

Terms And Conditions

HR Cloud, Inc. Service Agreement

THIS ONLINE SERVICES AGREEMENT (this “Agreement”) sets out the terms and conditions on which HR Cloud, Inc., a Delaware corporation (hereinafter referred to as “HRC”) provides its Customers and User(s) with access to and the use of the HR Cloud Software (the “Services”). This Agreement includes the HR Cloud Privacy Policy available at https://www.hrcloud.com/hubfs/ADP/Privacy_Statement_ADP.pdf which is incorporated into this Agreement by reference.

The terms set forth herein constitute a binding agreement between the Customer and HRC. This Agreement applies to both Trial Subscription and Paid Subscription Customers and governs Customer use of the Service however accessed, including via an Internet browser, smartphone, tablet, or other mobile device. If Customer does not agree to this Agreement, Customer may not use the Services. By choosing to purchase and use HRC Services, the Customer represents and acknowledges that it has read, understood and agreed to be bound by the terms and conditions of this Agreement. If you enter into this Agreement as an agent, officer, employee or other representative of an entity, you represent that you are duly authorized to enter into this Agreement on behalf of such entity and all of its employees, consultants and agents, and the entity you represent agrees to the terms and conditions herein.

HRC reserves the right, at its sole discretion, to modify or revise this Agreement at any time by posting an updated version or other policies or guidelines on the Site https://www.hrcloud.com/hubfs/ADP/Terms_And_Conditions_ADP.pdf. It is the Customer’s responsibility to check the Agreement terms periodically for changes. Continued use of the Services following the posting, or notification of any changes constitutes Customer’s

acceptance of those changes and agreement to abide and be bound by the Agreement, as amended. If Customer do not agree to this Agreement or an amended version of this Agreement, Customer may not use the Services.

1. Provision of Online Services.

(a) Customer hereby engages HRC, and HRC hereby agrees (subject to the terms and conditions set forth herein), to provide the Services. Customer hereby acknowledges and agrees that HRC's provision and performance of the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

(b) HRC, and not ADP or its vendors, is solely responsible for providing, maintaining, supporting and updating the Application and its associated services. HRC shall provide product support for the Application. Customer may access support via the following means: In-app help center through the help icon in the HRC application.

(c) HRC reserves the right, in its sole discretion, to modify, add, or remove portions and/or functionality of the Service, or to modify, add, or remove portions of this Agreement at any time at any time after making such modified Agreement available to the Customer. The revised Agreement will be effective immediately upon being made available to Customer. Usage of the Services after modifications to this Agreement become effective, constitutes Customer's binding acceptance of such changes. If Customer is dissatisfied with the terms of the Agreement or any modifications to the Agreement or Service, the Customer agrees that the sole and exclusive remedy is to terminate this Agreement and discontinue any use of the Services.

2. Additional HRC Responsibilities.

In connection with the performance of this Agreement, HRC shall be responsible for the following:

(a) HRC shall provide all required hosting and operations support for the applications provided through this Agreement.

(b) HRC shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

(c) Customers receive all product upgrades automatically. Product upgrade rollouts are announced via the HRC Help Center.

(d) The following activities are conducted as part of the HRC implementation: 1) HRC will assign a HRC project implementation specialist; 2) conduct project kick off conference call(s) to provide an overview of the system, review the implementation plan, and discuss deliverables timeline, project roles and assignments; 3) establish Customer's production environment.

(e) Customer has access to the online knowledge base and suggestion forum, and customer support shall be provided to Customer Monday-Friday, 5:00 AM – 5:00 PM PT (excluding HRC holidays).

3. Customer Responsibilities.

In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all laws applicable to Customer.

(b) Customer shall be responsible, as between HRC and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this

Agreement for use on HRC's system. HRC will have no responsibility or liability for the accuracy of data entered into or uploaded to the system by Customer, including without limitation Customer Data and any other data uploaded or input by users.

(c) Customer will comply with the Scope of Work associated with this agreement and refrain from: (i) providing System passwords or other log-in information to any third party except those specifically authorized to access the services in this agreement; (ii) share non-public System features or content with any third party; or (iii) access the System in order to build, assist, or facilitate the assembly of a competitive product or service, to build a product using similar ideas, features, functions or graphics of the System, or to copy any ideas, features, functions or graphics of the System. In the event that HRC suspects any breach of the requirements provided in Section 3(c), including by way of users of Customer's system, HRC may suspend Customer's access to the system for the reasonable time required to confirm or deny a breach, in addition to other lawful remedies as required.

