

Terms of Service Agreement

Last Updated: November 1, 2019

Thank you for using the website and services offered by People Center, Inc. d/b/a Rippling (together with its subsidiaries and other affiliates, “**Rippling**”, “we”, “us”, “our”), which provide certain human resource and information technology services and related services, including payroll, benefits, identity, and devices (such website, services, and any related software, mobile applications and other applications, collectively, the “**Rippling Services**”). The specific Rippling Services you order will be set forth in ordering documents (including any online form) issued by Rippling specifying the Rippling Services to be provided hereunder (“**Order Forms**”). To be eligible to register for a Rippling account and use any Rippling Services, you must review and accept the terms of this Agreement by executing the applicable Order Form provided by us and/or checking on the “I Agree” button or other mechanism provided.

PLEASE REVIEW THIS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT OR USING THE RIPPLING SERVICES, YOU AGREE TO THESE TERMS AND CONDITIONS WITH RIPPLING AND TO THE COLLECTION AND USE OF YOUR INFORMATION AS SET FORTH IN THE RIPPLING PRIVACY POLICY, WHICH IS PART OF THIS AGREEMENT.

Your account registration constitutes an acknowledgement that you are able to electronically receive, download, and print this Agreement, and that you consent to do business electronically.

This Agreement applies to all users of the Rippling Services, including, as applicable, individual employees or contractors at a company (collectively, “**Users**”). If you are using the Rippling Services as a User, references to “**you**” are to you. If you are registering for a Rippling account or using the Rippling Services on behalf of an entity or other organization, references to “**you**” are to such entity or organization and you are agreeing to this Agreement for that entity or organization and representing to Rippling that you have the authority to bind that entity or organization to this Agreement (and the term “**Customer**” will refer to that entity or organization).

THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE, WHICH REQUIRES, AMONG OTHER THINGS, THAT DISPUTES RELATING TO THIS AGREEMENT, YOUR ACCOUNT OR THE RIPPLING SERVICES MUST BE RESOLVED BY BINDING ARBITRATION AND ON AN INDIVIDUAL BASIS ONLY.

1. Rippling Services.

1.1 Provision of Rippling Services; Core Services.

(a) *Provision of Rippling Services.* Rippling makes the Rippling Services available pursuant to this Agreement, and any applicable Order Form, the [Rippling Privacy Policy](#), the [Rippling Data Processing Addendum](#) and/or any supplemental policies or terms referenced herein or which Rippling may present you for review and acceptance at the time you subscribe to the applicable Rippling Service (collectively, “Supplemental Terms”), all of which are hereby incorporated into and form a part of this Agreement. In the event of conflict between the provisions of this Agreement and any Supplemental Terms, the Supplemental Terms will control.

(b) *Core Services.* Rippling may make certain Core Services available through its platform, including (i) employee onboarding and offboarding services, (ii) sample documents and policies (“**Templates**”), (iii) a platform that third parties may use to develop and provide applications and software that complement your use of the Rippling Services (each, a “**Third Party Product**”), and (iii) other workplace features, as may be developed by Rippling from time to time, such as an employee directory and paid-time off tracking (“**Core Services**”). You acknowledge that Templates and other provided materials constitute “**Rippling Content**” and are incorporated into the Rippling Services. Rippling may expressly permit you to modify or edit certain Templates, which, once modified, become “**Modified Content**”. Rippling grants Customer a

limited, revocable, non-sublicensable license to use, reproduce, copy, and distribute Rippling Content contained within the Modified Content, solely for Customer's internal business purposes, subject to Customer's compliance with the terms of this Agreement, including payment terms herein.

1.2 Additional Services. Rippling may make certain additional services available through its platform as may be developed from time to time. Any services resold through the Rippling platform, including HR Help Desk Center or Cylance, will be subject to the terms of service of the third-party provider. Without limiting the terms of this Agreement, if you subscribe to one or more of the Additional Services governed by additional terms listed next to certain Rippling Services below (each, "**Additional Terms**"), then you also agree to be bound by such Additional Terms:

- Payroll Services: [Payroll Additional Terms](#)
- Benefits Services: [Benefits Administration Additional Terms](#), [Broker Additional Terms](#)
- Identity and Device Services: [Identity and Device Services Additional Terms](#)

1.3 No Professional Advice. You acknowledge that Rippling is not a lawyer, accountant, or other professional services provider, and accordingly, does not provide legal, financial, benefits, tax, IT, or other professional advice. Any information provided by the Rippling Services is intended for your general use only, including with respect to any Templates available within the platform, and does not constitute legal advice. You understand that you are responsible for any actions taken based upon information received from Rippling, and where professional advice is needed, that you should seek independent professional advice from a person who is licensed or qualified in the applicable area.

1.4 Eligibility. The Rippling Services are only available for persons in those jurisdictions in which they may legally be sold. Nothing on the Rippling Services shall be considered a solicitation to buy or an offer to sell anything to any person in any jurisdiction in which such offer, solicitation, purchase or sale would be unlawful. The technology and software underlying the Service or distributed in connection therewith and the transmission of applicable data, if any, is subject to United States export controls (the "**Software**"). No such Software or data may be downloaded from the Rippling Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using such Software or data is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Rippling Services, including as it concerns online conduct and acceptable content. Rippling hereby disclaims any and all liability with respect to any use of the Rippling Services outside of the terms of this Agreement.

