



General Terms of Service – Written Service Agreements

(Updated August 14, 2023)

1.1 General

1.1.1 To the extent that these General Terms of Service conflict with or are inconsistent with any provision in a Master Services Agreement or other service agreement and/or Order Schedule (if applicable) with the Client, the Order Schedule (if applicable) shall take precedence, followed by the Master Service Agreement or other service agreement, followed by these General Terms of Service, and then, as applicable, the General Terms of Service – Website Use (collectively referred to as “Agreement” in this Section 1).

1.1.2 Trusaic is authorized to begin performing the services identified in the Agreement (referred to as “Services” in this Section 1) immediately upon execution of the Agreement. Trusaic reserves the right to withhold commencement of any Service until after receipt of the applicable payment and documentation as set forth in the Agreement.

1.1.3 Trusaic reserves the right, in its sole discretion, to modify the General Terms of Service at any time by posting an updated version of the Terms on trusaic.com or by sending notification to the email address associated with your account. The most current version of the Terms will supersede all previous versions. Your continued access or use of the Website constitutes your acceptance to the Terms, as modified. Trusaic encourages you to periodically review the Terms to stay informed of our updates

1.1.4 **CLIENT RESPONSIBILITIES - DUTY TO COOPERATE AND PROVIDE ACCURATE, COMPLETE, AND TIMELY INFORMATION:** Client acknowledges Client’s obligation to cooperate with Trusaic in performing the Services. Client agrees to timely provide Trusaic with any and all information, as applicable and required by Trusaic to perform the Services and carry out its obligations under the Agreement (collectively, “Client Data”). Client shall be responsible for, and Trusaic may rely upon, the accuracy and completeness of all Client Data and the timely furnishing of such Client Data. Failure to timely provide accurate and complete Client Data may result in inaccurate and/or incomplete analysis(es), report(s), result(s) and/or form(s) prepared or generated by Trusaic under this Agreement and/or noncompliance with any applicable deadlines, none of which Trusaic shall not be liable.

1.2. COMPENSATION

1.2.1 FEES: Client shall compensate Trusaic for Services performed pursuant to the terms set forth in the Agreement. All other services not specified in the Agreement shall be considered “Additional Services,” and, unless otherwise set forth in the Agreement, shall entitle Trusaic to additional compensation pursuant to a mutual written agreement. Fees are non-refundable.

1.2.2 INVOICES: Invoices shall be prepared in accordance with Trusaic’s standard practices and be submitted to Client by Trusaic. Invoices shall be paid within twenty (20) days of date of invoice, except as to services related to Employee Retention Credit, in which case payment is due within ten (10) days of date of invoice (the “Due Date”). Trusaic will charge interest at the rate of 1.5% on the unpaid balance for each month period from the Due Date. For any electronic payment, payment will be considered to have been received by Trusaic in the bank account designated by Trusaic for such payments on the day posted to the account. As applicable, Client agrees to pay a charge of \$50 for each returned check for Non-Sufficient Funds (NSF). In addition, Trusaic may, after giving ten (10) days written notice to Client, suspend the Services until Trusaic has been paid in full all amounts due. Trusaic has the option to credit payments first to interest, if any, and then to principal. Within seven (7) days of receipt of each invoice, Client shall give written notice to Trusaic of any amount shown in such invoice that Client disputes in good faith, which notice shall include a reasonably detailed explanation of the disputed amount and the ground(s) for the dispute. Client’s failure to dispute any portion of an invoice within the seven days shall be deemed acceptance by Client of such invoice and no further objections to the invoice will be permitted or accepted. In the event of a disputed invoice, only that portion so disputed may be withheld from payment, and the undisputed portion shall be paid without delay.

1.2.3 PAYMENTS UPON TERMINATION: In the event of any termination of the Agreement, Trusaic shall be entitled to invoice Client, which may be in the form of a demand letter, and Client agrees to pay Trusaic for Services performed through the effective date of termination. Additionally, in the event of an early termination of the Agreement through no material fault of Trusaic, any and all fees under the Agreement for the balance of the Initial Term and any applicable Additional Term shall be accelerated and the full amount of such fees shall become immediately due to Trusaic.