(d) Customer will take reasonable steps to prevent unauthorized access to the System, including without limitation by protecting its passwords and other log-in information.

Customer will notify HRC immediately of any known or suspected unauthorized use of the System or breach of its security and will use best efforts to stop said breach.

(e) Customer acknowledges that HRC exercises no control over Customer's human resource practices implemented using the service or Customer's decisions as to employment, promotion, advancement, termination, notification, or compensation of any employee or authorized user of the Service. Customer further agrees and acknowledges that HRC does not have a direct relationship with Customer's employees and that Customer is responsible for all contact, questions, Data updates and collection, with Customer's employees. HRC disclaims all liability arising from Customer's decisions and from harmful

data or code uploaded to the Services by Customer and/or Customer's employees, contractors or agents.

4. Ownership, Protection and Security.

(a) The parties agree that the HRC marks and selective Customer marks may both be displayed on and through HRC's system(s).

(b) Ownership of any graphics, text, data or other information or content materials and all records and data supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this Agreement shall remain with Customer, and HRC shall cease use of all such material upon termination of this Agreement. HRC's logos, including the "powered by" logo, will appear on the "employment opportunities", "job description" and other HRC hosted pages.

(c) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any licenses or other rights with respect to HRC's software system (source code or object code) other than the right to receive Services as expressly provided herein. HRC shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with HRC's software system and Services and all components thereof and associated documentation, except as expressly provided herein. Customer receives no rights to the Licensed Software other than those specifically granted. Without limiting the Services, Customer will not: (i) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Licensed Software; or (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Licensed Software's source code.

(d) Customers and End Users will not (i) decompile or reverse engineer the ADP Marketplace or take any other action to discover the source code or underlying ideas or algorithm of any components thereof, (ii) copy the ADP Marketplace, (iii) post, publish or

create derivative works based on the ADP Marketplace, or (iv) remove any copyright notice, trade or service marks, brand names and the like from the ADP Marketplace or related documentation.

(e) HRC grants to Customer a limited license during the term of this Agreement to use and reproduce HRC's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer's standard guidelines and requirements for use of such trademarks and logos.

5. HRC Representations and Warranties.

(a) HRC represents, warrants, and covenants as follows: (i) the Software will perform substantially in accordance with the ADP Market Place Listing; and (ii) HRC warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. HRC DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. HRC DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* HRC DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE HRC SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART

ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH HRC WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, HRC CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, HRC DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. Publicity.

During the term of this Agreement, and unless otherwise agreed to by Customer and HR Cloud, HR Cloud may disclose Customer's name as a customer of HR Cloud and Customer hereby grants HR Cloud the right to display the Customer's name, company, and logo in HR Cloud's marketing materials and on HR Cloud's public website. All displays of Customer's name, company, and logo will be made in accordance with the branding guidelines Customer may provide to HR Cloud.

7. Nondisclosure.

Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential

Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Public Records Act of the State of California, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law. In association with HRC's concern for the protection of trade secrets, Confidential Information, and fair market competition, Customer acknowledges all photos, "screen captures", videos, or related media of HRC products, pages, and related documentation shall be approved by HRC prior to any publicly accessible disclosure of such media.

8. Liability Limitations

(a) Subject to the remainder of this Section 8, HRC shall indemnify, defend and hold harmless Customer and its employees from and against any and all suits, actions, damages, costs, losses, expenses (including reasonable outside attorneys' fees) and other liabilities (each, a "Claim") arising from or in connection with allegations that the Application or any related services violates or infringes any intellectual property right of a third party, invades or infringes any right of privacy, or right of publicity, of any person or entity. Developer shall, at its sole expense, conduct the defense of any such Claim and all

negotiations for its settlement or compromise; provided, however, that: (i) no settlement or compromise of such a Claim shall be entered into or agreed to without Customer's prior approval (not to be unreasonably withheld or delayed); and (ii) Customer shall have the right to participate, at its own expense, in the defense and/or settlement of any such Claim to the extent necessary to protect its own interests.