1.5 Mobile Services. The Rippling Services include certain services that are available via a mobile device, including (i) the ability to upload content to the Rippling Services, (ii) the ability to browse the Rippling Services and other websites, and (iii) the ability to access certain features (collectively, the "**Mobile Services**"). To the extent you access the Rippling Services through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding Customer and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Customer account information to ensure that your messages are not sent to the person that acquires your old number.

2. Customer Responsibilities.

2.1 Consent to Electronic Delivery; Electronic Signature.

(a) *Electronic Signature.* When you execute documents using the e-signature tools set forth in the Rippling platform (“**E-Sign Service**”), you consent to electronically sign such documents, including employment-related documents, and agree that your electronic signature (“**Electronic Signature**”) is the legal equivalent of your manual or handwritten signature. By selecting an “I Accept” button or otherwise placing an Electronic Signature on a document while in your Rippling Account, you expressly affirm that: (i) you are able to access and view the relevant document that you are electronically signing, (ii) you consent to conduct business electronically with respect to the transaction contemplated by the document, (iii) you agree to the use of an Electronic Signature for the document, and (iv) you are authorized to enter into the relevant agreement, and be bound by its terms. You further agree that no certification authority or other third party verification is necessary to validate your Electronic Signature, and that the lack of such certification or third party verification will not in any way affect the enforceability of your Electronic Signature or any resulting agreement.

(b) *Electronic Delivery.* You agree that Rippling may electronically deliver Service-related documents and/or disclosures to you (including for any persons whom you are the legal guardian), which may include tax and health insurance notices, as applicable. You also authorize Rippling to receive such Service-related documents and/or disclosure electronically on your behalf, and agree to be notified of such notices electronically. Rippling may provide electronic delivery via email to the email address provided by you in the Rippling platform or by reference to a location on the Rippling platform to which you have access. If you are using the Rippling Services on behalf of a Customer and/or its employees and contractors, you represent that you have affirmative consent from your employees and/or contractors of such company to receive electronic disclosures from Rippling through the Rippling Services.

(c) *Withdrawing Consent.* As a User, you are entitled to withdraw your consent to electronic signatures or electronic disclosures at any time by contacting your employer. However, you acknowledge that if you withdraw consent: (i) Rippling cannot guarantee that you will be able to obtain relevant disclosures, whether in paper or electronic form, nor maintain full access to the Rippling Services, (ii) you may be required to obtain paper copies of your documents and notices directly from its employer, and (iii) you may incur additional fees for requesting paper copies, to the extent permitted by applicable law. As a Customer, you acknowledge that Rippling relies on electronic communications as a core component of its services; accordingly, if you are using the Rippling Services on behalf of a Customer and/or its employees and contractors and withdraw electronic consent for such Customer and/or its employees and contractors, Rippling may no longer be able to provide the Rippling Services to you, and may terminate Customer’s use of the Rippling Services in whole or in part.

(d) *Enforceability.* You acknowledge that, under applicable laws, some documents require a manual or handwritten signature, and that it is your responsibility to determine whether a document requires a manual or handwritten signature. You understand that you are solely responsible with respect to the content, validity, or enforceability of any document, and that Rippling makes no representations or warranties regarding the validity or enforceability of your documents signed using the E-Sign Service.

2.2 Accuracy of Customer Information. All Rippling Services will be based upon information provided to Rippling by you or third party services from which you may elect to import your information (including proof of federal, state and local tax identification numbers, payroll information, benefit information and insurance information, leave policies and other employment practices) (“**User Representations**”). **You must review all User Representations and ensure such information is accurate, complete, and timely. You acknowledge that Rippling is entitled to rely conclusively on all User Representation, does not have any obligation to verify, correct, or otherwise ensure the accuracy or quality of the User Representations.** You further acknowledge that Rippling bears no responsibility for and shall not have any liability for errors, omissions, penalties, fines, missed payments, judgments, incorrect coverage, or any other losses incurred that result from inaccurate, incomplete, or untimely User Representations.

2.3 User Data. With respect to any information which you provide through the Rippling Services and that Rippling hosts (collectively, the “**User Data**”), including Account Information and Materials (each as defined herein), you represent and warrant that you have the necessary rights, licenses, consents, permissions, waivers and releases to use, make available and distribute the User Data in connection with

your use of the Rippling Services. Without limiting the foregoing, in the event that you request that Rippling provide any User Data (including employee and contractor information) to any third party or to any non-U.S. Customer location, you represent that you have acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable laws. By providing any User Data to Rippling, you hereby grant and will grant Rippling and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Data to perform the Rippling Services, including as set forth in this Agreement, Rippling's Privacy Policy, and Rippling's Data Protection Addendum. You acknowledge and agree that Rippling may preserve User Data and may also disclose User Data if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process, applicable laws or government requests; (ii) enforce this Agreement; (iii) respond to claims that any content violates the rights of third parties; or (iv) protect the rights, property, or personal safety of Rippling, its users and the public. You understand that the technical processing and transmission of the Rippling Services, including User Data, may involve (v) transmissions over various networks; and (vi) changes to conform and adapt to technical requirements of connecting networks or devices.

