



GoCo Service Agreement

This Service Agreement is effective from June 22nd, 2020. You can view the previous Service Agreement [here](#).

This GoCo Service Agreement (“Agreement”) is made and entered into by and between GoCo.io, Inc., a Delaware corporation, (either the “*Company*” or “GoCo”) and you (either a “*Client*” or “You”) as of the date set forth on the time stamp collected when accepting this Agreement online (the “*Effective Date*”).

THIS AGREEMENT GOVERNS YOUR RIGHTS AND RESPONSIBILITIES RELATING TO ACCESS AND USE OF THE SERVICES MADE AVAILABLE BY THE COMPANY. IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICES, FREE SERVICES, OR ACCESS TO ANY BETA SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN SUCH FREE TRIAL, FREE SERVICES, AND BETA SERVICES.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION CLAUSE, A WAIVER OF JURY TRIAL AND A WAIVER OF CLASS ACTION TYPE RELIEF.

BY REGISTERING FOR AN ACCOUNT, BY USING OR LOGGING INTO THE SERVICE, OR BY EXECUTING AN ORDER FORM SUBJECT TO THIS AGREEMENT, YOU INDICATE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT INCLUDING THE PROVISIONS RELATED TO COLLECTION, STORAGE, USE AND PROTECTION OF PERSONAL INFORMATION. YOU MUST READ AND AGREE TO THE TERMS OF THIS AGREEMENT BEFORE YOU MAY ACCESS AND USE THE SERVICES. IF YOU DO NOT AGREE WITH ANY OF THE TERMS BELOW, YOU MAY NOT USE THE SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT AS A REPRESENTATIVE OF AN ORGANIZATION, YOU REPRESENT AND

WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ORGANIZATION AS THE CLIENT TO THIS AGREEMENT INCLUDING ALL OF THE TERMS AND CONDITIONS HEREIN, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH CLIENT FOR WHICH YOU ARE A REPRESENTATIVE.

NOTWITHSTANDING THE FOREGOING, YOU MAY NOT ACCESS THE SERVICES IF YOU ARE A COMPETITOR OF THE COMPANY OR FOR ANY MONITORING, BENCHMARKING OR COMPETITIVE PURPOSES.

WHEREAS, the Company is engaged in the business of promoting, providing, maintaining, supporting, and improving a cloud-based SaaS software platform for human resources and benefits administration called the GoCo Platform and developing other software relating to such fields of business and related fields; and

WHEREAS, the Client desires to subscribe to the Services and allow use of the Services by its Authorized Users, subject to the following terms and conditions.

NOW, THEREFORE, for the mutual promises contained herein and for other good and valuable consideration set forth herein, the parties agree as follows:

Definitions.

“Authorized User” means an individual (e.g, an employee or other personnel) who is authorized by the applicable Client to use the Services, and to whom the Company has allowed access through a user identification and password.

“GoCo Platform” means the cloud-based SaaS software platform for human resources and benefits administration and other product and services related to such fields of business and fields, as further described at <https://www.goco.io/features/>.

“Beta Services” means new products and services that have not been made commercially available, which the Company may offer to Client for free for a specified amount of time for market testing and improvement purposes.

“Client Data” means all electronic data and information to or through the Services by the Client or its Authorized User.

“Client Full Access Administrator” – is an Authorized User who has top level access to manage all aspects of the Clients interaction with the GoCo Platform on behalf of the Client.

“Client Limited Access Administrator” is an Authorized User who has access beyond that of an Authorized User but not equal to a Client Full Access Administrator to enable such person to manage some but not all of the Clients interaction with the GoCo Platform on behalf of the Client.

“Documentation” is Company’s articles and guidelines for using Services, which are located at <https://help.goco.io/>, and which may be updated from time to time.

“Free Services” means any Services that the Company makes available to You free of charge; except that “Free Services” does not include Services offered in relation to a free trial or Purchased Services.

“Free-Trial Services” means any Services that the Company makes available to You free of charge for a limited time in order for You to evaluate the Services to determine if use after the free time period is desirable.

“Non-GoCo Products & Services” means any product or service (regardless of whether it is web-based, mobile-based, offline or in any other form) that was not created by or for the Company and is not owned by the Company, and that interoperates with any of the Services.

