficient funds notification and emergency payment requests from Client.
- 11.3 Fees for Implementation Services.** Implementation fees are due and payable by Client upon the go-live date for such Services. However, if this Agreement or any Service are terminated after implementation services have started but before the go-live date, the greater of the following amounts shall be immediately due and payable by Client: (i) implementation fees for implementation services performed up to the date of termination; or (ii) thirty percent (30%) of the total Implementation Fees set out in the Sales Order.
- 11.4 Invoicing.** ADP will notify Client of all applicable Services fees payable by Client by way of invoice or other method (i.e. ADP's on-line reporting tool). Client will pay the amount on each invoice or such other similar document in full pursuant to the agreed upon method of payment set forth in the Sales Order. All amounts not paid when due are subject to a late payment charge of one and one-half percent (1½%) per month (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid. The time for imposition of any late payment charge is extended to sixty (60) days during the duration of any declared local or state emergency.
- 11.5 Currency.** Client shall pay the fees in US dollars.
- 11.6 Taxes.** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.



11.7 Postage, Shipping Travel and out-of-pocket expenses. ADP will invoice Client for postage charges, delivery charges,

other third party charges, and reasonable travel and out-of-pocket expenses as necessary to provide the Services.

11.8 Funding Requirements and Disbursement Disclosures. With respect to Payment Services to be deducted by ACH or Pre-Authorized Debit, Client must have sufficient good funds for payment of the payroll obligations, tax filing obligations, wage garnishment deduction obligations, service fees (as applicable), expenses, and any other applicable charges, to be direct debited from Client's designated account no later than one (1) banking days prior to the pay date for the applicable payroll (in the case of payroll processing services), or as otherwise agreed by the parties. For reverse wire clients, funds must be available (a) one (1) banking day prior to the pay date for the applicable payroll (in the case of the ADP Employment Tax Services) and (b) two (2) banking days prior to the pay date for all other Payment Services, or as otherwise agreed by the parties. In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee (currently \$10.00) for each wire transfer. Notwithstanding the foregoing, ADP reserves the right to modify the aforementioned deadlines at any time and will communicate any such modifications to Client.

11.9 Change Control. In the event either party requests a change in the scope of Services (including implementation services) or any rework is required by ADP as a result of a delay by Client in implementation of any Services (each a "Change Control Item"), the parties shall address such change request, if possible via ADP's change control process. Change Control Items and the cost associated with such changes (if any) to the Services shall be mutually agreed to by the parties and shall be defined in a statement of work agreed to by the parties, with the exceptions of Change Control Items that are required to be made by law or regulation applicable to the Services or to the duration of implementation services, which ADP will notify Client of prior to making the change. The standard rate for a Change Control Item is \$185.00 per hour.

12 Term; Termination; Suspension

12.1 Term. This Agreement is effective for the Initial Term of one year and will automatically renew for four (4) annual one (1) year terms unless terminated by either party upon at least ninety (90) days written notice to the other party (except as otherwise set forth in any Annex herein). In the event Client does not provide ADP with the proper notice as set forth in the previous sentence, Client shall pay ADP for any fees for Services that would have been incurred by Client during such notice period (calculated based on an average of the prior six months of invoices for such terminated Services, or shorter period of time if there has been less than six months of invoices).

12.2 Termination for Cause. Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within sixty (60) days following notice thereof or in the event either party is the subject of a Termination Event. In addition, ADP may terminate this Agreement in the event Client fails to timely pay fees for Services performed within ten (10) days following notice that such fees are past due. ADP may also terminate this Agreement or the Services immediately on written notice to Client if the provision of Service to Client causes or will cause ADP or its Affiliates to be in violation of any laws, rules or regulations applicable to it including any sanction laws applicable to ADP or any Affiliate.

12.3 Suspension. Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (A) immediately if: (i) Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery agreed upon as it relates to the applicable Payment Services; or (ii) Client breaches any rules promulgated by NACHA as it relates to ADP conducting electronic payment transactions on behalf of Client, and (B) with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are terminated or suspended pursuant to Sections 12.2 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to a third party. If the Payment Services are terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for ADP Employment Tax Services any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.7), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any payee, which have not been paid or reimbursed by Client. If the Payment Services remain suspended for thirty (30) days, the Payment Services will be terminated on the 31st day following suspension.

12.4 Early Termination Fee. In order for ADP to recoup certain costs associated with the Services provided under the Agreement in the event of an early termination prior to the expiration of the Initial Term, if Client terminates the Agreement for convenience or ADP terminates Agreement pursuant to Section 12.2 or 12.3 above, Client will reimburse ADP for its costs which shall be one (1) times the average monthly fee for the Services. If monthly fees for Services have not been payable at the time of termination, the average monthly fees shall be equal to the estimated monthly fees that would have been payable under the Agreement.

12.5 Post Termination. At any time prior to the actual termination date, Client may download Client's information or reports available to it in conjunction with all of the Services provided to Client by ADP. Upon termination of this Agreement, Client may order from ADP any data extraction offered by ADP, at the then prevailing hourly time and materials rate

13 Reserved.

14 Additional Terms. In addition to the terms set forth in any subsequent Annexes attached hereto, the following terms shall apply.

14.1 ESS & MSS Technology. Employee self-service (ESS) and Manager self-service (MSS) functionality provides all Client Users (practitioners, managers and employees) 24x7 online access to ADP Application Programs. The following additional



terms apply to the ESS & MSS Technology:

14.1.1 Client acknowledges that Client's employees or participants may input information into the self-service portions of the ADP Application Programs. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of the information provided by Client's employees or participants to ADP using any self-service features. ADP shall be entitled to rely upon such information in the performance of the Services under this Agreement as if such information was provided to ADP by Client directly.

14.2 ADP Marketplace. ADP Marketplace enables Client to build applications and/or purchase available applications via an online store and provides access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs). The following additional terms apply to the ADP Marketplace (applies only if Client accesses ADP Marketplace Services):

14.2.1 Transmitting Information to Third Parties. In the event that Client elects to use an API to provide any Client Content or employee or plan participant information to any third party, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. ADP shall not be responsible for any services or data provided by any such third party.

14.2.2 Use of the ADP APIs. Client will use the ADP APIs to access Client's information only. Client may not use any robot, spider, or other automated process to scrape, crawl, or index the ADP Marketplace and will integrate Client's application with the ADP Marketplace only through documented APIs expressly made available by ADP. Client also agrees that Client will not (a) use the ADP Marketplace or any ADP API to transmit spam or other unsolicited email; (b) take any action that may impose an unreasonable or disproportionately large load on the ADP infrastructure, as determined by ADP; or (c) use the ADP APIs or the ADP Marketplace in any way that threatens the integrity, performance or reliability of the ADP Marketplace, Services or ADP infrastructure. ADP may limit the number of requests that Client can make to the ADP API gateway to protect ADP's system or to enforce reasonable limits on Client's use of the ADP APIs. Specific throttling limits may be imposed and modified from time to time by ADP.

15 Miscellaneous

15.1 Amendment. This Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client.

15.2 Assignment. Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign any or all of its rights and obligations to any other Client Group member and ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

15.3 Additional Documentation. In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (including reporting agent authorization, client account agreement, limited powers of attorney, etc.) and Client agrees to execute and deliver such additional documents.