1.2.4 TAXES: All fees under the Agreement are exclusive of all taxes, including, but not limited to, as applicable, VAT, and General Excise Tax under Hawaiian law. Client is responsible for all taxes. Trusaic may be required to charge sales tax under the Agreement pursuant to certain state and local tax laws. Any applicable sales tax charges will appear on Client’s annual invoice. If exempted, Client must provide documentation to Trusaic of such exemption.



For Clients located in states requiring imposition of sales tax, Client's state and/or local government may require Client to report Client's purchase and pay appropriate sales/use tax amounts to them directly.

1.3. TERMINATION

1.3.1 TERMINATION FOR CAUSE: The Agreement may be terminated for cause by either party upon fifteen (15) days' written notice to the other party in the event of substantial and material failure by the other party to perform in accordance with the terms of the Agreement through no fault of the terminating party. However, the Agreement shall not terminate as a result of such failure if the party receiving such notice begins, within two (2) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within fifteen (15) days of receipt of such notice; provided, however, that if and to the extent such failure cannot be reasonably cured within such fifteen (15) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall be extended up to, but shall not exceed, in total, thirty (30) days after the date of receipt of notice. Reserving all other rights, Trusaic shall have the option to deem a failure to provide Client Data and/or make payment of an outstanding invoice or invoices for more than 60 days as a substantial and material failure by the Client. The termination of the Agreement pursuant to this Section 1.3.1 shall not affect any rights or remedies of either party against the other then existing or which may thereafter accrue.

1.3.2 TERMINATION BY TRUSAIC: In addition to the rights set forth in Section 1.3.1 above, the obligation to provide the Services may be terminated by Trusaic upon ten (10) days' written notice if (a) Client files a voluntary petition seeking relief under the United States Bankruptcy Code or there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court or (b) Trusaic's Services are delayed or suspended for more than sixty (60) days for reasons beyond Trusaic's control. Trusaic shall have no liability to Client arising from a termination pursuant to this Section 1.3.2.

1.3.3 AUTO RENEWAL: Any ACA Services agreement with an auto renewal provision shall renew for a new reporting year unless Client notifies Trusaic before October 1 of the prior reporting year ("Subsequent Reporting Year"). Any Workplace equity agreement with an auto renewal provision, including stand-alone Pay Parity®, RAPTR, California Pay Data Reporting, and EEO-1 reporting, shall renew for a new one year term unless notification is received at least 60 days prior to the expiration of the current term ("Subsequent Term"). All Subsequent Reporting Years or Subsequent terms are subject to a price increase based on the consumer price index.

1.4 CONFIDENTIALITY AND DATA SECURITY

1.4.1 CLIENT USE OF TRUSAIC DOCUMENTS: Except as to the underlying content consisting of Client Data, Trusaic shall retain ownership and a property interest (including the right of reuse at the discretion of Trusaic) in any report and other work product, and any other deliverables (whether in printed or electronic format) provided by Trusaic in connection with its Services (the “Trusaic Documents”) whether or not the Services have been completed. Notwithstanding the foregoing, Trusaic hereby grants to Client a royalty-free, non-exclusive unlimited license to utilize the Trusaic Documents (excepting Trusaic Templates, defined below) provided to Client as part of the Services and Client may also make and retain copies of the Trusaic Documents (other than Trusaic Templates) for information and reference. Any reuse or modification of Trusaic Documents by Client without written verification by Trusaic will be at Client’s sole risk and without any liability to Trusaic. Further, Client agrees not to use or permit any third party to use any drafts of Trusaic Documents. Client agrees it shall be solely responsible and liable for any such use of draft Trusaic Documents and waives liability against Trusaic for its use. Client shall indemnify and hold harmless Trusaic, from all claims, causes of action, damages, losses, and costs, including attorneys’ fees, arising TRUSAIC.COM out of or resulting from the use of draft Trusaic Documents or any reuse or modification of draft Trusaic Documents without verification by Trusaic.