“Order Form” means a mutually agreed to ordering document which refers to this Agreement and includes a description of the Services to be provided, the start date and term applicable to the Services, and associated fee and payment information, that is entered into between You and the Company.

“Partner” is a party that entered into a Partner Agreement (i.e., a reseller agreement) with the Company to obtain Partner Access to the Services and

associated rights and obligations including the ability to market, sell, provide and/or manage its Clients' access to the Services.

“Purchased Services” means any Services that You or the Partner with which you are associated purchased and for which an Order Form or Partner agreement was generated; except that “Purchased Services” does not include Free Services, Free-Trial Services, or Beta Services.

“Services” means the GoCo Platform, Beta Services, Documentation, and all other services as provided by Company, including those provided through <https://www.goco.io/> any mobile application made available by the Company.

1. Provision of Services Generally; Support. The Company will make the Services available to the Client promptly following the Effective Date in accordance with the terms of this Agreement and any applicable Order Form. This agreement not restrict the Company from providing or performing the same or similar services for any third party. The Company reserves the right in its sole discretion to (i) amend, modify or withdraw any portion of the Services at any time for any reason it deems sufficient, or (ii) cease providing all or any portion of the Services. Any and all requests for support and maintenance relating to the Services by an Authorized User should be first directed to his or her employer or the Partner through which the employer obtains the contract regarding these Services, at the option of the Client. Of course, Client should feel free to reach out directly to Company the Partner that was contacted initially cannot adequately handle any requests. Services are provided under subscriptions and purchased services may be added during a subscription term under the terms specified in an Order Form including terms relating to pricing and subscription period. The Company, subject to the terms and conditions of and except as otherwise provided in this Agreement, grants to the Client during the Term a limited, non-exclusive, non-transferable and non-assignable right to access and use the Services and Documentation solely for Client's own internal business purposes for human resources and benefits administration within the territory designated in the applicable Order Form.

2. Provision of Purchased Services; Support. The Company will provide applicable Company standard support solely for the Purchased Services to You at no additional charge (and/or an upgraded level of support if offered and purchased as part of the Purchased Services), and will use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which the Company shall use reasonable efforts to provide advance electronic notice), and (ii) any unavailability caused by circumstances beyond the Company's reasonable control, including, for example, any act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving the Company employees), Internet service provider failure or delay, denial of service attack, or any event relating to any Non-GoCo Applications & Services.

3. Fees for Purchased Services. The Client (or its Partner) will pay all fees specified in the Order Forms applicable to each of the Services. Except as otherwise specified in this Agreement or in an Order Form, (i) fees are based on Services subscriptions purchased according to the usage tiers specified in the applicable Order Form, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

(i) Payment. You will provide the Company with credit card information or bank account information (or You will be billed via invoicing if You are prequalified to make payment in such manner). If You provide credit card information or bank account information to the Company, You authorize the Company to charge such credit card or withdraw via ACH from such bank account any and all fees for all Services as listed in an Order Form for the initial subscription term and for any renewal subscription terms that apply. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. In the case in which You are prequalified to make payment via invoicing, the Order Form will indicate that payment is allowed by such method and You will be required to provide payment in advance or otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due within thirty (30) days of the invoice date, provided that, You will not be provided with access

to the associated Purchased Services until payment is received (unless the Company provides written consent for access prior to receipt of payment). You are responsible for providing accurate billing and contact information to the Company and notifying the Company of any changes to such information.

(ii) Overdue Charges. If any invoiced amount is not received by the Company by the due date in the Order Form, then without limiting Company's rights or remedies, (a) those charges will be subject to a late payment penalty at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) the Company will have the option to condition future subscription renewals and Order Forms on payment terms shorter than those specified in previous Order Forms and/or this Section 3.

(iii) Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for any Services is thirty (30) days or more overdue, You hereby authorize the Company to charge Your credit card or bank account for the outstanding balance that is due. If the outstanding balance that has been due for thirty (30) days or more cannot be collected by Us after two successive attempts, the Company has the option to, without limiting its other rights and remedies, accelerate all unpaid fee obligations under your Order Form subscriptions so that all such obligations become immediately due and payable, and suspend Your ability to obtain Services until such amounts are paid in full. Other than for Clients paying by credit card or direct debit whose payment has been declined, the Company will give You at least fifteen (15) days' prior notice that Your account is overdue before suspending services to You.