2.4 Account Administration; Authorizations.

(a) *Accounts.* To use the Rippling Services, you must create an account (an "**Account**") by providing your email address ("**Account Email**") and a master password (the "**Master Password**" and, together with the Account Email, the "**Credentials**"). You are responsible for the security of your Account, and agree to keep your Credentials secure. You understand that your Account is solely for your use, and you will not share your Account or Credentials with anyone. You are fully responsible for all activities on the Rippling Services associated with your Account. As a Customer, you are fully responsible for all activities of your employees and contractors on the Rippling Services associates with their User Accounts.

(b) *Account Administration.* Customer will designate and authorize either itself and/or one or more individuals with authority to (i) act on Customer's behalf, (ii) provide information on Customer's behalf, and (iii) bind Customer and/or Customer's business with respect to the Rippling Services (each such individual, an "**Account Administrator**"). Customer is solely responsible for all actions taken under any account to which Customer has access. Any actions taken under such accounts will be deemed authorized by Customer, regardless of Customer's knowledge of such actions (the "**Authorized Actions**"). Authorized Actions include but are not limited to (iv) actions taken by Customer, an Account Administrator, or an authorized representative of Customer (an "**Authorized Representative**"), and (v) actions that Customer, an Account Administrator, or an Authorized Representative (or anyone that Rippling reasonably believes to be Customer, an Account Administrator, or an Authorized Representative) directs or instructs Rippling to take on its behalf.

(c) *Account Information.* In order to access or use certain aspects of the Rippling Services, you will need to provide access to information maintained by certain third party institutions, such as payroll companies with which you have customer relationships, manage accounts or engage in transactions and the various applications and services for which you use Rippling's access and password management services. Further, in order for Rippling to provide those aspects of the Rippling Services, you must provide all relevant information, signatures, data, passwords, usernames, PINs and other necessary information, materials and content ("**Account Information**"). You retain all right, title and interest in and to your Account Information, and represent and warrant that the Account Information provided is accurate and complete and may be provided to Rippling without any obligations on Rippling to verify the accuracy or completeness of such Account Information. You are responsible for the consequences of any instructions provided that Rippling follows, and Rippling has no liability or responsibility for any inability to use the Rippling Services due to such inaccuracy or incompleteness of Account Information.

(d) *Account Security.* Customer is solely responsible for (i) following instructions that Rippling provides to Customer with respect to the Rippling Services, and (ii) maintaining applicable accounts with providers of Third Party Products (as defined below) utilized by Customer. Customer will adequately secure and keep confidential any Customer passwords or credentials, and any information accessible via its account. If

Customer believes or suspects that its account, passwords or credentials have been accessed by or compromised, Customer must immediately notify Rippling. Rippling reserves the right to prevent access to the Rippling Services if Rippling has reason to believe that any such accounts, passwords or credentials have been compromised.

(e) *Communications and Notifications.* Customer is responsible for reviewing any reports, filings, information, documents or materials (collectively, the “**Materials**”) made available to Customer by Rippling for Customer’s review, and Customer must notify Rippling of any inaccuracies in the Materials as soon as possible, or within the time period specified in communications received from Rippling. Customer must promptly notify Rippling of any third party notices that Customer may receive which could affect Rippling’s ability to effectively provide the Rippling Services (e.g., to the extent applicable, notices from the Internal Revenue Service or other government agencies regarding penalties or errors relating to the Rippling Services; or notices from insurance carriers regarding eligibility, enrollment, payment or any other communications affecting the contract of services with that insurance carrier).

(f) *Authorizations.* Customer agrees that, to the fullest extent permitted by law, the provision of account login or identity verification credentials to Rippling by or on behalf of Customer, an Account Administrator, or an Authorized Representative, together with any actions authorized by such foregoing parties via the Rippling Services, whether by clicking the applicable action button, providing a verbal instruction or otherwise, will have the same effect as providing a written signature authorizing the applicable action.

2.5 Third Party Products.

(a) *Independent Services.* The Rippling Services are designed to work with many third-party websites, services and applications (“**Third Party Products**”); however, Third Party Products are not Rippling Services. Rippling does not provide any representations, warranties, indemnities, or support with respect to such Third Party Products, unless expressly provided herein or an applicable Order Form. You (and not Rippling) decide whether to enable Third Party Products, and any use of such Third Party Products and any exchange of data, including User Data (as defined herein), between Customer or a User and any such third party provider or Third Party Product, is solely between Customer or User and such third party provider. When you enable a Third Party Product, you grant Rippling permission to allow the Third Party Product and its provider access to User Data as required for the interoperation of that Third Party Product with the Rippling Services. For the interoperation of the selected Third Party Products with the Rippling Services, you may be required to obtain access to such Third Party Products directly from their providers, and/or grant Rippling the ability to create, access, delete and/or otherwise modify your account(s) on such Third Party Products. You acknowledge that Rippling is not responsible for any use, disclosure, modification or deletion of User Data that is transmitted to, or accessed by, a Third Party Product, and that the handling of such User Data within the Third Party Product will be exclusively governed by the separate terms applicable between you and such third party provider. Customer and Users will comply with all terms and conditions applicable to the use of Third Party Products, and will not use the Rippling’s integrations with Third Party Products in any manner that damages, disables, overburdens, or impairs any websites, servers, or otherwise interferes with the Third Party Products. Customer acknowledges it has sole responsibility for, and assumes all risks arising from, Customer’s use of any Third Party Products. Rippling cannot guarantee the continued availability of such Rippling Services features, and may cease providing certain Third Party Products via the Rippling platform without notice or entitling you to any refund, credit, or other compensation.