15.4 Subcontracting. Notwithstanding Section 15.2, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, third parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party courier service, and banking institutions, are not considered subcontractors of ADP.

15.5 Entire Agreement. This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, in case of conflict or inconsistency between this Annex A and any such exhibit, annex, appendix or schedule, this Annex A will prevail and control. Purchase orders or statements of work submitted to ADP by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.

15.6 No Third Party Beneficiaries. Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).

15.7 Force Majeure. Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, labor disputes or disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.

15.8 Waiver. The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.

15.9 Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.



- 15.10 Severability.** If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.
- 15.11 Relationship of the Parties.** The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.
- 15.12 Governing Law.** This Agreement is governed by the laws of the State of California without giving effect to its conflict of law provisions.
- 15.13 Jurisdiction.** Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the jurisdiction of the state and federal courts of California. The parties hereby irrevocably consent to the jurisdiction of the state and federal courts of California and waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.
- 15.14 Communications Regarding Offers.** In connection with the Services, with the exception of employees and/or participants outside of the United States, ADP may from time to time identify products and/or services that will benefit Client's employees and/or participants (collectively, "Offers"). In order to extend such Offers to Client's employees and/or participants, Client agrees that ADP may use Client's employee and participant contact information, including email addresses for such purpose. Upon thirty (30) days' prior written notice, Client may elect for ADP to cease sending future Offers to its employees and/or participants. In addition, each communication sent by ADP will comply with applicable laws and will enable the recipient to opt-out of receiving additional Offers from ADP.
- 15.15 Counterparts.** This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.16 Notices.** All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at the address indicated on the signature page hereof and to ADP at ADP, LLC, 5800 Windward Parkway, Alpharetta, Georgia 30005, Attn: Legal Department or to any other address a party may identify in writing from time to time. A copy (which shall not constitute notice) of all such notices shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel and to Client at the address indicated on the cover page hereof.
- 15.17 Survival.** Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement.
- 15.18 Nuclear Free Humboldt County Ordinance Compliance.** By executing this Agreement, ADP certifies that it is not a Nuclear Weapons Contractor, in that ADP is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. ADP agrees to notify Client immediately if it becomes a Nuclear Weapons Contractor as defined above. Client may immediately terminate this Agreement if it determines that the foregoing certification is false or if ADP subsequently becomes a Nuclear Weapons Contractor.
- 15.19 Insurance.** During the term of this Agreement, ADP shall maintain the following insurance coverage in at least the following amounts:
1. Workers' Compensation with statutory limits required by each state exercising jurisdiction over the ADP associates engaged in performing services under this agreement.
 2. Employer's Liability coverage with a minimum limit of \$500,000 for bodily injury by accident or disease.
 3. Commercial General Liability coverage (including products and completed operations, blanket or broad form contractual, personal injury liability and broad form property damage) with minimum limits of one million dollars (\$1,000,000) per occurrence for bodily injury/property damage and one million dollars (\$1,000,000) for personal injury and products/completed operations. The Commercial General Liability Policy shall provide that Client is an additional insured for liability arising out of the operations performed by or on behalf of ADP.
 4. Business Automobile Liability coverage (covering the use of all owned, non owned and hired vehicles) with minimum limits (combined single limit) of one million dollars (\$1,000,000) for bodily injury and property damage.
 5. Excess or Umbrella Liability coverage with a minimum limit of two million dollars (\$2,000,000) coverage in excess of the coverage as set forth in items 2, 3, and 4 above.
 6. Employee Dishonesty (Fidelity) and Computer Crime coverage (for losses arising out of or in connection with any fraudulent or dishonest acts committed by employees of ADP, acting alone or in collusion with others) with a minimum limit of ten million dollars (\$10,000,000).
 7. Errors and omissions coverage (including cyber liability) with a limit of ten million dollars (\$10,000,000).

Subject to ADP's right to self-insure coverage as set forth below, the foregoing coverages shall be maintained with insurers which have an A.M. Best rating of A- or better and /or an equivalent rating from a recognized insurance company rating agency.

ADP's policies shall be primary and any insurance maintained by Client is excess and noncontributory. Promptly upon Client's written request for same, ADP shall cause its insurers or insurance brokers to issue certificates of insurance evidencing that the coverages required under this



Agreement are maintained and in force. In addition, ADP will give thirty days notice to Client prior to cancellation or non-renewal of any of the policies providing such coverage; provided, however that ADP shall not be obligated to provide such notice if, concurrently with such cancellation or non-renewal, ADP provides self-insurance coverage as described below or obtains coverage from another insurer meeting the requirements described above.

Notwithstanding the foregoing, ADP reserves the right to self-insure coverage, in whole or in part, in the amounts and categories designated above, in lieu of ADP's obligations to maintain insurance as set forth above, at any time. Promptly upon Client's written request for same, ADP shall deliver certificates of insurance to confirm what coverage is in place.

This section does not replace or otherwise amend, in any respect, the limitations on ADP's liability as set forth elsewhere in this Agreement.



- 1 **Payroll Services.** Administration and processing of payroll including performing gross-to-net calculations and generating and/or transmitting of payment instructions and also including the following:
 - 1.1 **ADP Employment Tax Services.** Coordination of payroll-related tax and/or regulatory agency deposits, filings, and reconciliations on behalf of employers.
 - 1.2 **ADP Wage Payment Services.** Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check, or payroll debit cards, in each case to the extent the method of payment delivery is in scope, and online posting of pay statements to the extent applicable. Such services may be provided via ADPCheck Services, ADP Direct Deposit Services, and Payroll Card Services and Wisely Now Services (if Client purchases Payroll Card Services and/or Wisely Now Services, the additional terms set forth in Annex J shall apply to such services).
 - 1.3 **Print and Online Statement Services.** Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.
 - 1.4 **Wage Garnishment Payment Services.** Garnishment payment processing and disbursement of payments to appropriate payees as directed by client.

- 2 **ADP Wage Payment Services.** The following additional terms and conditions apply to the ADP Wage Payment Services:
 - 2.1 **Client Credentialing.** Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Payment Services.
 - 2.2 **Additional Requirements.** Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.
 - 2.3 **Funding Obligations.** Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.
 - 2.4 **Investment Proceeds; Commingling of Client Funds.** IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.
 - 2.5 **Recovery of Funds; Stop Payment Requests.** Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.
 - 2.6 **ADPCheck Services.** Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date. If Client distributes any ADPChecks prior to the check date, ADP may impose an early check cashing fee against Client. With respect to ADPChecks drawn on an ADP bank account, to request a stop payment, Client shall provide ADP with a written stop payment order request in the form provided by ADP and ADP shall place a stop payment order in accordance with its standard operating procedures. Client is also responsible for any damages related to any theft of misappropriation of any ADPCheck, including by Client, its employees or payees.
 - 2.7 **Full Service Direct Deposit (FSDD).** Prior to the first credit to the account of any employee or other individual under FSDD services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.