(iv) Payment Disputes. If You dispute any overdue charges with a reasonable argument and in good faith and are cooperating with Company to resolve the dispute, the Company will not exercise our rights relating to imposing interest, accelerating payments or suspending any of the Services.

(v) Taxes. The fees for Services do not include any taxes, levies, duties or other governmental assessments of any kind, including, for example, sales, use, value added, or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases

hereunder. If the Company has the legal obligation to pay or collect Taxes for which You are responsible, the Company will include such amounts on the Order Form and You will include payment for the amount associated with Taxes unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For avoidance of doubt, the Company is solely responsible for any taxes assessable against it based on its business including that associated with income, property and employees.

4. Provision of Free Services; Support. If You register for any Free Services, the Company will make one or more Free Services available to You free of charge subject to the terms and conditions of this Agreement including, but not limited to, any time and usage limits specified in this Agreement, and subject to any other time and usage limitations of which you are made aware through the Services, an Order Form or separately by the Company. Usage over any of the specified limits will require Your purchase of additional resources or services. You agree that the Company, in its sole discretion and for any or no reason, may terminate your access to the Free Services or any part thereof. You agree that any termination of your access to the Free Services may be without prior notice, and you agree that the Company will not be liable to you or any third party for such termination. You are solely responsible for maintaining a backup of Client Data on a periodic bases and for extracting the most up to date version of Client Data from the Free Services prior to termination of Your access to the Free Services for any reason; provided that, if the Company terminates Your access, the Company will provide You a reasonable time period in which to retrieve Client Data.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, YOU SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO THE COMPANY FOR ANY DAMAGES ARISING OUT OF YOUR USE OF THE FREE SERVICES, ANY BREACH BY YOU OF THIS AGREEMENT DURING USE OF THE FREE SERVICES, AND ALL OF YOUR INDEMNIFICATION OBLIGATIONS THAT ARISE DURING USE OF THE FREE SERVICES HEREUNDER.

5. Provision of Free-Trial Services; Support. If You register for Free-Trial Services, the Company will make one or more Free-Trial Services available to You on a trial basis free of charge until the earlier of: (a)

the end of the free trial period for which You registered to use the applicable Free-Trial Service(s), (b) the start date of any Purchased Service subscription(s) ordered by You for any Service(s) that is the same or similar to the Free-Trial Services to which You subscribed, or (c) termination of Your access to the Free-Trial Services by the Company which may be done at any time in our sole discretion. Additional trial terms and conditions that appear on the Order Form associated with the Free-Trial Services are incorporated into this Agreement by reference herein and are legally binding.

ALL DATA YOU ENTER INTO THE SERVICES, AND ALL CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU DURING YOUR FREE TRIAL PERIOD WILL BE PERMANENTLY LOST UNLESS YOU EITHER: (1) PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE FREE TRIAL, (2) PURCHASE APPLICABLE UPGRADED SERVICES, OR (3) EXPORT SUCH DATA BEFORE THE END OF THE FREE TRIAL PERIOD. IF YOU PURCHASE A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE FREE TRIAL DURING OR AFTER THE FREE TRIAL PERIOD, CLIENT DATA WILL NOT AUTOMATICALLY TRANSFER TO THE DOWNGRADED SERVICE AT THE END OF YOUR FREE TRIAL PERIOD, SO YOU MUST TAKE THE STEP TO EXPORT CLIENT DATA BEFORE THE END OF THE FREE TRIAL PERIOD OR CLIENT DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, YOU SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO THE COMPANY AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF YOUR USE OF THE FREE-TRIAL SERVICES, ANY BREACH BY YOU OF THIS AGREEMENT AND ANY OF YOUR INDEMNIFICATION OBLIGATIONS HEREUNDER, IN EACH CASE, DURING THE FREE TRIAL PERIOD.