(b) *Authorizations for Third Party Products.* To connect the Rippling Services with Third Party Products, you authorize Rippling to, as applicable: (i) store relevant Account Information, (ii) access the relevant service using the Account Information you provide Rippling, (iii) use and apply any signatures or other materials you provide Rippling in order to provide related services, such as to complete a tax document, (iv) gather and export from such Third Party Product any data or other information reasonably necessary to provide related Rippling Services to you, such as Customer’s payroll information, bank account information, Customer’s employees’ bank account information, and any additional information, such as the personal information of Customer’s employees, requested by such Third Party Product that Customer has provided or made available to Rippling in connection with the Rippling Services, and (v) otherwise

take any action in connection with such Third Party Product as reasonably necessary to provide related services to you, including, but not limited to, opening accounts and making changes on your behalf with such third-party institutions. You further designate Rippling as your agent and limited attorney-in-fact in connection with Third Party Products, if required and only as required to use the Third Party Product (e.g. tax filing systems). You agree that such third party providers are entitled to rely on the foregoing authorization, agency, and power of attorney granted by you in their provision of the Third Party Product via the Rippling Services.

(c) *Management of Third Party Accounts.* You are solely responsible for (i) ensuring that any Third Party Product accounts are accurately and properly provisioned for or matched to your Rippling Service account, (ii) ensuring the termination or de-linking any Third Party Product accounts for employees or contractors who should not have access to such Third Party Product accounts or your Rippling account (e.g., due to termination of their employment or engagement), and (iii) otherwise following all instructions provided by Rippling in connection with matching, de-linking, termination or other management of your Rippling accounts in relation to Third Party Products.

2.6 Prohibited Activities. You will not (nor will you permit any third party to):

- reverse engineer, decompile, disassemble or otherwise create, attempt to create or derive the source code underlying the Rippling Services;
- transfer, resell, lease, license, or assign Rippling Services or otherwise offer the Rippling Services on a standalone basis, or permit any third party to access the Rippling Services, without express permission from Rippling;
- use the Rippling Services to build a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Rippling Services;
- tamper with the security of Rippling's systems or tamper with other customer accounts of Rippling;
- attempt to probe, scan or test the vulnerability of any Rippling systems or to breach the security or authentication measures of Rippling's systems;
- use the Rippling Services to send payments directly or indirectly to, or for the benefit of, any person or entity that is (a) located in any country or jurisdiction that is subject to U.S. economic sanctions; (b) identified on any U.S. government list of prohibition, including the Specially Designated Nationals and Consolidated Sanctions List of the Office of Foreign Assets Control, U.S. Department of the Treasury; or (c) owned or controlled by any person or entity in (a) or (b);
- use or launch any automated system, including "robots," "spiders," or "offline readers," that sends more requests to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser;
- use the Rippling Services in any manner that damages, disables, overburdens, or impairs any of our websites, servers, or otherwise interferes with any other party's use of the Rippling Services;
- access the Rippling Services other than through our interface; or
- use the Rippling Services in violation of any applicable law, for fraudulent or illegal activities or outside the scope expressly permitted hereunder.

For the avoidance of doubt, Rippling welcomes and encourages the responsible disclosure of security vulnerabilities through its Vulnerability Reporting program, with more details available

at www.rippling.com/vulnerability-reporting. Legitimate participation in Rippling's Vulnerability Reporting program is not a violation of the security-related prohibitions of this Section.

2.7 Compliance with Laws; Digital Millennium Copyright Act.

(a) *Compliance with Laws.* You will be solely responsible for compliance with any and all applicable laws, rules and regulations affecting your business, and any use you may make of the Rippling Services to assist you in complying with any such laws, rules or regulations. In addition, Customer is responsible for ensuring that its employees and contractors comply with applicable laws while using the Rippling Services, including the intellectual property and third-party rights of others.

(b) *Digital Millennium Copyright Act.* If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated under the Digital Millennium Copyright Act ("**DMCA**"), you should notify notices@rippling.com of your infringement claim with shall include: (a) the subject line of "**DMCA Takedown Request**"; (b) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (c) a description of the copyrighted work or other intellectual property that you claim has been infringed; (d) a description of where the material that you claim is infringing is located on the Rippling Service, with enough detail that we may find it on the Rippling Service; (e) your address, telephone number, and email address; (f) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and (g) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf. In accordance with the DMCA and other applicable law, Rippling has adopted a policy of terminating, in appropriate circumstances and at Rippling's sole discretion, Users who are deemed to be repeat infringers. Rippling may also at its sole discretion limit access to the Rippling Service and/or terminate the memberships of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

3. **Term and Termination.**

3.1 Term. The term of this Agreement will commence on the date you first execute an Order Form or, if earlier, begin using any Rippling Service, and will continue until terminated as provided in this Agreement (the "**Term**"). With respect to any Rippling Services provided under an Order Form, the subscription term for such Rippling Services will be as specified in the applicable Order Form (with respect to the applicable Rippling Services, the "**Initial Subscription Term**"), and will automatically renew for additional periods of the same duration as the Initial Subscription Term (collectively, the "**Subscription Term**"), unless either party notifies the other party of non-renewal at least thirty (30) days prior to the end of the then-current Subscription Term. Rippling may change the Rippling Services, stop providing the Rippling Services or features of it or create usage limits for the Rippling Services for all of our Users generally; provided that we will notify you of any material change at least thirty (30) days prior to the implementation of the change unless the changes are being made for legal reasons in which case we will notify you within a reasonable time period.