- 3 **ADP Employment Tax Services.** The following additional terms and conditions apply to the ADP Employment Tax Services:
 - 3.1 **Important Tax Information (IRS Disclosure).** Notwithstanding Client's engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details
 - 3.2 **State Unemployment Insurance Management.** Subject to Section 15.7 of Annex A, Client's compliance with its obligations in Sections 3.2.1 and 3.2.2 herein, and any delays caused by third parties (e.g., postal service, agency system and broker delays) and events beyond ADP's reasonable control, ADP will deliver the State Unemployment Insurance Management Services ("SUI Management Services") within the time periods established by the relevant unemployment compensation agencies.



- 3.2.1 Provision of Information; Contesting Claims.** Client will on an ongoing basis provide ADP and not prevent ADP from furnishing all information necessary for ADP to perform the SUI Management Services within the timeframes established or specified by ADP. The foregoing information includes without limitation the claimants' names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies.
- 3.2.2 Transfer of Data.** Client may transfer the information described in Section 3.2.1 to ADP via: (i) on-line connection between ADP and Client's computer system, or (ii) inbound data transmissions from Client to ADP. Client will provide the data using mutually acceptable communications protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.
- 3.2.3** Client acknowledges that ADP is not providing storage or record keeping of Client records as part of the SUI Management Services, and that if the SUI Management Services are terminated, ADP may, in conformity with Section 4 of Annex A, dispose of all such records. If the SUI Management Services are terminated, any access Client has to ADP websites containing Client's data will expire and Client will be responsible for downloading and gathering all relevant data prior to expiration of any such access that may have been granted.

4 Employment Verification Services. If Client desires to receive and has not otherwise opted out, and ADP agrees to provide Employment Verification Services, then the following terms and conditions shall apply:

- 4.1 Definitions.** Unless a capitalized term used herein is defined herein, it shall have the same meaning ascribed that term in the Agreement.
 - 4.1.1 "FCRA"** Fair Credit Reporting Act, 15 U.S.C. §1681 et seq.
 - 4.1.2 "Verification Agent"** has the meaning set forth in Section 4.2.1.1
 - 4.1.3 "Verification Data"** has the meaning set forth in Section 4.2.1.1.
 - 4.1.4 "Verifiers"** has the meaning set forth in Section 4.2.1.1.
- 4.2 Additional Terms.** To the extent Client has not opted out of receipt of Employment Verification Services, the following additional terms and conditions shall apply:
 - 4.2.1 Verification Services and Authorization as Agent.**
 - 4.2.1.1** ADP currently provides the Employment Verification Services through The Work Number®, an Equifax Workforce Solutions service though ADP reserves the right to provide them through another entity (each, a "Verification Agent"). Notwithstanding anything to the contrary in Section 4.1 of Annex A, Client authorizes ADP and its Verification Agents to disclose, on Client's behalf, employment information (including employees' place of employment and employment status) and income information (including total wages per year to date and previous year income) of Client and Client's employees (or former employees) (collectively, "Verification Data"), to commercial, private, non-profit and governmental entities and their agents (collectively, "Verifiers"), who wish to obtain or verify any of Client's employees' (or former employees') Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to the FCRA, and, in the case of income information requests, who additionally certify they have a record of the employee's consent to such disclosure or who utilize a salary key. In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to continue to receive the benefit; and/or (b) collect a debt or enforce other obligations undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on the original application as authorization for the Verifier to access the employee's income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.
 - 4.2.1.2 Data Quality.** If requested by ADP, Client agrees to work with ADP during implementation to produce a test file and validate the Verification Data included in the Verification Services database using validation reports made available by ADP or its Verification Agents. If Client uses ADP's hosted payroll processing services, ADP will update the Verification Services database with the applicable Verification Data available on ADP's payroll processing system.
 - 4.2.1.3 Notice to Furnishers of Information: Obligations of Furnishers of Information ("Notice to Furnishers").** Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: <https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon 90 days prior written notice to Client.
 - 4.2.1.4 Archival Copies.** Notwithstanding anything to the contrary in Annex A, Client agrees that, after the termination of this Agreement, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client's employees and former employees and the provisions of Section 4.1 of Annex A will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.
 - 4.2.1.5 Additional Termination Provisions for Employment Verification Services.** ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon 90 days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.



- 1 **ADP Time & Attendance Services.** ADP will provide Client with those time & attendance services delivered via ADP Workforce Now including ADP Workforce Now Essential Time, ADP Workforce Now Enhanced Time or ADP Enterprise eTime (“**ADP Time & Attendance Services**”). For hosted ADP Workforce Now Enhanced Time and ADP Enterprise eTime products only, additional license terms are available at www.adp.com/timlicenseterms. ADP Time & Attendance Services are available for use in a limited number of countries outside the United States, although certain restrictions and requirements may apply.
- 2 **Time & Attendance Hardware.** If ADP agrees to provide Client with the data collection devices (e.g. Timeclock, HandPunch, etc.) (the “Time & Attendance Hardware”) as described in the Sales Order, the following terms will apply:
 - 2.1 If Client procures Time & Attendance Hardware, Client shall provide and maintain an installation environment (including all power, wiring and cabling required for installation) as specified in the manufacturer’s product documentation and other written instructions provided to Client by ADP.
 - 2.2 Regarding Time & Attendance Hardware provided on a subscription basis only, Client shall not make any alterations or attach any devices thereto that are not provided by ADP, nor shall Client remove same from the place of original installation without ADP’s prior consent. All right and title in the Time & Attendance Hardware are procured on a subscription basis is, and at all times shall remain, that of ADP and a separate item of personal property of ADP, notwithstanding its attachment to other items or real property, and promptly upon termination of the ADP Time & Attendance Services, for any reason whatsoever, Client shall, at its expense, return such Time & Attendance Hardware in good condition, in accordance with ADP’s instructions, normal wear and tear excepted. If such Time & Attendance Hardware is not promptly returned, Client agrees to purchase same at fair market value. Repairs and replacements required as a result of any of the following shall not be included in any maintenance services and shall be charged at ADP’s then current rates: (i) damage, defects, or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical, or electrical stress, or causes other than normal or intended use; (ii) failure of Client to provide and maintain a suitable installation environment; (iii) any alterations made to or any devices not provided by ADP attached to the Time & Attendance Hardware; and (iv) malfunctions resulting from use of badges or supplies not approved by ADP.
 - 2.3 **Maintenance Fees.** Maintenance services for the Time & Attendance Hardware apply automatically to Time & Attendance Hardware obtained under the subscription option (and any charges therefore are already included in the monthly time and attendance subscription fees). The costs for maintenance services for Time & Attendance Hardware under the purchase option are not included in the purchase price for such equipment; a separate annual maintenance fee applies. Client, under the purchase option, may terminate its receipt of maintenance services by providing written notice to ADP no less than thirty (30) days prior to the end of the then current annual coverage period. ADP is not required to rebate to Client any maintenance fees relating to a current or prior coverage period. (NOTE: If Client selects the purchase option but opts not to receive (or terminates) maintenance services hereunder by executing a waiver of maintenance services, any such services provided by ADP at Client’s request will be subject to ADP’s then current charges for such services.) No Time & Attendance Hardware maintenance is done at the Client site. Client shall bear all delivery/shipping costs and all risk of loss during shipment/delivery of Time & Attendance Hardware relating to maintenance services.
 - 2.4 **Maintenance Services.** ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship as follows: Any parts found to be defective (except as specifically excluded below) shall be replaced or repaired, at ADP’s or its designee’s option, without charge for parts or labor, provided that the Time & Attendance Hardware has been properly installed and maintained by Client and provided that such equipment has been used in accordance with this Agreement or other accompanying documentation including, but not limited to, Client’s Sales Order provided by ADP or its designee and has not been subject to abuse or tampering.
- 2.5 **Biometrics.**
 - 2.5.1 **Definitions.**
 - 2.5.1.1 **“Biometric Data”** includes the information collected by timeclocks and software that use finger and/or hand scan technology, which potentially may include Biometric Identifiers and Biometric Information.
 - 2.5.1.2 **“Biometric Identifier”** means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.
 - 2.5.1.3 **“Biometric Information”** means any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s biometric identifier used to identify an individual.
 - 2.5.1.4 **“Biometric Services”** means services provided by ADP to Client via the use of timeclocks and software in connection with ADP’s provision of Time & Attendance Services, to the extent such timeclocks or software collect, store or use Biometric Data.
 - 2.5.1.5 **“Biometric User”** means Client’s employees or independent contractors who are requested or required by Client to use Biometric Services to record their attendance, hours worked or other work-related data.
 - 2.5.2 **Additional Terms.** Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which potentially may apply to Client’s use of Biometric Services. To the extent Client elects to use Biometric Services, Client agrees to comply with all such laws and regulations in accordance with this Agreement and Section 3.2 of the Annex A. In the event Client is unwilling to comply with laws and regulations relating to Biometric Services, Client will be able to continue to use Time & Attendance Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric Services are part of the scope of Services:
 - 2.5.2.1 **Requirements for Receipt of Biometric Services.** Before any Client or Biometric User is permitted to use any Biometric Services in a jurisdiction where laws and regulations potentially govern such use, Client will comply with the following requirements, in addition to any other requirements imposed by potentially applicable law (to the extent there is a conflict between the requirements below and the requirements of potentially applicable law, Client will comply with potentially applicable law):
 - 2.5.2.2 **Client Biometric Information Policy.** Client will implement, distribute and make available to the public, a written policy establishing Client’s policy with respect to the use of Biometric Data. Such policy will include:



- 2.5.2.2.1 a retention schedule and guidelines for permanently destroying Biometric Identifiers and Biometric Information;
- 2.5.2.2.2 a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such identifiers or information has been satisfied or within 3 years of the individual's last interaction with Client, whichever occurs first; and
- 2.5.2.2.3 any additional requirements as required by applicable law.
- 2.5.2.3 **Biometric User Notice and Consent.** Client will provide notice and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by applicable law, including:
 - 2.5.2.3.1 notifying Biometric Users in writing that Client, its vendors, and/or the licensor of Client's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that Client is providing such Biometric Data to its vendors and the licensor of Client's time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;
 - 2.5.2.3.2 obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing Client, its vendors, and licensor of Client's time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensor of Client's time and attendance software; and
 - 2.5.2.3.3 if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by Client, and/or certifying to ADP that such consents or releases have been obtained.
- 2.5.2.4 **Retention and Purging of Biometric Data.** Client will work with ADP to ensure that Biometric Data is retained and purged in accordance with applicable law. To the extent necessary for the purging or deletion of such Biometric Data, Client agrees to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Client's failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.
- 2.5.2.5 **Storage of Biometric Data in Timeclocks.** Client agrees that it shall use a reasonable standard of care consistent with potentially applicable law to store, transmit and protect from disclosure any paper or electronic biometric data collected in timeclocks. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Client stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.
- 2.5.3 **Third Party Beneficiary.** Notwithstanding anything to the contrary in the Agreement, Client agrees that ADP and licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.
- 2.5.4 **Additional Termination Provisions for Biometric Services.** If ADP determines that Client has failed to comply with any potentially applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the Biometric Services.



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.** 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 discretion.
3. **Additional Suspension Provisions 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.



- 1 **ADP HCM Services.** Only those Services that have been purchased by Client (as listed on a Sales Order) will be applicable.
 - 1.1 **ADP Document Cloud.** Integrated solution to support maintenance and retrieval of employee-specific documents via cloud-based technology.
 - 1.2 **Benefit Services.** Benefit-related services made up of the following:
 - 1.2.1. **Health and Benefits Services.** Technology to facilitate the administration of employee benefits, including applying eligibility rules, facilitating online enrollment and changes and calculating payroll deductions within a unified system, as well as providing data to carriers through ADP carrier connection services.
 - 1.3 **Business Intelligence (which shall include Enhanced Insights and Analytics as listed on the Sale Order).** Provide tools to analyze and understand data.
 - 1.3.1. **Analytics.** Enables an employer to gain insight from data for key Human Capital Management (HCM) metrics.
 - 1.4 **Global Data Storage.** Ability to house global employee HR data (personal, employment, and job data) within HR system of record.
 - 1.5 **Human Resources Administration Services.** Administration of human resource functions using a unified system to process and audit employee lifecycle events, provide compliance tracking and reporting, including new hire reporting, and automate notification and approval processes via self-service/direct access, and also including:
 - 1.6 **Talent Acquisition Solutions.** Talent acquisition solutions (which shall include Talent Management and Activation as listed on the Sales Order) made up of the following:
 - 1.6.1. **ADP Recruitment Management Services (which shall include Recruitment and Talent Acquisition as listed on the Sales Order).** Talent recruitment management technology, including talent acquisition and on-boarding for exempt and non-exempt workforce.
 - 1.7 **Talent Management Solutions.** Technology to facilitate the administration of talent management services, including:
 - 1.7.1 **Performance Management.** Solutions and tools to facilitate the performance management process, including goal alignment, and employee engagement.
 - 1.7.2 **Compensation Management.** Solutions and tools to administer the compensation planning process.
- 2 **ADP Recruitment Management Services.** The following additional terms and conditions apply to the ADP Recruitment Management Services (applies only if Client has purchased ADP Recruitment Management Services):
 - 2.1 **Hiring Practices.** Client 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 Recruitment Management Services Application Programs.
 - 2.2 **Vendors.** Client shall be exclusively responsible all access and use of the ADP Recruitment Management Services by its vendors and such vendors' compliance with the terms of this Agreement.
- 3 **Benefit Services.** The following additional terms and conditions apply to the Benefit Services (applies only if Client has purchased Benefits Services):
 - 3.1 **Carrier Connections.** ADP will, at Client's request, and for an additional charges as set-out in the applicable Sales Order, provide Client with the following Carrier Connections services:
 - 3.1.1 ADP and Client's carrier or other third parties authorized by Client will electronically exchange data, including plan design, plan provisions and eligibility rules transmitted by ADP to carrier on Client's behalf and Client authorizes ADP and such carriers and third parties to exchange such information. Commencement of carrier connection service is subject to Client completing the configuration setup of Client Content and the format for such transmission to the designated carriers.
 - 3.1.2 ADP's ability to transmit Client Content data is subject to the provision by Client's designated carriers of a current functional interface between ADP's systems and the designated carriers' systems. ADP will not be obligated to transmit Client's data to designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in carrier connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.
4. **Human Resource Administration Services and Talent Management Services.** The following additional terms and conditions apply to the Human Resource Administration Services and/or Talent Management Services (applies only if Client has purchased Human Resource Administration Services and/or Talent Management Services):
 - 4.1. **Residents Outside the United States.** To the extent that Client uses the Human Resource Administration Services and/or the Talent Management Services to collect Personal Information about individuals resident outside the United States, Client represents and warrants: (i) the processing of that Personal Information, including the transfer itself, has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection and privacy laws; (ii) its instructions to ADP regarding the processing to be performed shall be in accordance with the applicable data protection laws; (iii) it has given the data subjects appropriate notices, and obtained any required consents; (iv) if it implements the Human Resources Administration Services and/or the Talent Management Services to collect any sensitive data elements (or special categories of data), Client shall comply with any additional requirements for the processing of these data elements; and (v) it shall be responsible for respecting all individual rights of access, correction or deletion and for responding to any individual or regulatory inquiries relating to such Personal Information.



