

## Additional Terms Applicable to ADP® Workforce Manager Services

### Article 1. The Services

- 1.1. The **ADP® Workforce Manager Services** (the “WFM Services”) that are the subject of these Additional Terms Applicable to ADP® Workforce Manager Services (this “Exhibit”) are described throughout this Exhibit and at the following Attachments. This Exhibit may be updated upon notice to Client.

Attachment 1: Workforce Manager Cloud Guidelines

Attachment 2: Acceptable Use Policy (“AUP”)

- 1.2. Client’s Authorized Users may access the WFM Services on behalf of Client. “Client’s Authorized Users” are any individual or entity that directly (or through another one of Client’s Authorized Users) accesses or uses the WFM Services by virtue of any login credentials or passwords Client uses to access the WFM Services. Client is responsible for all actions taken by Client’s Authorized Users. Client will ensure that Client’s Authorized Users comply with Client’s obligations under this Agreement, including without limitation ensuring that such Authorized Users are under obligations of confidentiality pursuant to a written agreement. Unless ADP breaches its obligations under this Agreement, ADP is not responsible for unauthorized access to Client’s account, nor activities undertaken with Client’s login credentials, nor by Client’s Authorized Users. Client should contact ADP immediately if Client believes an unauthorized person is using Client’s account or that Client’s account information has been compromised.
- 1.3. If any terms set forth in this Exhibit conflict with terms set forth in the Agreement, the terms set forth in this Exhibit shall prevail.

### Article 2. Information, Confidentiality, Security and Privacy

#### 2.1. Certain Uses

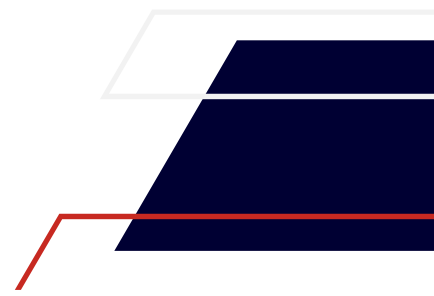
2.1.1. “Client Data” is any content that Client or Client’s Authorized Users post to or input into the WFM Services. Client owns Client Data. Client is solely responsible for Client Data, including ensuring that Client Data complies with the Acceptable Use Policy (AUP) and all applicable laws and regulations.

2.1.2. Client agrees that Client Data shall not include categories of data fields that are not required for the provision of the WFM Services, including but not limited to the following types of data: financial account numbers linked to an individual; payment card information; medical records or health data relating to an individual; any records from a US or non-US consumer reporting agency (including, for example, credit reports) and any data falling within the definition of “Special Category Data” pursuant to the EU General Data Protection Regulation (EU/2016/679) unless required for the WFM Services. ADP and its subcontractor, UKG Kronos Systems, LLC (formerly Kronos Incorporated) (“Subcontractor”), do not accept responsibility for Client’s use of the aforementioned categories of data that are the subject of a post or input to the WFM Services.

#### 2.2. Security and Privacy

2.2.1. Client will not provide any third party with access credentials to the WFM Services and will safeguard and compel all users to safeguard the access credentials. Client will be responsible for all acts and omissions of its users. Client will notify ADP promptly if it learns of any unauthorized use of any access credentials or any other known or suspected breach of security.

2.2.2. ADP or Subcontractor, on the one hand, and Client on the other hand, shall each comply with their respective obligations pursuant to the Data Privacy Appendix, which is an integral part of the



Agreement between Client and ADP for the WFM Services. In the case of any conflict or inconsistency between the terms of the Agreement and the terms of the Data Privacy Appendix with respect to data protection or security, the terms of the Data Privacy Appendix shall prevail.

### Article 3. Warranty

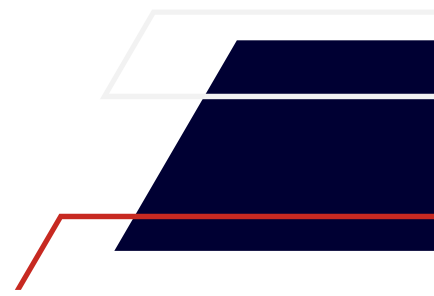
ADP warrants during the term of the Agreement that the WFM Services, under normal operation as specified in the published documentation for the WFM Services, and when used as authorized under the Agreement, will perform substantially in accordance with such documentation. ADP DISCLAIMS ALL OTHER WARRANTIES ON THE WFM SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### Article 4. License