3.2 Termination. Rippling may permanently terminate your access to the Rippling Services and this Agreement without liability to you on thirty (30) days' prior notice for any actual or suspected violation of any provision of this Agreement. You may deactivate your Rippling Services account at any time by using the tools provided in the Rippling Service. Upon any termination, the parties will continue to be bound by any terms of this Agreement that by their nature extend beyond termination.

3.3 Suspension. Without limiting our other rights or remedies, Rippling may temporarily suspend your access to any portion of the Rippling Services, including access to any leased equipment, without prior notice if (a) Rippling reasonably determines that (i) there is a threat or attack on the Rippling Services or other event that may create a risk to the Rippling Services, you or any other customer of Rippling; (ii) your use of the Rippling Services disrupts or poses a security risk to the Rippling Services or any other Rippling customer; or (iii) you are in breach of Section 2.6 (Prohibited Activities) or Section 2.7

(Compliance with Laws; DMCA) or (b) Rippling has notified you that any amount owed by you under this Agreement is thirty (30) or more days overdue, and you have failed to submit payment in full within five (5) days of receipt of such notice (collectively, “**Service Suspensions**”). We will provide notice of any Service Suspension following the commencement of the Service Suspension and provide updates regarding resumption of Rippling Services following any Service Suspension. Rippling will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that you may incur as a result of any Service Suspension.

4. Service Fees and Charges.

4.1 Fees. Customer agrees to pay the fees for the Rippling Services in accordance with the applicable Order Form, and authorizes Rippling to conduct automatic debits of Customer’s designated bank account for such fees as they become payable. Subscription fees are payable at the start of each Subscription Term (including any renewal terms), and Rippling will debit fees, and any applicable charges, from Customer’s designated bank account. Unless otherwise stated in the applicable Additional Terms or Order Form, additional User fees are based on the calendar month in which a User is enrolled or added to any Service, regardless of whether the User is only enrolled in the Services for a portion of such month, and will be prorated by month, where applicable, against the Subscription Term. Notwithstanding the foregoing, Rippling may invoice Customer for any applicable, outstanding fees, and Customer shall pay such invoice within fifteen (15) days of receipt thereof. Interest shall accrue on past due amounts at the rate of one and one half percent (1.5%) per month, but in no event greater than the highest rate of interest allowed by law, calculated from the date such amount was due until the date that payment is received by Rippling.

4.2 Automatic Debits. When Customer subscribes to a paid product that is part of the Rippling Services, Customer authorizes Rippling and its designated payment processors to store Customer’s designated bank account information and other related information. Customer authorizes Rippling to automatically debit all applicable charges for such paid product from Customer’s designated payment account, including via ACH debit for bank accounts on the date such charges become due. This authorization to initiate ACH debit transactions will remain in full force and effect until Rippling has received written notice from Customer by email at notices@rippling.com at least thirty days (30) in advance of the date the applicable charges for the paid product become due. Because these are electronic transactions, these funds may be withdrawn from Customer’s designated bank account immediately. In the case of an ACH debit transaction that is rejected for insufficient funds, Customer understands that Rippling may at its discretion attempt to process the debit in the amount of the applicable paid product again within thirty (30) days and Rippling may separately impose a fee of \$25 for each transaction returned for insufficient funds, as permitted by applicable law. You certify that you are an authorized user of Customer’s bank account and Customer will not dispute these scheduled transactions with such bank so long as the transactions correspond to this Agreement, an applicable Order Form, and/or any other applicable agreement for such paid product. Customer agrees to follow rules promulgated by the National Automated Clearing House Association (NACHA), which govern ACH transactions.

4.3 Fee Disputes. Customer must notify Rippling in writing if Customer disputes any portion of any fees paid or payable by Customer under this Agreement or any Order Form. Customer must provide written notice to Rippling within thirty (30) days of the applicable charge and Rippling will work together with Customer to resolve the applicable dispute promptly. If Customer does not provide Rippling with written notice of Customer’s fee dispute within this 30 day period, Customer will not be entitled to dispute any fees paid or payable by Customer.

4.4 Taxes. All amounts and fees stated or referred to in this Agreement are exclusive of taxes, duties, levies, tariffs, and other governmental charges (collectively, “**Taxes**”). Customer shall be responsible for payment of all Taxes and any related interest and/or penalties resulting from any payments made hereunder, other than any taxes based on Rippling’s net income.

5. Proprietary Rights and Confidentiality.

5.1 Rippling's Ownership Rights. As between the parties, all right, title, and interest in and to the Rippling Services, including Rippling Content, shall remain vested in Rippling. Except for the express rights granted hereunder, Rippling also reserves all rights, title and interests in and to the Rippling Services and Rippling's Confidential Information.