5. **Essential ACA Services.** ADP will provide the Essential ACA solution specified in the Sales Order (and any applicable service specification) (collectively, the “Essential ACA”) to Client in accordance with the terms of this Agreement. The following terms apply if Client receives Essential ACA with Benefits Services.
 - 5.1. **Essential ACA** a technology and software solution to assist Client in managing compliance needs related to the Affordable Care Act (ACA), including eligibility calculations and affordability determinations, preparation and electronic filing of Forms 1094-C and 1095-C forms, access to evidence of benefit offering information and benefit offering audit reports. Client must use ADP Workforce Now payroll, HR and benefits services in order to purchase and implement Essential ACA. For the avoidance of doubt, all Forms filed by ADP with the IRS on behalf of Client will be filed electronically; any Forms sent to Client for its employees by ADP shall be sent in paper form, and, if Client has ADP’s iPay functionality, ADP will also make Forms accessible to Client employees electronically. It will then be Client’s responsibility to distribute the Forms directly to its employees.
 - 5.2. **Client ACA Liaison.** Client shall designate in writing to ADP the name of one person who shall serve as ADP’s principal designated contact for Essential ACA (the “Client ACA Liaison”), and such Client ACA Liaison shall have the authority to (i) provide information, instructions and direction on behalf of Client, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with Essential ACA. Client shall designate an alternate Client ACA Liaison in the event the principal Client ACA Liaison is not available.
 - 5.3. **Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE “ADMINISTRATOR” OR “PLAN ADMINISTRATOR” AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A “FIDUCIARY” WITHIN THE MEANING OF ERISA SECTION 3(21). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY CLIENT. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE CLIENT’S BENEFIT PLAN(S). ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO ESSENTIAL ACA, THE ADP APPLICATION PROGRAMS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.
 - 5.4. **Client Vendors.** Client will at its own cost make all necessary arrangements with its third party vendors to cause such vendors to send data to and receive data from ADP as required for ADP to provide Essential ACA. Client shall reimburse ADP for any costs ADP is required to bear in connection with or arising out of any such transmissions of data from and/or to such third party vendors.
6. **Onboarding Services (including ADP Workforce Now EI-9 Services).** The following additional terms and conditions apply to the ADP Workforce Now EI-9 Services (“WFN EI-9 Services”) that are part of ADP Workforce Now Onboarding Services.
 - 6.1. **Use of Services.** In order to receive the WFN EI-9 Services, Client shall, and shall cause the members of the Client Group, to do the following:
 - 6.1.1. Review the U.S. Citizenship and Immigration Services (“USCIS”) Form I-9, which is the employment eligibility verification form issued by the U.S. Department of Homeland Security (the “DHS”), including instructions in the form and the guidelines in the current USCIS Handbook for Employers: Instructions for Completing Form I-9 (M-274) (the “I-9 Handbook”), each of which is available on the USCIS website, currently located at <http://www.uscis.gov/i-9central>. Client certifies that it has reviewed the current USCIS Form I-9 and the I-9 Handbook and that it agrees to comply with the applicable policy and procedures set forth therein, and any future new or amended policies or procedures, as required by law. Client will ensure availability of the most recent version of the USCIS Form I-9 and the I-9 Handbook to all employees authorized to complete the USCIS Form I-9 on behalf of Client and/or its Affiliates.
 - 6.1.2. Client is responsible for reviewing reports available to Client on the WFN EI-9 Services and for resolving (or causing the applicable employee to take action to resolve) missing or incomplete Forms I-9. This includes communicating with the employee in question and the submission or resubmission of the missing or incomplete Form I-9.
 - 6.1.3. ADP executed a Memorandum of Understanding with the UDHS as the E-Verify employer agent. E-Verify is the DHS’s employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract. The following is required as it relates to the use of E-Verify through ADP and will apply only to the extent Client is using E-Verify through ADP:
 - 6.1.3.1. Notify ADP of (i) the location(s) where Client elects to enroll; and (ii) whether the employer is a federal contractor or a federal, state or local government organization.
 - 6.1.3.2. Execute a Memorandum of Understanding with the DHS and ADP (as its E-Verify employer agent), and comply with the terms and conditions set forth therein.
 - 6.1.3.3. Review and comply with the policy and procedures contained in the E-Verify User Manual for Employers, and any superseding policy and procedures, available to Client on the WFN EI-9 Service.
 - 6.1.3.4. To the extent the Client elects to have more than one company location participate in E-Verify, ensure all authorized users in each location have complied with all requirements of Section 6.1.2.
 - 6.1.3.5. Ensure all of Client’s authorized users (i) complete the mandated E-Verify training course and any applicable update courses administered by ADP and (ii) pass a knowledge test with the required score.
 - 6.1.3.6. Immediately notify ADP of any updates/changes to its E-Verify employer status (e.g., Client becomes a federal contractor or Client ceases being a federal contractor).
 - 6.2. **Form I-9 Retention.** During the term of the Agreement, ADP will store electronic copies of Forms I-9 in the WFN EI-9 Services for a minimum of three years from the employee’s hire date or until one year after the employee ceases to be employed by Client (or the applicable Affiliate), whichever is later (or as otherwise required by changes to federal regulations that come into effect hereafter). Upon termination or expiration of the Agreement, ADP shall use commercially reasonable



methods to transfer all electronically stored Forms I-9 to Client in accordance with ADP's current security policies. Upon termination of the WFN EI-9 Services, Client shall be solely responsible for storage of copies of Forms I-9.

HCM Best Practice Program

(a) The HCM Best Practice Program provides human capital management advice and guidance, including, without limitation, best practice accelerators (scorecard, implementation guide, configuration guide, and process flows), best practice research, performance studies, inquiry support, and peer events. Provision of the HCM Best Practice Program is limited to the United States.

(b) The HCM Best Practice Program is provided pursuant to the additional terms set forth on Appendix 1 attached hereto and made a part hereof by reference. Client agrees to the terms set forth on Appendix 1 and agrees that, solely for purposes of the HCM Best Practice Program and notwithstanding the terms of Annex A, Section 15.6 (No Third Party Beneficiaries) to the contrary, The Hackett Group, Inc. is a third party beneficiary of the terms set forth on Appendix 1.

