



## TERMS OF SERVICE

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

You may purchase consulting services from ADP to assist with your development efforts. The rate for consulting services is \$250/hour. ADP will not perform and you will not be charged for any services unless agreed to by both parties in writing in advance.

You further agree:

1. ADP, and not AppDirect, is solely responsible for providing, maintaining, supporting and updating the Application and its associated services. ADP shall provide product support for the Application.
2. ADP HEREBY DISCLAIMS ON BEHALF OF APPDIRECT ANY EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS OR WARRANTIES, AND ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
3. You and your end users' sole and exclusive remedies shall be against ADP and not against AppDirect. AppDirect shall have no liability or obligation to You or your end users.
4. You and your end users will not (i) decompile or reverse engineer the ADP Marketplace or take any other action to discover the source code or underlying ideas or algorithm of any components thereof, (ii) copy the ADP Marketplace, (iii) post, publish or create derivative works based on the ADP Marketplace, or (iv) remove any copyright notice, trade or service marks, brand names and the like from the ADP Marketplace or related documentation.
5. AppDirect is a third-party beneficiary of the above described terms and is entitled to enforce such terms as if it each were a party to this agreement.