

TERMS OF SERVICE

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

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

Recurring Open Enrollment Support

Client desires to receive and ADP agrees to provide the following ADP Recurring Open Enrollment Support Service to Client.

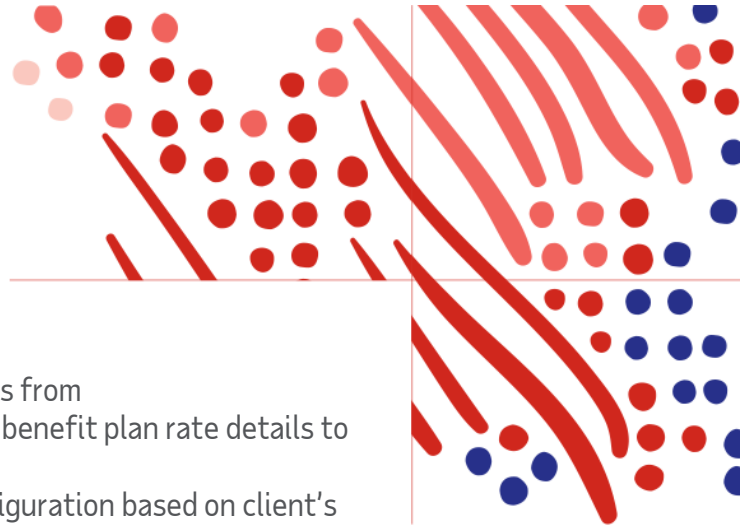
1. Service Summary.

1.1. Recurring Open Enrollment Support. One-on-one appointments with a dedicated Open Enrollment Specialist. The Open Enrollment Specialist will support client through system configuration and setup but will never make changes on behalf of client. The Open Enrollment Specialist will connect with client at each Open Enrollment milestone, from project preparation to finalizing the first payroll with client's new benefits elections. The Open Enrollment Specialist is Client's the first point of contact for all Open Enrollment-related items. Items outside the Open Enrollment Project scope can be directed to client's dedicated inbound service team. Most Open Enrollment projects can be completed in 3-5 hours.

2. Responsibilities.

2.1. Client Responsibilities.

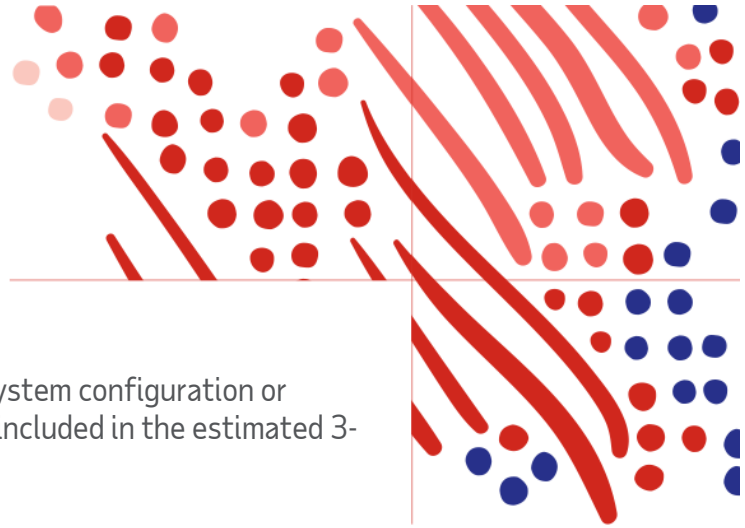
- Review Service Connect for any updates during the Open Enrollment ("OE") process
- Complete Open Enrollment Center in ADP Workforce Now ("WFN") (Setup > Benefits > Open Enrollment Center)
- Review Open Enrollment Resource Guide & Learning Bytes found in Open Enrollment Center.



- Obtain and understand benefit plan details from broker/provider/carriers and convert new benefit plan rate details to monthly amounts.
- Update ADP Workforce Now system configuration based on client's benefit plans and OE specifications (benefit plan setup, employee self-service, Open Enrollment Profile, deduction codes, and reports).
- Maintain relationships with carrier and/or vendors
- Obtain EDI (Electronic Data Interface) contact information for each carrier connection and obtain updated Account Structure details if there are new plans associated with existing carrier connections. The Account Structure must be received 7-10 business days before the OE file runs in order to guarantee data will flow over in a timely manner
- Provide the open enrollment file delivery date to the Open Enrollment Specialist
- Confirm file delivery and accuracy with carrier(s) once open enrollment file(s) are delivered
- Run Open Enrollment Reports (Enrollment Profile Activity, Employee Enrollments, Employee and Dependent/Beneficiary Enrollments).
- Review deduction changes in employee deduction fields, and any applicable auditing reports.
- Review payroll schedule and determine deduction timing; apply deduction rules if necessary.
- Update life events, new hire and work event profiles with any new plans added during Open Enrollment.

2.2. Open Enrollment Specialist (OES) Responsibilities.

- Answer questions about making WFN system configuration changes and generating defined reports.
- Review the impact of ADP Workforce Now system configuration changes on client's carrier connections.
- Coordinate with ADP Connection Services Team to ensure carrier connection files are updated based on WFN configuration changes and Open Enrollment files are scheduled. The OES does not physically program or change the file; this is handled by the ADP Connection Services Team.
- Review deduction rules based upon client-determined payroll schedule modifications.



- Troubleshoot any issues that arise from system configuration or setup. This type of additional work is not included in the estimated 3-5-hour timeframe for project completion.

You further agree:

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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.