Please review the applicable documentation associated with the Free-Trial Services during the trial period so that You become familiar with the features and functions of such Free-Trial Services before You make any purchases.

6. Beta Services. From time to time, The Company may make Beta Services available to You during a trial period at no extra charge. You may choose to try such Beta Services at Your sole risk. Beta

Services are intended for evaluation purposes only and not for production use, are not supported, and may be subject to additional terms. Unless otherwise stated in an Order Form, any Beta Services trial period will expire one year from the trial start date or sooner if a version of the Beta Services becomes generally available without the applicable Beta Services designation. The Company may discontinue Beta Services at any time in the Company's sole discretion and there is no guaranty that the Company will ever make any products or services associated with such Beta Services generally available. The Company will have no liability for any harm or damage arising out of or in connection with a Beta Service or its use thereof.

ALL DATA YOU ENTER INTO THE BETA SERVICES AND ALL CUSTOMIZATIONS MADE TO THE BETA SERVICES BY OR FOR YOU DURING YOUR FREE TRIAL OF THE BETA SERVICES WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASE APPLICABLE UPGRADED SERVICES, OR EXPORT SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. YOU CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL. THEREFORE, IF YOU PURCHASE A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, YOU MUST EXPORT CLIENT DATA BEFORE THE END OF THE TRIAL PERIOD OR CLIENT DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, YOU SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO THE COMPANY FOR ANY DAMAGES ARISING OUT OF YOUR USE OF THE SERVICES DURING THE FREE TRIAL PERIOD RELATING TO ANY BETA SERVICES, ANY BREACH BY YOU OF THIS AGREEMENT AND ANY OF YOUR INDEMNIFICATION OBLIGATIONS HEREUNDER.

7. Ownership of Services; License to Client Data. The Client has no rights in or to the Services except as expressly granted in this Agreement. The Services are licensed, not sold, and Company retains and reserves to itself all rights to the Services not expressly granted to the Client under this Agreement. The Company retains all copyright, trademark, patent, and other intellectual property rights in

and to the Services. As between the parties, the Client acknowledges that the Services, all copies of the Services, any derivative works, compilations, and collective works of the Services, and any know-how and trade secrets related to the Services are the sole and exclusive property of the Company and contain the Company's Confidential Information and proprietary materials. The Client hereby grants to the Company a worldwide, perpetual, and royalty free, license to host, copy, transmit and display the Client Data, (i) as necessary for the Company to provide the Services in accordance with this Agreement and (ii) as part of Company's other legitimate purposes, provide that the Client Data is aggregated or de-identified in a manner that does not allow such data to be separated from the aggregate data and identified as originating from Client. For avoidance of doubt, the license to Client Data specified in this Section 7 shall survive the termination of this Agreement and termination of any relationship between Client and a Partner.

8. Usage Limits. The Services are subject to the limits specified in the Order Form as to the number of Authorized Users who may access the Services, which is associated with a usage tier chosen by a Client (or its Partner) from options that are presented. Unless otherwise specified, the number of Authorized Users may not exceed the number of Authorized Users allotted for the tier chosen by You (or Your Partner) in the applicable Order Form, unless You (or Your Partner) initiate a new Order Form in which You authorize a change in usage tier that is associated with the increased limit in the number of Authorized Users that You require (along with the associated increase in fees) and that is to be associated with the profile You create within the Services.
9. Unless otherwise specified in an Order Form, Client ensures that:
 - (i) Authorized Users will keep user ID's and passwords used to access the Services confidential at all times and only the applicable Authorized User of an account may access such account at any given time and the Authorized User's userID and password may not be shared with any other individual; however, a former Authorized User's userID may be reassigned to a new individual replacing the one who no longer has authorization to use the Services;
 - (ii) all terminated employees who were Authorized Users will be marked as Terminated within the GoCo Platform within 24 hours of

termination from Client;

(iii) Authorized User are required to access the Services, including related network, systems, or application, only through encrypted connections (if not controlled at the Company application-level);

(iv) Authorized Users are required to maintain up-to-date OS (operating systems) patching and active anti-malware on the end-user devices used to connect to the Services; and

(v) it will notify Company within 72 hours of security incidents that could have implications to Company or the Services (e.g. Authorized User credentials are compromised, Authorized User's laptop is stolen, Client's network is compromise including by malware worm or ransomware, etc.).