1.4.2 CONFIDENTIALITY OF TRUSAIC TEMPLATES: Trusaic may provide one or more confidential templates to Client as part of the Client Data collection process (“Trusaic Templates”). Such Trusaic Templates are confidential and proprietary to Trusaic and may be used solely for the purpose of providing Client Data to Trusaic.

1.4.3 CONFIDENTIALITY OF CLIENT DATA: To the extent that Client provides any designated proprietary or confidential Client Data (including but not limited to, Client Data as described in the Agreement, which itself includes but is not limited to “Employee Information” defined below) to Trusaic, Trusaic will not use or disclose such Client Data to any third party (including employees who do not have a need to know in performing the Services) without Client’s written consent except as (1) required by law or regulation, (2) in connection with a dispute arising out of the Agreement and only to the extent necessary, or (3) to the extent that such Client Data (a) has become publicly available through no fault of Trusaic, (b) available from a third party without restriction as to use or disclosure, (c) is known by Trusaic prior to its receipt from Client, or (d) is developed by Trusaic independent of any disclosure made by Client to Trusaic of such Client Data.

1.4.4 PRIVACY OF EMPLOYEE INFORMATION: The personal information of Client’s employees within the Client Data (“Employee Information”) shall only be used by Trusaic as necessary to perform the Services and/or as required by law and pursuant to Trusaic’s Privacy Policy, <https://trusaic.com/privacy-policy/> and, the Data Processing Addendum to the extent such Services are subject to data protection laws, including but not limited to,

EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the means EU General Data Protection Regulation 2016/679 ("GDPR") and laws implementing or supplementing the GDPR (collectively, "Data Protection Laws"), as applicable, which is available at <https://trusaic.com/data-processing-addendum/>.

1.4.4.1 ACA Services

For an Agreement providing for ACA Complete,® ACA Essential,® ACA Basic® or other ACA related services, Trusaic shall (a) use appropriate safeguards to prevent the misuse or unauthorized disclosure of Employee Information, including any protected health information, (b) report to Client promptly (except as to any electronic protected health information, which requires prompt reporting but no later than five (5) business days) following discovery of any such misuse or unauthorized disclosure or any related pertinent security incident of which Trusaic becomes aware, and (c) if applicable, ensure that any Trusaic subcontractors that create, receive, maintain, or transmit information on behalf of Trusaic agree to the same restrictions that apply to Trusaic with respect to such information. Additionally, to the extent applicable, Trusaic shall (d) make available an employee's protected health information in a designated record set, if any, to such employee, (e) make any amendment(s) to protected health information in a TRUSAIC.COM designated record set, if any, as directed or agreed to by Client, (f) maintain and make available employee's protected health information, if any, required to provide an accounting of disclosures to employee, and (g) make Trusaic's internal records relating to employee's protected health information, if any, available to the Secretary of Department of Health and Human Services as required by law. Upon termination of the Agreement, with respect to any employee protected health information received from Client, or created, maintained, or received by Trusaic on behalf of Client, Trusaic shall (h) retain only that information which is necessary for Trusaic to continue proper management and administration and/or to carry out its legal responsibilities while continuing the use of safeguards to prevent any misuse or unauthorized disclosure, and (i) return to Client or destroy the remaining employee protected health information, if any, that Trusaic still maintains. The obligations of Trusaic under this Section 1.4.4.1 shall survive the termination of the Agreement.

1.4.4.2 Pay Parity®, WOTC and Employee Retention Credits Services For an Agreement for Pay Parity, Work Opportunity Tax Credit, Federal Empowerment Zones or related tax credit (collectively, "WOTC"), or Employee Retention Credits related services, Trusaic shall (a) use appropriate safeguards to prevent the misuse or unauthorized disclosure of Employee Information, (b) report to Client promptly following discovery of any misuse or unauthorized disclosure or any related pertinent security incident of which Trusaic becomes aware, and (c) if applicable, ensure that any Trusaic subcontractors that create,



receive, maintain, or transmit information on behalf of Trusaic agree to the substantially the same restrictions that apply to Trusaic with respect to such information.