5.2 Feedback. Customer or Users may from time to time provide Rippling suggestions or comments for enhancements or improvements, new features or functionality or other feedback ("**Feedback**") with respect to the Rippling Services. Rippling will have full discretion to determine whether or not to proceed with the development of any requested enhancements, new features or functionality. Rippling will have the full, unencumbered right to use, incorporate and otherwise fully exercise and exploit any such Feedback in connection with its products and services.

5.3 User Data. All right, title, and interest in and to the User Data, including the Account Information and Materials, you provide will remain vested in you. Upon termination, Rippling will reasonably cooperate with Customer to facilitate a final export of such User Data from Rippling's systems and thereafter delete any and all remaining User Data from the same, unless otherwise prohibited by law.

5.4 Confidentiality. "**Confidential Information**" means any information or data disclosed by either party that should be reasonably understood to be confidential in light of the nature of the information. However, "Confidential Information" will not include any information which (a) is in the public domain through no fault of receiving party; (b) was properly known to receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information. Each party will protect any Confidential Information of the other party which it may receive or otherwise be exposed to in the course of exercising its rights or performing its obligations hereunder. Each party will use the same care to protect the other party's Confidential Information as it would use to protect its own similar information, but in no event less than reasonable care. Each party will use Confidential Information only for the purpose of fulfilling its obligations or exercising its rights under this Agreement, and as otherwise set forth in Rippling's Privacy Policy. Neither party will disclose any Confidential Information of the other party to any third party without the prior written consent of the disclosing party, other than furnishing such Confidential Information (e) to its employees and consultants who are required to have access to the Confidential Information in connection with the exercise of receiving party's rights or performance of its obligations under this Agreement, (f) to its professional advisers (e.g., lawyers and accountants), and (g) as otherwise set forth in Rippling's Privacy Policy, provided, however, that any and all such employees, consultants and advisers are bound by agreements or, in the case of professional advisers, ethical duties, to treat, hold and maintain such Confidential Information in a manner that is consistent with the terms and conditions of this Section.

5.5 Data Security and Data Processing; Privacy.

(a) *Data Security*. Rippling will implement and maintain commercially reasonable and industry standard administrative, physical, organizational and technical safeguards designed to prevent unauthorized use, access, processing, destruction, loss, alteration or disclosure of any User Data, which you provide through the Rippling Services and that Rippling hosts. Such safeguards will include, at minimum, an industry standard information security program to safeguard such User Data as well as procedures to help ensure that only those with a "need to know" have access to such User Data. Rippling will promptly notify Customer upon becoming aware of an incident that has or potentially has compromised the security, confidentiality or integrity of such User Data. Rippling will comply with all notification obligations that may be required by applicable state and federal laws and regulations. Rippling further reserves the right to protect its network and services from external threats, including by restricting network access from various hosting providers, traffic proxies, and locations where Rippling does not conduct business.

(b) *Data Processing*. Rippling may process User personal information in accordance with the terms set forth in the Rippling Data Processing Addendum, available at <https://app.rippling.com/dpa>, which

describes how Rippling processes personal information from Users, including any personal information subject to the laws of the European Union.

(c) *Data Privacy*. Rippling may collect, use, and disclose User's personal information pursuant to the Rippling Privacy Policy, available at <https://app.rippling.com/privacy>, as it may be updated from time to time. The Rippling Privacy Policy describes how Rippling collects, uses, and discloses personal information from Users. Notwithstanding the foregoing, Rippling may monitor your use of the Rippling Services and use User Data in an aggregate and de-identified manner, including compiling statistical and performance information related to the provision and operation of the Rippling Services, and may make such information publicly available, provided that such information does not incorporate specific User Data and/or identify you. Rippling retains all intellectual property rights in such aggregated and de-identified information.

5.6 Third Party Distribution Channels. Rippling offers Software applications that may be made available through the Apple App Store, Android Marketplace or other distribution channels ("**Distribution Channels**"). If you obtain such Software through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. This Agreement is between you and Rippling only, and not with the Distribution Channel. To the extent that you utilize any other third party products and services in connection with your use of the Rippling Services, you agree to comply with all applicable terms of any agreement for such third party products and services.

With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, "**Apple-Enabled Software**"), in addition to the other terms and conditions set forth in this Agreement, the following terms and conditions apply:

- Rippling and you acknowledge that this Agreement is concluded between Rippling and you only, and not with Apple Inc. ("**Apple**"), and that as between Rippling and Apple, Rippling, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.
- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be Rippling's sole responsibility, to the extent it cannot be disclaimed under applicable law.
- Rippling and you acknowledge that Rippling, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

- In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between Rippling and Apple, Rippling, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to Rippling Support.

Rippling and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

6. Disclaimer.

THE RIPPLING SERVICES ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW. RIPPLING HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE IN RELATION TO THE RIPPLING SERVICES. WITHOUT LIMITING THE FOREGOING, RIPPLING DOES NOT WARRANT THAT THE RIPPLING SERVICES WILL BE ERROR-FREE OR THAT THEY WILL MEET ANY SPECIFIED SERVICE LEVEL, OR WILL OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM RIPPLING OR THROUGH THE RIPPLING SERVICES WILL CREATE ANY WARRANTY. RIPPLING DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY PRODUCT. TO THE EXTENT THIS DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER THAT LAW.