**HCM Best Practice Program
Appendix 1**

Additional Terms

The HCM Best Practice Program (the “Program”) will provide you with access to best practices, performance metrics, research, webcasts and forums as well as direct access to HCM professionals during the Program period.

The content of the Program, which can be accessed on-line through the Hackett Member Center (the “portal”), is as follows:

HCM Best Practice Program	
Best Practice Accelerators	Access to HCM Best Practice Accelerators <ul style="list-style-type: none"> ▪ HCM Best Practice Exercise ▪ HCM Best Practice Playbook ▪ HCM Best Practice Process Flows and Procedure Documents
Best Practice Research	<ul style="list-style-type: none"> ▪ Book of Numbers™ Research Series <ul style="list-style-type: none"> ▪ 1 copy of HR and Payroll ▪ 25 Online seats to the portal <ul style="list-style-type: none"> - Process Taxonomy, Best Practices, Quick Wins, Conference Presentations, Research Repository, Webcast Archive
Measurement	Unlimited participation in Performance Studies
	Customized reports and readouts from Performance Studies
Advisor Access	Named individuals for on-demand advisor inquiry <ul style="list-style-type: none"> ▪ Inquiries limited to 5/year ▪ Additional inquiries can be purchased in blocks of 5 inquiries for \$5,000
Peer Events	<ul style="list-style-type: none"> ▪ Complimentary Pass to Executive Annual Summit (1 day; limited to senior most functional executive) ▪ Complimentary pass to the Hackett Best Practices Conference

HCM Best Practice Accelerators

Accelerator		Description
1	HCM Best Practice Exercise	The Best Practice Exercise provides Client a way of prioritizing which best practices they want to enable as part of the implementation process.
2	Best Practice Playbook	The Best Practice Configuration Guide provides Client and implementation team key configuration steps and their alignment to business decisions, best practices and configuration recommendations.
3	Process Flows & Procedure Documents	Best Practice process flows graphically depict the activities and steps involved for each key HCM process.

HCM Best Practice Program Appendix 1

Best Practice Research

Hackett research provides objective, empirically-based analysis and insight into the performance metrics and best practices of world-class companies. Research is delivered through the hard copy distribution of our Book of Numbers™ Research Series and through a continuously-updated research archive accessed during the Program period via an online Member Center.

Program members have access to a searchable online portal, which includes:

Research: an up-to-the-minute library of unbiased research reports based on Hackett data

HCM Best Practice Intelligence Center:

A comprehensive repository of Hackett intellectual property, offering best practices based on our study of world-class organizations. The only source of empirically proven best practices for enterprise G&A performance, HCM Best Practice Intelligence Center helps executives reduce risk, speed time-to-benefit, and enhance return on investment for enterprise-wide transformation initiatives.

One-click access to best practices, quick wins, process taxonomy, performance metrics, research and events associated with the Program.

Implementation considerations for best practices provide associated risk and mitigation strategies.

Measurement

Program members may access the following measurement tools:

Performance Studies: A rolling series of topical surveys on key areas of interest to the global business services management & HR communities. Clients receive a customized presentation of the findings. Past studies have addressed issues relating to Talent Management, Global Business Services, Global payroll, Talent Development and HR Globalization among others.

Advisor Access

During the Program period, the Hackett group fulfill member requests for tailored briefings using fact-based insight and recommendations into best practices and performance metrics within topical scope. Inquiries are limited to 5 per year of the Program.

Peer Events

HCM Best Practice Program members may participate in the following events:

Virtual Member Events: These events feature both advisor-led presentations showcasing an adoption-specific best practice or technique, as well as member-led discussions highlighting practices implemented in real-world settings. These sessions encourage peer interaction through learning about the successes and challenges of similar executives leading significant change initiatives. (Unlimited Attendance)

Term

The Program period runs concurrently with the Initial Term of the Agreement.

Ownership of Intellectual Property and Restrictions on Use

“Client” and The Hackett Group, Inc. (“Hackett”) agree as follows: All materials published on The Hackett Group, Inc. website or accessed through your client portal, including through the Hackett Member Center (the “portal”), including, but not limited to, statistics, metrics, information relating to best practices, research, question sets, taxonomy, templates, text, photographs, illustrations, audio clips, video clips, artwork, graphic material, or other copyrightable elements, the selection and arrangements thereof, and trademarks, service marks, trade names and any other intellectual property related to The Hackett Group, Inc.

HCM Best Practice Program
Appendix 1

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ANNEX MM

Talent Management Solutions

Client desires to receive and ADP agrees to provide the following Talent Management Solutions Services to Client.

1. Service Summaries.

1.1. Talent Management Solutions. Technology to facilitate the administration of talent management services, which may include the following modules, to the extent the same are included in the Sales Order attached to this Agreement:

1.1.1. ADP Learning Management. Solutions and tools to facilitate the career and individual development of the workforce through formal and informal learning.

2. Additional Terms. The following additional terms and conditions apply to the Talent Management Services:

2.1. Exclusive Remedy. Client's sole and exclusive remedy with respect to the Talent Management Solutions shall be against ADP, and not its suppliers, vendors or manufacturers.



Talent Management Solutions Services Data Privacy APPENDIX



This Talent Management Solutions Data Privacy Appendix (as defined below) constitutes a data processing agreement for the purposes of the GDPR (as defined below) and supplements the Agreement.

In the event of any conflict or inconsistency between this Appendix and the Agreement, this Appendix will prevail.

1. Definitions. Unless otherwise defined in this Appendix, all capitalized terms used herein shall have the meaning given to such terms in the Agreement and, if not defined in the Agreement, then based on definitions as set out in the GDPR.

1.1 **“ADP Subprocessor”** for the purposes of the Appendix and the provision of the Services under the Agreement subject to this Appendix, means any Group Company engaged by another Group Company as a Subprocessor for Client Data.

1.2 **“Appendix”** means the present Data Privacy Appendix.

1.3 **“Applicable Data Controller Law”** means any privacy or data protection laws that apply to Client as the Data Controller of such Client Data.

1.4 **“Applicable Law”** means any privacy or data protection laws that are applicable to any particular Processing activities.

1.5 **“Applicant”** means any Individual who provides Personal Data to ADP in the context of applying for a position with ADP as an Associate.

1.6 **“Archive”** means a collection of Personal Data that is no longer necessary to achieve the purposes for which the Data was originally collected, or that is no longer used for general business activities but is potentially used only for historical, scientific, or statistical purposes, dispute resolution, investigations, or general archiving purposes. Access to an Archive is limited to system administrators and others whose jobs specifically require access to the archive.

1.7 **“Associate”** means an Applicant, a current ADP employee, or a former ADP employee.

1.8 **“Client Data”** means Personal Data pertaining to Client Employees (including prospective employees, past employees, and dependents of employees) Processed by ADP in connection with providing Client Services.

1.9 **“Client Employee”** means any Individual whose Personal Data is Processed by ADP as a Data Processor for Client pursuant to the Agreement.

1.10 **“Client Support Activities”** means those Processing activities undertaken by ADP to support the delivery of its products and services. Client Support Activities may include, for example, training professionals, responding to questions about the services, opening and resolving support tickets, providing product and service information (including updates and compliance alerts), quality control and monitoring, and related activities that facilitate effective use of ADP's products and services.