(b) Subject to the remainder of this Section 8, Customer agrees to indemnify, defend and hold harmless HRC, and its affiliates, officers, agents, and employees from and against any costs, damages, expenses (including reasonable attorneys' fees), judgments, losses and other liabilities (including amounts paid in settlement) incurred as a result of any third party action, claim, demand, proceeding or suite to the extent arising from or connected with Customer's use of the Software and/or Service in breach of this Agreement.

(c) Customer acknowledges and agrees: (i) that HRC has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by HRC, Customer is solely responsible (as between HRC and Customer) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(d) OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, HRC DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. HRC SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.

(e) UNDER NO CIRCUMSTANCES SHALL HRC'S TOTAL LIABILITY TO CUSTOMER OR ANY OTHER PERSON, REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF ACTION (WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EXCEED THE AGGREGATE AMOUNT OF FEES AND REVENUE RECEIVED BY HRC HEREUNDER FOR THE THEN-EXISTING TERM PERIOD PROVIDED, HOWEVER THAT THE FOREGOING LIMITATIONS SET FORTH IN THIS SECTION 8(E) SHALL NOT APPLY TO ACTIONS BROUGHT UNDER 8(A) ABOVE OR TO ANY INJURY TO PERSONS OR DAMAGES TO PROPERTY ARISING OUT OF HRC'S GROSS NEGLIGENCE OR WILLFUL, GROSS MISCONDUCT.

(f) HRC HEREBY DISCLAIMS ON BEHALF OF ADP AND APPDIRECT ANY EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS OR WARRANTIES, AND ALL OTHER WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

(g) Customer's and End Users' sole and exclusive remedies shall be against HRC. ADP and App Direct shall have no liability or obligation to Customers or End Users.

9. Term and Termination.

(a) This Agreement and Subscription to the Services shall commence as of the date hereof specified upon payment and remain in effect in for one (1) year (the "Term") unless terminated by either party as set forth herein. All subscriptions will automatically renew for periods equal to the initial Term (and Customer will be charged at the then-current rates) unless Customer cancels the Services prior to the Renewal Date. If Customer elects to use the Services for a Trial Subscription and does not purchase a subscription before the end of such period, this Agreement will expire at the end of the Trial Subscription.

(b) HRC reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation, public policy.

(c) Customer shall have the right to Terminate this Agreement at any time. Customer is solely responsible for the proper cancellation of the Services. Customer may cancel the Services at any time by emailing support@hrcolud.com.

(d) In the event the Customer terminates the Agreement prior to the end of the then-current Term, the Customer will not be entitled to any credit or refund for the prepaid fees for any period of the Term remaining after the date of termination.

(e) Upon termination Customer is entitled to receive associated data files from the system. For data residing on HRC systems for more than ninety (90) days after the date of expiration and termination of this Agreement, HRC retains the right to purge such data from HRC systems without additional consent from the Customer.

10. Payments.

(a) For each Renewal Term, HRC will continue to provide Customer with the Services, and will provide maintenance and support services as described herein. HRC may at any time, upon notice of at least 90 days or a longer period if required by Applicable Law, change the price of the Services or any part thereof, or institute new charges or fees. Price changes and institution of new charges implemented during the then-current Term will come into effect for any subsequent Term and to all new subscribers. If Customer does not agree to any such price changes, then Customer must cancel this Agreement and stop using the Services prior to the commencement of the renewal subscription period for which the price change applies.

(b) In the case of nonpayment, HRC may suspend access to the Services upon any such nonpayment. Where Customer fails to cure such nonpayment within 10 business days, HRC may terminate this Agreement. Customer acknowledges and agrees that it shall be liable for any outstanding payment to HRC, or either party may terminate this Agreement as applied to Section 9.

(c) Customer will pay all taxes, duties and levies imposed by all federal, state and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on HRC's net income, or those exempt by state law. Customer shall provide HRC within ten (10) days of request of such exemption.

11. Force Majeure.

HRC shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond HRC's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

12. Miscellaneous.

(a) Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to conflict of law rules. Any legal action or proceeding with respect to this Agreement must be brought in the courts of the State of California, and or the courts of the United States of America in the

Central District of California. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

(b) If any provision of this Agreement is found void or unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. If any remedy provided is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages set forth in the Limited Warranty shall remain in full force and effect.

(c) ADP and AppDirect are third party beneficiaries of the above described terms and each are entitled to enforce such terms as if they were a party to this agreement.

If Customer has any questions about the Service or this Agreement, Customer may email at support@hrcloud.com or legal@hrcloud.com.