1.4.5 DATA SECURITY. Trusaic will maintain and enforce an information security program for the protection of Employee Information, including commercially reasonable administrative, physical, and technical measures designed to (i) protect the confidentiality, availability and integrity of Employee Information, (ii) restore the availability of Employee Information in a timely manner in the event of a security incident, and (iii) ensure the proper disposal and destruction of Employee Information pursuant to Trusaic's document retention policies. Trusaic will notify Client, as required by applicable law, of any actual or reasonably suspected breach of security known to Trusaic that has resulted in, or creates a reasonable risk of, unauthorized access to Employee Information without undue delay, consistent with the legitimate needs of law enforcement and with any measures necessary to determine the scope of the breach.

1.4.6 DATA PROCESSING: As applicable, Trusaic shall comply with the documented instructions from the Client pursuant to a "Data Processing" or similar agreement unless Trusaic believes that it cannot do so because such instructions conflict with applicable law and so notifies the Client. For Pay Parity Services, where applicable, the DPA, shall apply. TRUSAIC.COM

1.4.7 AGGREGATED AND/OR DE-IDENTIFIED INFORMATION: To improve Trusaic's current services and develop additional features and other services, Trusaic (i) may create aggregate and/or anonymized Client Data, which may include Client Data as described in the Agreement ("Aggregated Data"), (ii) combine such Aggregated Data with that of other clients; and, (iii) has the exclusive ownership of any Aggregated Data and the exclusive right to use Aggregated Data for any purpose provided that Trusaic does not use or distribute any Aggregated Data in a manner which identifies Client (including Client employees).

1.5. LIMITATIONS AND INDEMNITY

1.5.1 TRUSAIC'S LIABILITY LIMITED TO THE AMOUNT OF ITS FEES: To the fullest extent permitted by law, the total liability, in the aggregate, of Trusaic, to Client and to anyone claiming by, through, or under Client for any and all claims, causes of action, losses, costs (including attorneys' fees and costs), or damages arising out of, resulting from, or in any way related to the Services ("Claims") shall not exceed the total compensation received by Trusaic from Client under the Agreement for a period of six months of services under the Agreement prior to the date of the applicable Claim.

1.5.2 INDEMNIFICATION AGAINST THIRD PARTY CLAIMS: Client agrees to indemnify

and hold harmless Trusaic of and from any and all third party (including employee) claims, causes of action, damages, losses, lawsuits, judgments, and costs (including any claim for attorneys' fees by such third party and any defense costs and legal fees incurred by Trusaic), arising out of or relating to the Services.

1.5.3 DISCLAIMER OF LEGAL OR ACCOUNTANCY ADVICE/DISCLAIMER OF FIDUCIARY DUTY: The Services under the Agreement do not constitute legal or accountancy advice. Trusaic recommends that Client retain legal counsel or an accountant for such advice. The Agreement is not intended to, and does not, create or impose any fiduciary duty on Trusaic.

1.5.4 WORK OPPORTUNITY TAX CREDITS AND RELATED CREDITS (WOTC): In connection with any Services pertaining to the Work Opportunity Tax Credit, Federal Empowerment Zones or related tax credit ("WOTC Services"), unless the Agreement for WOTC Services specifies otherwise, if you fail to pay such any applicable government fees, and to the extent that Trusaic, at its option, selects to advance those government fees to secure the tax credits, you agree to reimburse Trusaic for any such government fees, and indemnify and hold Trusaic harmless against any other claim, liability and/or penalties resulting therefrom.

1.6. PAY PARITY SOFTWARE ("PPS")

1.6.1 Access to PPS Software. Subject to the terms of the Agreement and payment of all applicable fees, Trusaic grants Client a limited-term, non-exclusive, nonsublicensable, non-transferable (except as expressly permitted herein) and revocable TRUSAIC.COM right to access and use PPS Software only for the Term and as specified in the Agreement solely for Client's internal business purposes.

1.6.2 Responsibilities using PPS Software. In using the PPS Software, Client is responsible for: (i) the confidentiality of user access credentials that are in Client's possession or control; (ii) setting up appropriate internal roles, permissions, policies and procedures for the safe and secure use of the PPS Software, (iii) the activity of Client's users in the PPS Software; and (iv) Client's users' compliance with this Agreement. Client must notify Trusaic promptly if Client becomes aware, or reasonably suspect, that Client's account's security has been compromised.