10. Responsibilities.

(i) You will (a) be responsible for your Authorized Users' compliance with this Agreement, and all associated Order Forms, (b) be responsible for the accuracy, quality and legality of Client Data, the means by which You acquired Client Data and Your use of Client Data with our Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify the Company promptly of any such unauthorized access or use, (d) use Services only in accordance with this Agreement and all associated Order Forms and all applicable laws and government regulations, and (e) comply with terms of service of any Non-GoCo Applications & Services with which You use such Services. If you use the Time Tracking feature on the Services, you further acknowledge that the Services (i) do not support the tracking of paid or unpaid meal or rest breaks and that it is your responsibility to ensure that such meal or rest breaks are tracked in accordance with any applicable laws, and (ii) do not support workdays with hours that deviate from a start time of 12:00:00 am and end at 11:59:59 pm.

(ii) You shall review in good faith all tracked hours for accuracy. You are solely responsible and liable for any inaccurate information you post on the Services. You shall not reduce an Authorized User's tracked hours for a given workday unless you have reasonable proof that the tracked hours exceed the Authorized User's actual hours worked for the applicable workday. In the event of an hour reduction,

you shall provide the applicable Authorized User with (i) reasonable written notice of the reduction prior to the end of the pay period in which the applicable workday falls; and (ii) a reasonable opportunity for the Authorized User to dispute the hours reduction.

(iii) You are solely responsible for resolving all disputes with Authorized Users and any of your other employees, including without limitation, all disputes involving an employee's hours worked, hours approved, meal or rest break allotments, overtime pay, compensation, collective bargaining, employment or labor agreements, or any other employment matters (collectively, "Employee Disputes"), and for all costs arising therefrom. The Company shall not be responsible for resolving any Employee Disputes or for any costs arising therefrom. Further, you are solely responsible to comply with all collective bargaining, employment and labor agreements, and all applicable state, federal and local laws, rules, or regulations, related to employee classification, minimum wage, work week, overtime pay, frequency of pay, and meal and rest break requirements. You agree that you will defend and indemnify Company for any and all citations, fines, penalties, and costs arising from failure to comply with this section in accordance with Section 21(b) (Indemnity).

(iv) You hereby agree to: (a) be the ultimate owner of quality data accuracy, (b) ensure that everything is configured as desired and that data your Authorized Users access is accurate, (c) ensure that workflows are being executed accurately on the platform (d) provide the Company with data, documents and answers we request to facilitate the provision of any Services by the Company, and (d) take responsibility to ensure that all fees and payments associated with the Services are made according to the terms of this Agreement.

11. Usage Restrictions. The Client will not (and will not allow any Authorized User or third party to) (a) make the Services available to, or use the Services for the benefit of, anyone other than the Client, (b) sell, resell, license, sublicense, distribute, rent or lease the Services, or include it in a service bureau or outsourcing offering, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of law or third-party privacy rights, (d) use the Services to store or transmit malicious code, (e) interfere with or disrupt the

integrity or performance of the Services or any data contained therein, (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) permit direct or indirect access to or use of the Services in a way that circumvents a contractual usage limit, (h) copy the Services or any part, feature, function or user interface thereof, (i) frame or mirror any part of the Services, other than framing on the intranets of Client, (j) access the Services for the purpose of monitoring availability or functionality, benchmarking, or otherwise assist with the creation and/or evaluation of any competitive service to the Services, or (k) reverse engineer, decompile, disassemble, or translate the Services (to the extent such restriction is permitted by law).