1.11 **“Contingent Worker”** means a person who provides services to ADP (and who is subject to ADP's direct supervision) on a provisional or non-permanent basis, such as a temporary worker, contract worker, independent contractor, or consultant.

1.12 **“Data Controller”** means the entity or natural person which alone, or jointly with others, determines the purposes and means of the Processing of Personal Data.

1.13 **“Data Processor”** means the entity or natural person which Processes Personal Data on behalf of a Data Controller.

1.14 **“Data Security Breach”** means any incident that impacts the confidentiality, integrity, or availability of Personal Data, such as unauthorized use or disclosure of Personal Data, or unauthorized access to Personal Data, that compromises the privacy or security of the Personal Data.



1.15 **“EEA”** or “European Economic Area” means all Member States of the European Union, plus Norway, Iceland, and Liechtenstein and, for the purposes of the present Appendix, Switzerland.

1.16 **“EEA Data Transfer Restriction”** means any restriction regarding cross-border transfers of Personal Data under the data protection laws of a country of the EEA.

1.17 **“GDPR”** means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

1.18 **“Group Company”** means any legal entity that is an affiliate of Automatic Data Processing, Inc. and/or ADP, LLC, if either Automatic Data Processing, Inc. or ADP, LLC directly or indirectly owns more than 50% of the issued share capital, has 50% or more of the voting power at general meetings of shareholders, has the power to appoint a majority of the directors, or otherwise directs the activities of such legal entity.

1.19 **“Individual”** means any identified or identifiable natural person whose Personal Data is Processed by ADP.

1.20 **“Personal Data”** means any information relating to an identified or identifiable Individual. Personal Data may also be referred to as personal information.

1.21 **“Processes, Processed or Processing”** means any operation that is performed on Personal Data, whether or not by automatic means, such as collection, recording, storage, organization, alteration, use, disclosure (including the granting of remote access), transmission, or deletion of Personal Data.

1.22 **“Special Categories of Data”** means Personal Data that reveal an Individual's racial or ethnic origin, political opinions or membership in political parties or similar organizations, religious or philosophical beliefs, membership in a professional or trade organization or union, physical or mental health including any opinion thereof, disabilities, genetic code, addictions, sex life, criminal offenses, criminal records, or proceedings with regard to criminal or unlawful behavior.

1.23 **“Staff”** means, collectively, currently-employed ADP Associates and those Contingent Workers who are currently working for ADP.

1.24 **“Subprocessor Contract”** means a written or electronic agreement between ADP and a Third Party Subprocessor for the provision of the services to ADP’s Clients.

1.25 **“Subprocessors”** means, collectively, the ADP Subprocessors and Third Party Subprocessors.

1.26 **“Third Party”** means any person, private organization, or government authority that is not a Group Company.

1.27 **“Third Party Subprocessor”** means any Third Party engaged by ADP as a Subprocessor.

2. Scope of this Appendix and Purpose of Processing

2.1 This Appendix addresses the Processing of Personal Data of Client Employees by ADP in its role as a Data Processor for Clients in the course of delivering the Services under the Agreement that are subject to this Appendix, where such Personal Data is:

a. collected originally in the context of the activities of an EEA establishment of a Client, subject to EEA Data Transfer Restrictions and Processed by ADP outside the EEA in a country which has not been deemed to provide an adequate level of data protection by competent EEA institutions; or

b. collected originally in the context of the activities of an EEA establishment of a Client and Processed by ADP within the EEA or a country that has been deemed to



provide an adequate level of data protection by competent EEA institutions.

2.2 ADP shall Process Client Data (including Special Categories of Data) pertaining to Client Employees as needed to provide the Services in accordance with and for the duration of the Agreement, the Client Support Activities, pursuant to any documented instructions received from the Client, the Legitimate Business Purposes set out below, or as needed to comply with Applicable Law.

2.3 Other Legitimate Business Purposes. ADP may Process Client Personal Data pertaining to Client Employees for the following additional purposes:

- a. Hosting, storage, and other Processing needed for business continuity and disaster recovery, including making back-up and Archive copies of Personal Data;
- b. System and network administration and security, including infrastructure monitoring, identity and credential management, verification and authentication, and access control;
- c. Monitoring and other controls needed to safeguard the security and integrity of transactions (e.g. financial transactions and money movement activities) including for due diligence (such as verifying the identity of the Individual, and the Individual's eligibility to receive products or services (such as verifying employment or account status));
- d. Enforcing contracts and protecting ADP, its Associates, Clients, Client Employees, and the public against theft, legal liability, fraud, or abuse including: (i) detecting, investigating, preventing, and mitigating the harm from actual and attempted financial fraud, identity fraud, and other threats against financial and physical assets, access credentials, and information systems; (ii) participating in external cybersecurity, anti-fraud and anti-money laundering initiatives; and (iii) as needed to protect the vital interests of Individuals, such as by alerting Individuals to an observed security threat;
- e. ADP internal business process execution and management leading to incidental Processing of Client Data for:
 - (1) Internal auditing and consolidated reporting;
 - (2) Legal compliance, including mandatory filings, uses, and disclosures of information that are required by Applicable Law;
 - (3) Data de-identification and aggregation of de-identified data for data minimization and services analyses;
 - (4) Use of de-identified and aggregated data, as permitted by Clients, to facilitate analytics, continuity and improvement of ADP products and services; and
 - (5) Facilitating corporate governance, including mergers, acquisitions, divestitures, and joint ventures.

2.4 Client represents that any and all Personal Data transferred by Client or at Client's direction to ADP has been collected in accordance with Applicable Law. ADP shall notify Client if ADP considers a Client instruction to be in violation of Applicable Laws. ADP shall not be obliged to perform a comprehensive legal examination with respect to a Client instruction.

3. Security Measures and Security Incident Notification

3.1 ADP shall employ commercially reasonable and appropriate technical, physical, and organizational measures to protect Client Data from misuse or accidental, unlawful, or unauthorized destruction, loss, alteration, disclosure, acquisition, or access during the Processing, which will meet the requirements of EEA Applicable Law, or any stricter requirements, as imposed under the Agreement. ADP shall, in any event, take the measures specified in the document titled



“Security Measures, North America, EMEA and MNC”, published on the appropriate ADP website or Client-facing portal, which measures may be modified by ADP, provided that such changes do not materially diminish the level of security provided to Client Data.

3.2 Staff shall be authorized to access Client Data only to the extent necessary to serve the applicable data processing purposes set out herein. ADP shall impose confidentiality obligations on Staff who have access to Client Data.

3.3 ADP shall provide training on the obligations and principles set forth in this Appendix, and other privacy and data security obligations to all Staff with access to Client Data or responsibilities associated with Processing Client Data.

3.4 ADP shall notify the Client of a Data Security Breach as soon as reasonably possible following determination that such a breach has occurred, unless a law enforcement official or supervisory authority determines that notification would impede a criminal investigation, or cause damage to national security or a breach of trust in the relevant industry sector. In this case, notification shall be delayed as instructed by such law enforcement official or supervisory authority. ADP shall respond promptly to Client inquiries relating to said Data Security Breach.