7. Indemnification.

7.1 Indemnification by You. You agree to indemnify, defend and hold harmless Rippling against any claim, demand, suit, or proceeding ("**Claim**") arising out of (a) your unauthorized use of or access to the Rippling Services, (b) your violation of any term of this Agreement, (c) your violation of any third-party rights, including any right of privacy, any right provided by any labor or employment law, rule, or regulation or any intellectual property right, (d) your violation of any applicable law, rule or regulation, (e) the User Data and any Use Representations and (f) any agreement entered into, or any dispute, between you and, if you are a User, your employer, or, if you are a Customer, your employee or contractor, or (vii) any other party's access to and use of the Rippling Services (or access and use of any Third Party Product via the Rippling Services) with your unique username, password or other appropriate security code (or, with respect to Third Party Products, your Account Information). In order to receive the benefit of the foregoing indemnity, Rippling must give you prompt written notice of the Claim and all reasonable cooperation, at your expense, in your defense and settlement of the Claim.

7.2 Indemnification by Rippling. Rippling agrees to indemnify, defend and hold you harmless against any Claim arising out of allegations that the Rippling Services or any portion thereof infringe(s) or otherwise violate(s) such third party's U.S. intellectual property rights. In order to receive the benefit of the foregoing indemnity, you must give Rippling prompt written notice of the Claim, sole control to defend and settle

such Claim and all reasonable cooperation, at Rippling' expense, in Rippling' defense and settlement of the Claim. If a claim under the foregoing clause (a) is made or likely to be made, Rippling may: (i) procure a license to allow you to continue using the allegedly infringing component(s) of the Rippling Services, (ii) modify the infringing component(s) to make them non-infringing, or (b) if (i) and (ii) are not reasonably available, terminate your right to use the infringing component(s) effective immediately.

8. Limitation of Liability.

YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 8 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF RIPPLING WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. RIPPLING HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU WITH THE RIGHTS TO ACCESS AND USE THE RIPPLING SERVICES PROVIDED FOR IN THIS AGREEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RIPPLING, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS AND LICENSORS SHALL NOT BE LIABLE FOR (A) ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING YOUR USE OF, OR INABILITY TO USE, THE RIPPLING SERVICES, (B) ERRORS, MISTAKES OR INACCURACIES OF THE RIPPLING SERVICES, (C) PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE RIPPLING SERVICES, (D) THE CONTENT OF YOUR USER DATA, (E) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE RIPPLING SERVICES, (F) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR RIPPLING SERVICES BY ANY THIRD PARTY, (G) ANY ERRORS OR OMISSIONS IN THE RIPPLING SERVICES OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE THROUGH THE RIPPLING SERVICES, AND/OR (H) THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY. RIPPLING, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR DIRECT DAMAGES, IN THE AGGREGATE, EXCEEDING THE AMOUNT YOU PAID TO RIPPLING HEREUNDER IN THE EIGHTEEN (18) MONTHS PRECEDING THE CLAIM THAT GAVE RISE TO THE LIABILITY. THE LIMITATIONS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, EVEN IF RIPPLING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "DISCLAIMER" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

9. Miscellaneous.

9.1 Assignment; Delegation. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Rippling. Any attempted transfer or assignment in violation hereof shall be null and void. Rippling, in its sole discretion, may use vendors or contractors to help provide the Rippling Services to you, and may change our use of vendors or

contractors without notice to you. Rippling will remain responsible for the acts and omissions of such vendors and/or contractors.

9.2 Governing Law. This Agreement will be governed by the laws of the State of California, exclusive of its rules governing choice of law and conflict of laws. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Subject to the agreement to arbitrate below, all disputes arising out of the Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts of San Francisco County, California, USA, and the parties hereby consent to the personal jurisdiction of these courts.

9.3 Notices. Rippling may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, text message, written or hard copy notice, or through posting of such notice on the Rippling Services, as determined by Rippling in its sole discretion. Rippling reserves the right to determine the form and means of providing notifications to Users, provided that you may opt out of certain means of notification as provided in the Rippling Services. Rippling is not responsible for any automatic filtering you or your network provider may apply to email notifications Rippling sends to the email address you provide. Rippling may, in its sole discretion, modify or update this Agreement from time to time, so you should review this page periodically. When Rippling materially changes this Agreement, Rippling will update the 'Last Updated' date at the top of this page and notify you that material changes have been made to this Agreement. Any such changes will become effective no earlier than thirty (30) days after they are posted, except that changes addressing new functions of the Rippling Services or changes made for legal reasons will be effective immediately. Your continued use of the Rippling Services after the date any such change become effective constitutes your acceptance of this Agreement, as updated. If you do not agree to any of these terms or any future terms, you may not use or access the Rippling Services. Notices to Rippling shall be made to the attention of the "Legal Department" and sent via mail to 2443 Fillmore St #380-7361, San Francisco, CA 94115, with a copy sent via email to notices@rippling.com.

9.4 Waiver. No waiver of any rights will be effective unless assented to in writing by both parties. Any such waiver will be only to the specific provision and under the specific circumstances for which it was given, and will not apply with respect to any repeated or continued violation of the same provision or any other provision. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

9.5 Relationship. Nothing contained herein will in any way constitute any association, partnership, agency, employment or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

9.6 Unenforceability. If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement will remain in full force and effect and bind the parties according to its terms.

9.7 Force Majeure. In addition, neither Party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared) or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.