12. Protection of Client Data. The Company will maintain technical and organizational safeguards for protection of the security, confidentiality and integrity of the Client Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of the Client Data by the Company's personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 8(Compelled Disclosure) below, or (c) as otherwise permitted herein. The Company shall exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of Client Data. The Company shall observe its Data Security, Privacy, Data Retention and e-Discovery policy that is posted on the Company the web site at <https://www.goco.io/legal-stuff/privacy-policy/>, including without limitation policies regarding retention and deletion of Client Data.
13. Client Responsibility for Data. You will (a) be responsible for Your compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of the Client Data that You input to the Services and the means by which You acquired such data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify the Company promptly of any such unauthorized access or use, and (d) use the Services only in accordance with this Agreement and applicable laws and government regulations.
14. Non-GoCo Providers.
 - (a) The Company, You or third parties may make available products

or services that are Non-GoCo Products & Services. The Services may contain features designed to interoperate with Non-GoCo Products & Services. To use such features, You may be required to obtain access to such Non-GoCo Products & Services from providers of such products and services, and may be required to grant access to the Company to Your account(s) associated with such Non-GoCo Products & Services. The Company cannot guarantee the continued availability of the features or the interoperability of such Non-GoCo Products & Services with the Services, and may cease providing and supporting such features without entitling You to any refund, credit, or other compensation, if for example and without limitation, the provider of Non-GoCo Products & Services ceases to make the Non-GoCo Products & Services available in a manner acceptable to the Company and the Company correspondingly takes action to block or prevent the use of such Non-GoCo Products & Services with the Services.

Any usage by You of such Non-GoCo Products & Services, and any exchange of data between You and any Non-GoCo Products & Services provider in relation to any such third party product or service, is solely between You and the applicable Non-GoCo Products & Services provider. The Company does not warrant or support, and is not liable for, any Non-GoCo Products & Services or any data You exchanged with the provider of such Non-GoCo Products & Services or the Non-GoCo Products & Services, whether or not such Non-GoCo Products & Services are designated by the Company as interoperable with the Services, unless expressly provided to the contrary in an Order Form. If You choose to use any Non-GoCo Products & Services in conjunction with one or more of the Services, You grant the Company permission to allow the provider of the Non-GoCo Products & Services to access Client Data through such Non-GoCo Products & Services as required for the interoperation of such Non-GoCo Products & Services with the Services. The Company is not responsible for any use, non-use, disclosure, modification or deletion of Client Data resulting from access by such provider of any Non-GoCo Products & Services or the Non-GoCo Applications & Services themselves.

(b) Additional Terms for Clients that use the ADP WorkforceNow Integration App. This Agreement is between GoCo.io (the Developer) and the Client.

Developer, and not ADP or its vendors, is solely responsible for providing, maintaining, supporting and updating the Application and its associated services. Developer shall provide product support for the Application. The Client may access support by emailing help@goco.io.

DEVELOPER 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.

Clients' and End Users' sole and exclusive remedies shall be against Developer. ADP and AppDirect shall have no liability or obligation to Customers or End Users.

Clients 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.

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

Subject to the remainder of this Section, Developer shall indemnify, defend and hold harmless Client 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: (a) no settlement or compromise of such a Claim shall be

entered into or agreed to without Client's prior approval (not to be unreasonably withheld or delayed): and (b) Client 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.

15. Confidentiality. "Confidential Information" means the proprietary information provided or made available by one party (the "Disclosing Party") to the other party (the "Receiving Party"), which is marked "confidential" or "proprietary" at the time of disclosure by the Disclosing Party, or by its nature or content would reasonably be considered confidential under the circumstances by the Receiving Party, including without limitation, information (tangible or intangible) regarding a party's technology, designs, techniques, research, know-how, specifications, product plans, pricing, customer information, user data, current or future strategic information, current or future business plans, policies or practices, employee information, and other business and technical information. Confidential Information of Company includes Services, including its functionality and processes. Each party agrees: (i) to use the confidential information of the other party (the "Disclosing Party") only for the purposes set forth in, and in accordance with, the terms and conditions of the Agreement; (ii) to use the same degree of care it utilizes to protect its own confidential information, but in no event less than reasonable care consistent with its past practices and any applicable Laws, and to safeguard the Disclosing Party's confidential information that is provided to it; and (iii) to only disclose confidential information provided by the Disclosing Party only, as allowed, to employees, agents, affiliates and subcontractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written or ethical obligation to keep such information confidential, using standards of confidentiality not less restrictive than those required by this Agreement. Each party will protect from disclosure any confidential information disclosed by the other party for a period commencing upon the disclosure date until three (3) years thereafter.
16. Compelled Disclosure. Each party may disclose Confidential Information of the other party to the extent compelled by law to do so, provided that prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, is given if the party wishes to contest the disclosure.