4. Client Audit

4.1 ADP will address Client audit requests as described in this Section 4.1. ADP will answer questions asked by the Client regarding the Processing of Client Data by ADP. In the event the Client reasonably considers that the answers provided by ADP justify further analysis, ADP shall, in agreement with the Client, either:

a. provide a statement to the Client issued by a qualified independent third party assessor certifying that the ADP business processes and procedures that involve the Processing of Client Data comply with this Appendix; or,

b. make the facilities it uses for the Processing of Client Data available for an audit by Client and/or a qualified independent third party assessor reasonably acceptable to ADP and bound by confidentiality obligations satisfactory to ADP, and engaged by the Client. The Client will provide a copy of the audit report to the Global Chief Privacy Officer which shall be treated as ADP Confidential Information. Audits shall be conducted no more than once per year, per Client, during the term of the Agreement, during regular business hours, and shall be subject to (i) a written request submitted to ADP at least 45 days in advance of the proposed audit date; (ii) a detailed written audit plan reviewed and approved by ADP's security organization; and (iii) ADP's on-site security policies. Such audits will take place only in the presence of a representative of ADP's Global Security Office, ADP's Office of Privacy & Data Governance, or such person designated by the appropriate representative. The audits shall not be permitted to disrupt ADP's Processing activities or compromise the security and confidentiality of Personal Data pertaining to other ADP clients. ADP may charge Client a reasonable fee for such audit.

The present Section 4.1 supplements or clarifies the audit rights which Client may have under Applicable Law. Solely as it relates to the Client's audit provisions, in case of contradiction with the Agreement, the provisions of the Agreement shall prevail.

5. International Transfers of Personal Data & Subprocessing

5.1 ADP uses Subprocessors, both ADP Subprocessors and Third Party Subprocessors, in the regular performance of the Services. The provisions of the Agreement with respect to subcontracting continue to apply mutatis mutandis.

5.2 ADP shall publish a list of the Subprocessors involved in the performance of the relevant Client Services on the appropriate ADP website or Client-facing portal. This list shall be promptly updated in case of changes.

5.3 Third Party Subprocessors may only Process Client Data pursuant to a Subprocessor



Contract. The Subprocessor Contract shall impose similar data protection-related Processing terms on the Third Party Subprocessor as those imposed on ADP by the Agreement and this Appendix, and such terms will be not less protective than those imposed by the Agreement or this Appendix.

5.4 ADP shall provide notice to the Client of any new Subprocessors engaged by ADP for the delivery of the Services. Within 30 days of receiving such notice, the Client may object to such Subprocessor by providing written notice to ADP alleging objective justifiable grounds related to the inability of such Subprocessor to protect Client Data. In the event that the parties cannot reach a mutually acceptable solution, ADP shall, at its option, refrain from allowing the Subprocessor to access the Client Data, or enable the Client to terminate the relevant Services in accordance with the terms of the Agreement. The provisions of the present Section 5.4 shall not apply to the extent the Client instructs ADP to allow a Third Party to Process Client Data pursuant to a contract that the Client has directly with the Third Party.

5.5 In order for ADP to provide the Services pursuant to the Agreement, Client Data may be Processed by an ADP Subprocessor or Third Party Subprocessor outside the EEA, including but not limited to, entities based in the USA, Canada, Australia, Tunisia, the Philippines and India. ADP shall provide Client with all reasonable information necessary to allow Client to obtain any applicable data transfer authorization in connection with the Services.

5.6 ADP has received approval of its BCR Processor Code and as a result Client acknowledges and accepts that such BCR Processor Code shall apply instead of any previously agreed to Standard Contractual Clause or data privacy appendix. The BCR Processor Code is located at <https://www.adp.com/privacy.aspx>.

6. Requests from Client Employees or Authorities; Cooperation and Assistance

6.1 ADP shall respond promptly and appropriately to requests for assistance from the Client, as legally required, including providing information so that the Client may respond to Client Employee requests, to enable the Client to comply with its obligations under the Applicable Data Controller Law, in accordance with the Agreement. In the event such cooperation and assistance requires significant resources on the part of ADP, this effort will be chargeable upon prior notice to Client.

6.2 If ADP receives a request for disclosure of Client Data from a law enforcement authority or state security body or regulatory authority (collectively, an "Authority"), it will first assess on a case-by-case basis whether this request is legally valid and binding on ADP. Any request that is not legally valid and binding on ADP will be resisted in accordance with Applicable Law. Subject to the following paragraph, ADP shall promptly inform the Client and any required Authority of any such request which is legally valid and binding on ADP, and will request the Authority who issued the request to put such request on hold for a reasonable period, in order to enable Client and ADP to liaise and agree on appropriate next steps.

If the notification to Client of a legally valid and binding disclosure request is prohibited, such as in the case of a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation, ADP will request the Authority who issued the request to waive this prohibition and will document that it has made this request.

7. Data Return, Data Destruction

7.1 Upon termination of the Agreement, ADP shall fulfill its obligations to the Client in the Agreement with regard to the return of Client Data by providing to the Client the Client Data required for the continuity of the business activities of the Client (if the data has not been previously provided or made accessible to the Client via relevant product functionality, such as the ability to download the Client Data).

7.2 When ADP's obligations under the Agreement have been fulfilled, ADP shall securely destroy remaining copies of the Client Data, and (upon request of the Client) certify to the Client



that it has done so. ADP may maintain a copy of Client Data on Archives (a) to the extent required under Applicable Law, (b) as authorized by the Client, or (c) as needed for dispute resolution purposes. ADP shall no longer Process that Client Data, except to the extent required for the aforementioned purposes. ADP's obligations of confidentiality under the Agreement will persist for as long as ADP maintains a copy of such Client Data.

8. Notice to ADP for Special Circumstances

8.1 In the event that Client receives a notice of any claim, proceeding or investigation relating to the Processing of Client Data undertaken by ADP pursuant to the Agreement, whether it be instigated by a Client Employee or an Authority, then Client shall immediately notify ADP in writing of such circumstances.

8.2 ADP may participate, at its own expense, in such claim, proceeding or investigation and in any related settlement discussions (where applicable) directly or through counsel of its choice. Furthermore, in such circumstances, Client agrees that it shall not make any admission, settlement or other communication regarding such claim, proceeding or investigation without the prior written consent of ADP, which consent shall not be unreasonably withheld.

8.3 In case of failure by ADP to comply with this Appendix, ADP will be liable to Client or Client Affiliate(s) (where applicable) under the conditions set out in the Agreement.

9. Miscellaneous

9.1 Prior to ADP Processing Client Data and upon reasonable request, ADP will make available to Client information related to ADP's implementation of GDPR. After ADP begins Processing Client Data, such information will be available to Client in ADP's Service Center located at <https://adp4me.adp.com>, which will be updated by ADP from time to time.

9.2 This Appendix is co-terminus with the Term of the Agreement and will automatically terminate when the Agreement terminates, provided that the obligations under the present Appendix shall continue until the relevant retention period pursuant to Section 7.2 ends.

9.3 This Appendix is governed by the law governing the Agreement.

9.4 This Appendix may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client.