1.6.3 Restrictions. Except as expressly permitted in writing by Trusaic prior to each instance, Client shall not: (i) provide the PPS Software to any third party other than Client's users or otherwise violate or circumvent any use limitations or restrictions under the Agreement; (ii) derive the source code or use tools to observe the internal operation of, or scan, probe or penetrate, the PPS Software; (iii) copy, modify or make derivative works of

the PPS Software; (iv) remove any proprietary markings or notices from any materials provided to Client by Trusaic; (v) frame or mirror the PPS Software or any part thereof; or (vi) use the PPS Software to send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs, for any other illegal or unlawful purpose and/or to knowingly facilitate or aid a third party in any of the foregoing activities.

1.6.4 AVAILABILITY. Trusaic will use commercially reasonable efforts to maintain availability of the PPS Software 24 hours a day, 7 days per week, subject to planned maintenance, Force Majeure (defined below), and the terms of this Agreement. Trusaic will endeavor to schedule planned maintenance affecting the availability of the PPS Software at non-peak times, and Client will receive reasonable advance notice (which may be posted within the PPS Software or otherwise) of such planned maintenance. Trusaic will use commercially reasonable efforts to notify Client as soon as reasonably practical of any unplanned downtime of the PPS Software and resolve the issue as soon as practical. In the event that Client's use of the PPS Software interferes with or disrupts the integrity, security, availability or performance of the PPS Software, Trusaic may modify or temporarily restrict or suspend Client's use of the PPS Software. The parties will cooperate in good faith to resolve the issue as soon as reasonably possible.

1.6.5 Technical Support. Software technical support may, at Trusaic's discretion, include on-line help, FAQs, training guides, and templates and the use of email or telephone call. Trusaic is not obligated to maintain or support any customization to the PPS Software or any third party service except under a separate, additional written agreement by the parties

1.7.0 ADP MARKETPLACE CLIENT

In the event that Trusaic accesses Client Data for a Client obtained through the ADP Marketplace ("ADP Client") whereby such access is through an API of ADP, LLC and/or TRUSAIC.COM any of its affiliates (collectively, "ADP"), Trusaic will pay ADP the applicable connector fee(s) on behalf of ADP Client provided that the ADP Client is a new client and enters the applicable promotional code onto the ACA Complete Application, which can currently be found at <https://marketplace.adp.com/aca-complete>. Additional provisions that apply to the ADP Client include the Terms of Service, including the provision set for in Section 40 below. For the avoidance of doubt, ADP disclaims any liability for any Claims arising from such API access and Trusaic's liability is strictly limited to the remedy provided in Section 1.5.1.

1.8. GENERAL

1.8.1 ENTIRE AGREEMENT, AMENDMENT, SEVERABILITY AND WAIVER: The Agreement including these Additional Terms and Conditions, constitutes the entire agreement between Client and Trusaic and supersedes all prior written or oral understandings. The Agreement may only be amended, supplemented, modified, or canceled by a written instrument signed by the parties. The provisions of the Agreement are severable, and if any provision or part thereof is declared invalid or unenforceable, the remaining portions shall remain fully valid and enforceable. The non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the validity or enforceability of that provision or of the remainder of the Agreement.

1.8.2 INDEPENDENT CONTRACTOR: The parties are independent contractors to each other. Nothing in the Agreement shall be construed to create a partnership, joint venture, employee, or agency relationship between the parties.

1.8.3 DISPUTE RESOLUTION; CONTROLLING LAW AND ATTORNEY'S FEES: Except as to nonpayment or inadequate payment under the Agreement, the parties agree that any lawsuit arising out of or relating to the Agreement shall be commenced no later than one year from time the Service(s) at issue is (are) provided. The parties agree to submit all disputes to mediation before a retired judicial officer prior to filing any lawsuit arising out of or relating to the Agreement. A failure by a party to respond to a mediation request or otherwise cooperate in the mediation process will be deemed to be a waiver of the mediation requirement by such party. The Agreement shall be governed by California law. The venue for any such mediation or lawsuit shall be in a court of competent jurisdiction in Los Angeles, California. If any legal action or proceeding is brought by either party to enforce the Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding (including, without limitation, expert witness fees), in addition to any other relief to which such party may be entitled.