17. DISCLAIMER OF WARRANTY. THE COMPANY HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH REGARD TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES ARISING OUT OF USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. THE SERVICES AND ANY OTHER MATERIALS, SOFTWARE AND/OR INFORMATION PROVIDED BY THE COMPANY ARE PROVIDED "AS IS" "AS AVAILABLE" AND WITH ALL FAULTS, AND THE COMPANY DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND THE COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE COMPANY DOES NOT WARRANT THAT THE SERVICES OR ANY OTHER INFORMATION, MATERIALS OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET PARTNER'S, CLIENTS' OR EMPLOYEES' REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED, SECURE, VIRUS FREE, OR ERROR FREE, OR THAT ALL ERRORS WILL BE CORRECTED. In addition, the Company does not provide any warranties regarding (i) the accuracy of the results obtained through use of any of the Services, (ii) the accuracy of the data contained within any of the Services, (iii) the security of any of the Services from intrusion or attack, or (iv) the network, communications links or infrastructure You use.

18. LIMITATION ON LIABILITY. IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE CLIENT, ANY AUTHORIZED USER, OR ANY THIRD PARTY, FOR ANY LOST REVENUE, PROFIT, GOODWILL OR DATA, BUSINESS INTERRUPTION, OR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY

TO THE EXTENT PROHIBITED BY APPLICABLE LAW. IN NO EVENT SHALL THE COMPANY'S LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, WARRANTY, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE, THE AMOUNT PAID, TO COMPANY BY THE ENTITY MAKING SUCH CLAIM(S), FOR CLIENT'S USE OF THE SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT GIVING RISE TO SUCH CLAIM(S).

19. WAIVER OF TRIAL BY JURY. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

20. WAIVER OF CLASS ACTION TYPE RELIEF. ALL CLAIMS BROUGHT BY CLIENT MUST BE BROUGHT IN THE CLIENT'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER OR PLAINTIFF IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS THE COMPANY AGREES OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE CLIENT'S CLAIMS.

21. Indemnification.
 - (a) The Company will defend and hold harmless the Client against any claim, demand, suit or proceeding made or brought against the Client by a third party to the extent arising from the Services' infringement or misappropriation of such third party's intellectual property rights, and will indemnify the Client from any damages, attorney fees and costs finally awarded against the Client as a result of, or for amounts paid by the Client under a court-approved settlement of, such claim. If the Company receives information about such a claim of infringement or misappropriation by the Services, the Company may in its discretion and at no cost to the Client (i) modify the Services so that it no longer infringes or misappropriates, without

breaching the Company's warranties, (ii) obtain a license for the Client's continued use of the Services in accordance with this Agreement, or (iii) terminate the Client's subscriptions for the Services upon 30 days' written notice. The above defense and indemnification obligations are Company's sole obligation and Your exclusive remedy with regard to third party claims, and do not apply to the extent a claim arises from the Client's or its Authorized User's breach of this Agreement.

(b) The Client will defend and hold harmless the Company against all claims, demands, suits or proceedings made or brought against the Company by a third party to the extent caused by (i) Client Data, (ii) Client's or its Authorized User's unauthorized use of the Services, (iii) breach of this Agreement, including breaches of Section 10, (iv) infringement or misappropriation of such third party's intellectual property rights, (v) Employee Disputes or (vi) violation of applicable law; and will indemnify the Company from any damages, attorney fees and costs finally awarded against the Company as a result of, or for any amounts paid by the Company under a court-approved settlement, of such claim. Section 10 of this Agreement shall not apply to Client's indemnity obligations set forth in this Section 21(b).

(c) The foregoing indemnity obligations are conditioned on the party seeking indemnification: (i) promptly notifying the other party in writing of such claim; (ii) giving the other party sole control of the defense thereof and any related settlement negotiations; and (iii) cooperating and, at other party's request and expense, assisting in such defense. The indemnifying party may not settle, compromise or resolve a claim without the consent of the indemnified party, if such settlement, compromise or resolution causes or requires an admission or finding of guilt against the indemnified party, imposes any monetary damages against the indemnified party, or does not fully release the indemnified party from liability with respect to the claim.