- 4.1. Client may use the WFM Services solely for its internal business purposes subject to and conditioned on compliance with these terms. The WFM Services are provided with a limited right to use and are not sold, and ADP and Subcontractor reserve and retain all rights in the WFM Services that are not expressly granted in these terms. Subcontractor has and shall maintain all ownership of all rights, title, and interests in the WFM Services and related documentation, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights, trademarks, brands, and other intellectual property rights pertaining thereto). There will be no "work for hire" created as part of the WFM Services and all works, customizations, models and developments created as part of the WFM Services shall be considered as a part of the WFM Services. Except as expressly provided in these terms this exhibit, no other use of the WFM Services is permitted. Client may not, and may not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the WFM Services, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the WFM Services; (b) license, sell, transfer, assign, distribute, or outsource use of the WFM Services or related documentation, or provide service bureau, data processing, or time sharing access to the WFM Services, or otherwise use the WFM Services to provide services for third parties; (c) create Internet "links" to the WFM Services or "frame" or "mirror" the WFM Services on any other server, or wireless or Internet-based device; (d) access or use the WFM Services or related documentation to build or support, directly or indirectly, products or services competitive to the WFM Services; (e) interfere with or disrupt the integrity or performance of any WFM Services or any data contained therein; (f) attempt to gain unauthorized access to any WFM Services or its related data, systems, or networks; or (g) remove or alter any proprietary notices or marks on the WFM Services or related documentation.
- 4.2. As part of the WFM Services, ADP will provide Client access to and use of various technologies ("Technology"). ADP or our Subcontractor own all title or possess all intellectual property rights in and to the Technology and WFM Services. Client has a right to use this Technology subject to this Agreement and solely to receive the WFM Services. No other use of the Technology is permitted. Client is specifically prohibited from reverse engineering, disassembling or decompiling the Technology, or otherwise attempting to derive the source code of the Technology. Client may not contact third party licensors or suppliers, including without limitation our Subcontractor, for direct support of the Technology.
- 4.3. The WFM Services do not include development tools for the Boomi Atmosphere Service, even if access to the Boomi AtomSphere Service by Client is possible, Client may not use administrative rights to log in to the Boomi AtomSphere Service for purposes of utilizing design and development tools.

### Article 5. Suspension

Client is responsible for Client's and Client's Authorized User's compliance with the AUP. ADP and our Subcontractor reserve the right to review Client's use of the WFM Services and Client Data for AUP enforcement. If ADP or our Subcontractor discover an AUP violation, and it is reasonably determined that immediate action must be taken to prevent further harm, the WFM Services may be suspended immediately without notice. In such event, ADP will promptly contact Client to discuss the violation and steps needed to remedy the violation so that the WFM Services

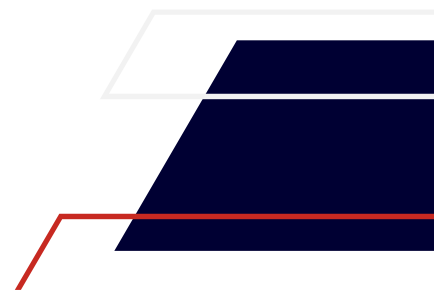


may be restored as soon as possible. If ADP or our Subcontractor determines that the violation does not require suspension, ADP will notify Client of the AUP violation and discuss remediation steps.

Article 6. Effects of Termination

6.1. If the WFM Services are terminated in accordance with the terms of the Agreement:

- 6.1.1. Client's right to use the WFM Services will end as of the effective date of termination, but Client will have thirty (30) days after the effective date of termination to access the WFM Services for purposes of retrieving Client Data through tools that will enable Client to extract Client Data. If Client requires longer access to the WFM Services after the 30th day following the effective date of termination to retrieve Client Data from time to time, such access will be subject to additional fees and otherwise subject to the terms of this Agreement.
- 6.1.2. Client Data will be deleted after Client's rights to access the WFM Services and retrieve Client Data have ended. Client Data will be deleted in a series of steps in accordance with our Subcontractor's standard business practices, including system backups. Final deletion of Client Data will be completed when the last backup that contained Client Data is overwritten.
- 6.1.3. Provisions in this Exhibit which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Exhibit will so survive.