1.8.4 NOTICES: All notices shall be made in writing, given personally, by registered or certified mail, by commercial courier service or by email. Any notice to Trusaic shall be to Trusaic, attention: Legal, 520 South Grand Avenue, Suite 200, Los Angeles California 90071, legal@trusaic.com. All notices shall be effective upon the date of receipt.

1.8.5 ASSIGNMENT: Client may not assign or transfer any rights or interest under the Agreement without Trusaic's written consent.

1.8.6 SURVIVAL: All express representations, indemnifications, or limitations of liability set forth in the Agreement shall survive termination of the Agreement for any reason.

1.8.7 THIRD PARTY OBLIGATIONS: Nothing contained herein shall create any obligation

or contractual relationship with any third party.

1.8.8 FORCE MAJEURE: Any delay or failure in the performance by either party to the Agreement except for the obligation to pay fees under the Agreement shall be excused if and to the extent caused by the occurrence of a Force Majeure. Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, terrorism, vandalism, governmental act, injunctions, strikes, pandemics and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a party's failure to perform its obligations under the Agreement.

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7. Partner Portal. If you are using Trusaic's Partner Portal, which is currently accessible through partners.trusaic.com, ("Partner Portal"), to the extent applicable to you, you agree to the following additional terms.

7.1 If you become a Trusaic "partner" through the Partner Portal, and furnish any personally identifying information of any individual who is an employee or otherwise associated with your client or other third party ("Individual PII"), you agree to the following additional terms:

7.1.1 You agree to furnish any Individual PII to Trusaic exclusively through a secured file transfer site.

7.1.2 You represent and warrant that you are authorized to furnish the Individual PII by the individuals for whom the Individual PII applies. You agree to indemnify, defend and hold harmless Trusaic from any and all losses, liabilities, fines, compensation, damages, costs and expenses arising from or in connection with any allegation that you did not have authorization to furnish Individual PII to Trusaic ("PII Claim"). You agree TRUSAIC.COM that, at your sole expense, you will conduct the defense of any such PII Claim and all negotiations for its settlement or compromise; provided, however, that: (a) no settlement or compromise of such a PII Claim shall be entered into or agreed to without Trusaic's prior approval (not to be unreasonably withheld or delayed); and (b) Trusaic shall have the



right to participate, at its own expense, in the defense and/or settlement of any such PII Claim to the extent necessary to protect its own interests.

8. Humanefits.

If you are using Humanefits, to the extent applicable to you, you agree to the following additional terms:

8.1 If Trusaic is providing you Humanefits at no charge, the payment provisions in paragraphs 18 and 19 are not applicable. All other provisions apply.

9. Penalty Risk Assessment and Pay Gap Analysis

If you are using Trusaic's Penalty Risk Assessment ("PRA") and/or Pay Gap Analysis ("PGA") services, to the extent applicable to you, you agree to the following additional terms.

9.1 These services are provided at no charge. The payment provisions in paragraphs 1.2 are not applicable. All other provisions apply.

10. Trusaic's ACA Complete Application on the ADP Marketplace Terms of Service. If you are using Trusaic's ACA Complete Application on the ADP Marketplace, to the extent applicable to you, you agree to the following additional terms.

10.1 The ACA Complete Application can be found at <https://marketplace.adp.com/acacomplete>.

10.2 This Agreement for Trusaic's ACA Complete Application is between Trusaic and the Client.

10.3 Trusaic, and not ADP or its vendors, is solely responsible for providing, maintaining, supporting and updating the Application and its associated services. Trusaic shall provide product support for the Application. Client may access support via contacting Trusaic at support@trusaic.com or [213-382-1115].

10.4 TRUSAIC 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.

10.5 Client's and End Users' sole and exclusive remedies shall be against Trusaic. ADP

and AppDirect shall have no liability or obligation to Clients or End Users.

10.6 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.

10.7 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.

10.8 Subject to the remainder of this Section

10.8, Trusaic 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. Trusaic 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.