22. Term and Termination. This Agreement, and the rights to access and use the Services commences on the Effective Date and continues until all subscriptions hereunder has expired or have been terminated by either party ("Term"). The Company may terminate this Agreement for any reason immediately by revoking Client's access to the Services. The term of each subscription associated with this

Agreement, whether of Services or Beta Services, shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions for Services will automatically renew for additional periods equal to one year, unless either party gives the other notice of non-renewal at least thirty (30) days prior to the end of the an applicable subscription term. The Company reserves the right to increase the fees associated with any of the Services by any amount it deems necessary (in its sole judgment), but if a rate increase is planned, the Company will provide notice of the same to You at least thirty (30) days prior to the end of the applicable subscription term.

23. Dispute Resolution.In connection with any dispute between the parties arising from this Agreement, the Parties shall attempt to resolve such dispute by utilizing the procedure specified in this Section 23

(a) Negotiation: To commence resolution of a dispute, either party may send written notice (“Notice”) to the other party containing a concise summary of the dispute and requesting negotiations. Within seven (7) days following receipt of such Notice by the other party, each party will make such investigation as each deems appropriate and will promptly, but in no event later than thirty (30) days from the date of the Notice, communicate to attempt to resolve the dispute. If the dispute has not been resolved within forty five (45) days of the first communication between the parties in furtherance of resolving the dispute, an arbitration proceedings may be commenced by either party, as set forth immediately below in Section 23(b).

(b) Arbitration: Arbitration shall commence upon written notice (“Arbitration Notice”) by either party to the other and to the Judicial Arbitration and Mediation Services, Inc. (“JAMS”). Such dispute shall be conducted before a single arbitrator. Such arbitrator shall be a lawyer knowledgeable and experienced in the field of software licensing, and shall not be affiliated with either party, or otherwise have any current or previous relationship or association with either party. Each party shall designate in writing a list of potential arbitrators within thirty (30) days of the Arbitration Notice. The parties consent to use any arbitrator whose name appears on both parties’ list of potential arbitrators, subject to the arbitrator’s availability. If no arbitrator appears on both parties’ lists, or if the parties cannot agree

on an arbitrator within sixty (60) days of the Arbitration Notice, the arbitrator shall be selected by the office of the JAMS in Harris County, Texas or, if such office does not exist, the JAMS office nearest to Houston, Texas. After an arbitrator is selected, the parties shall promptly consult with the arbitrator to determine the details of the arbitration process including a schedule and the dates and location of the arbitration hearing. The arbitrator's decision shall be final and legally binding on both parties and judgment may be entered thereon. Unless provided otherwise herein, the arbitration shall be governed by the applicable JAMS rules, including the Comprehensive Arbitration Rules and Procedures, applicable at the time of the Notice of Arbitration. Each party shall be responsible for its share of the costs of the arbitration hearing as specified in the JAMS rules. In the event a party fails to participate in the arbitration after having been provided Notice, unsuccessfully challenges the arbitrator's decision, or fails to comply with the arbitrator's decision, the other party is entitled to costs of the associated litigation, including reasonable attorney's fees for having to compel arbitration or defend or enforce the award.

24. General. This Agreement and all its part are governed by the laws of the State of Texas, without reference to its principles of conflicts of laws. The U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) do not apply. The Company may freely assign this Agreement, without consent. The Client may not assign this Agreement without the written permission of Company. For the purposes of this Agreement, the words "such as," "include," "includes" and "including" shall be deemed to be followed by the words "without limitation." If any portion hereof is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior agreements, proposals, representations and undertakings between the parties in relation to the subject matter hereof (whether written or oral) and may not be modified or amended by the Client or any other party without the prior written consent of the Company. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. No waiver of any rights arising under this Agreement shall be effective unless in writing and signed

by a duly authorized signatory of the party against whom the waiver is to be enforced. No failure or delay by either party in exercising any right, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.

YOU ARE REQUIRED TO PERIODICALLY REVIEW THIS SERVICE AGREEMENT.