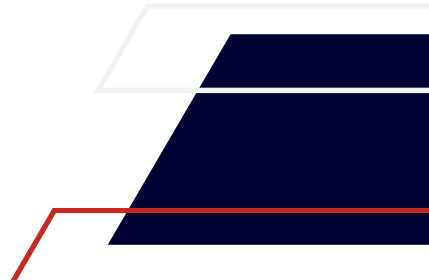




Attachments to Exhibit 1

Attachment 1: ADP® WORKFORCE MANAGER Cloud Guidelines

Attachment 2: Acceptable Use Policy



## ATTACHMENT 1 ADP Workforce Manager Cloud Guidelines

Solution Definition	
<b>Tenants included</b>	<p>One standard production tenant</p> <p>One partial copy non-production tenant limited to 18 months of data</p>
<b>Additional tenants</b>	Additional partial copy tenants available for purchase invoiced monthly
Connectivity	
<b>Connectivity to Service</b>	<p>The Client's end users connect to WFM Services applications via a secure SSL/TLS connection over the internet. Cooperation between ADP and Client's IT staff may be required to enable access. ADP will assist with validating site connectivity but assumes no responsibility for the Client's internet connection or ISP relationships.</p> <p>ADP-related internet traffic cannot be filtered by proxy or caching devices on the client network. ADP Workforce Manager supports vanity URL, utilizing a single domain.</p>
<b>SFTP accounts</b>	<p>The ADP Workforce Manager cloud SFTP service provides a generic endpoint for Client to push and pull files —such as people import, payroll, accruals, schedules, punches, drivers, and more — to and from the ADP Workforce Manager cloud in support of Workforce Manager integrations.</p> <p>The service includes two SFTP managed service accounts that Client may use to automate their integrations with the ADP Workforce Manager cloud. All managed service account logins use public key authentication to secure files in transit. Transfers of files up to 100MB are supported. Client may also purchase additional managed service accounts.</p> <p>User accounts for individual (named) Client login are not supported by the SFTP service.</p>
Usage	
<b>Secure file transfer limits</b>	<p>Integration with WFM Services using the Subcontractor Cloud SFTP service is subject to the following limits:</p> <ul style="list-style-type: none"> <li>- 20 active concurrent sessions per SFTP account</li> <li>- File size transferred per SFTP session not to exceed 100MB</li> <li>- Storage quota of 10GB per SFTP account</li> </ul> <p>The above are subject to change.</p>
<b>Key performance indicators (KPIs)</b>	<p>KPIs can be used to monitor and control business targets and thresholds. Many KPIs are delivered to the Client to track common workforce metrics such as overtime and labor costs. The Client has the option to build additional organization-specific KPIs using the KPI Builder. The number of active KPIs used with WFM Services applications will be limited to 200 per Client.</p>
<b>API usage</b>	<p>Data can be accessed through APIs. ADP and its Subcontractor reserves the right to limit usage of APIs to preserve the integrity of the system. Data usage limitations will be measured on a per-minute basis. The expected volume of API calls may be exceeded by building</p>



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	additional applications using APIs or routinely extracting large volumes of data to support an external data warehouse.
<b>Policies</b>	
<b>Data refresh</b>	Client can request that a copy of production tenant be moved to its non-production tenant once per week — up to the limit of data allowable in the non-production tenant.
<b>Application updates</b>	Maintenance updates will be automatically applied as needed. New software releases will be automatically applied according to the release schedule when generally available to ADP clients.
<b>Data retention</b>	Customers can store production data during the Term, provided they perform “Payroll Signoff” per the product documentation.  After the WFM Services are terminated, the terms of Article 6 (Effects of Termination) will apply.
<b>Termination support</b>	Upon termination of the WFM Services, ADP will provide access to the service for an additional 30 days so the Client may extract data.
<b>Disaster recovery</b>	Recovery time  objective: 24 hours
<b>Encryption</b>	Data encryption in transit and at rest is included.
<b>Maintenance window</b>	Four hours once a week, according to defined standard schedule, which is subject to change:  Thursday, midnight – 4:00 a.m. EST
<b>Data usage</b>	ADP or its Subcontractor has the right to use scrubbed system data to generally improve the look, feel and operating performance of the service.
<b>Third parties</b>	The Client may contract with a third party to configure and/or implement ADP Workforce Manager applications. The Client will be responsible for creating users in the system for the third party to access the application and for maintaining the permissions those users have within the application.  Dedicated service and support accounts can be accessed only by ADP’s or its Subcontractor’s personnel or contractors.
<b>Legal Hold</b>	ADP or its Subcontractor will comply with applicable laws and regulations when responding to subpoenas and inquiries from government agencies after consultation with Clients when applicable and possible. In the event that Client is subject to a subpoena, litigation discovery request, or government inquiry directed at Client data or documents that are solely within the control of ADP or its Subcontractor, ADP or its Subcontractor will, at the Client’s request, make commercially reasonable efforts to provide assistance to the extent that it is technically feasible. The Client will reimburse ADP or its Subcontractor for the costs that are incurred to provide such assistance, such as professional services fees, copying, delivery, and other handling expenses. Subject to the above, ADP or its Subcontractor will produce the relevant data or documents. Except at its sole discretion or if legally required to do so, ADP or its Subcontractor will not entertain requests to store or host legacy or archived Client data or documents for these purposes. ADP or its Subcontractor periodically reviews all matters subject to legal hold, including data that is being retained.



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## ATTACHMENT 2 Acceptable Use Policy

The Acceptable Use Policy set forth at [www.ukg.com/acceptable-use-policy](http://www.ukg.com/acceptable-use-policy) (the “**Policy**”) describes prohibited uses of the Workforce Manager Services (“WFM Services”). In accordance with the Agreement, Client agrees to use the WFM Services in accordance with the latest version of the Policy, which may be modified at any time.

For the purposes of the Policy, “Customer” shall mean Client, “UKG” shall mean ADP’s subcontractor UKG Kronos Systems, LLC, and “Services” shall mean the WFM Services. In the event of a discrepancy between the Policy and the Agreement, the Agreement shall prevail.