9.8 Entire Agreement. This Agreement (including all Order Forms, the Rippling Privacy Policy, the Rippling Data Processing Addendum, Additional Terms, and any supplemental policies or terms referenced herein or which Rippling may present you for review and acceptance at the time you subscribe to the applicable Rippling Service) comprises the entire agreement between you and Rippling with

respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements. No oral or written information or advice given by Rippling, its agents or employees will create a warranty or in any way increase the scope of the warranties in this Agreement.

9.9 Interpretation. For purposes hereof, “including” means “including without limitation”.

9.10 Publicity. Rippling will not use your name or logo on our website or in other promotional marketing materials without your prior written consent.

10. Agreement to Arbitrate

10.1 First Try Customer Support. If you have any issues with the Rippling Services or Rippling, you must try to resolve the issue first through Rippling Support.

10.2 Agreement to Arbitrate. If the parties are not able to resolve the dispute through Rippling customer support within sixty (60) days after you first contact Rippling Support, you and Rippling agree to resolve any dispute arising under or relating to this Agreement, including under Rippling’s Privacy Policy or Rippling’s Data Security Policy, or in relation to the Rippling Services, through final and binding arbitration to be conducted in San Francisco, California, or in another location that both parties agree to in writing. This arbitration agreement applies to all claims, brought under any legal theory, unless the claim fits in one of the exceptions below. It also applies even after you have stopped using your Rippling account or have deleted it. If the parties have a dispute about whether this agreement to arbitrate can be enforced or applies to such dispute, the parties agree that the arbitrator will decide that too.

10.3 Exceptions to Agreement to Arbitrate. You and Rippling agree that the agreement to arbitrate will not apply to any disputes relating to your or Rippling’s intellectual property (e.g., trademarks, trade dress, domain names, trade secrets, copyrights or patents) and that such disputes that be brought in any that has jurisdiction over such claims. Also, either party can bring a claim in small claims court either in San Francisco, California (or small claims court in another place if both parties agree in writing), if it qualifies to be brought in that court. In addition, if either party brings a claim in court that should be arbitrated or either party refuses to arbitrate a claim that should be arbitrated, the other party can ask a court to force the parties to go to arbitration to resolve the claim (i.e., compel arbitration). Either party may also ask a court to halt a court proceeding while an arbitration proceeding is ongoing.

10.4 Details of Arbitration Procedure.

(a) *Mediation*. Prior to filing any arbitration, both parties jointly agree to seek to resolve any dispute between the parties by mediation conducted by the American Arbitration Association (“AAA”), with all mediator fees and expenses paid equally by the parties. If mediation does not result in a resolution of the dispute within 60 days after the mediation is held, either party may initiate an arbitration proceeding under the rules of the AAA. AAA’s rules and procedures are available on their website available at <http://www.adr.org> or Customer can call them at 1-800-778-7879. The arbitration will be governed by the then-current version of AAA’s Commercial Arbitration Rules (the “AAA Rules”) and will be held before a single arbitrator appointed in accordance with the AAA Rules. To the extent anything described in this agreement to arbitrate conflicts with the AAA Rules, the language of this agreement to arbitrate applies.

(b) *Discovery*. Each party will be entitled to get a copy of non-privileged relevant documents in the possession or control of the other party and each party may take one (1) deposition. All such discovery will be in accordance with procedures approved by the arbitrator. This agreement to arbitrate does not alter in any way the statute of limitations that would apply to any claims or counterclaims asserted by either party.

(c) *Arbitration Award*. The arbitrator’s award will be based on the evidence admitted and the substantive law of the State of California and the United States, as applicable, and will contain an award for each

issue and counterclaim. The award will provide in writing the factual findings and legal reasoning for such award. The arbitrator will not be entitled to modify this Agreement, and may not award any relief that is inconsistent with this Agreement.

(d) *Final and Binding*. Except as provided in the Federal Arbitration Act, the arbitration award will be final and binding on the parties. Judgment may be entered in any court of competent jurisdiction.

10.5 Class Action Waiver. Both you and Rippling agree that any claims or controversies between the parties must be brought against each other on an individual basis only. That means neither you nor Rippling can bring a claim as a plaintiff or class member in a class action, consolidated action, or representative action. The arbitrator cannot combine more than one person's or entity's claims into a single case, and cannot preside over any consolidated, class or representative proceeding (unless all parties agree otherwise). And, the arbitrator's decision or award in one person's or entity's case can only impact the person or entity that brought the claim, not other Rippling customers, and cannot be used to decide other disputes with other customers. If a court decides that this class action waiver is not enforceable or valid, then the entire agreement to arbitrate will be null and void, but the rest of this Agreement will still apply.

Payroll Service Additional Terms

Last Updated: November 1, 2019

These Payroll Services Additional Terms (these “**Payroll Additional Terms**”) are a part of the Rippling Terms of Service (and are hereby incorporated into the Rippling Terms of Service by reference), available at <https://app.rippling.com/tos>. Capitalized terms used but not otherwise defined in these Payroll Additional Terms will have the meanings set forth in the Terms of Service. These Payroll Additional Terms set forth the additional terms and conditions under which Rippling will provide to Customer certain payroll services and other related services (the “**Payroll Services**”, as further described below). All terms of the Rippling Terms of Service, including all disclaimers, limitations of liability, agreements and indemnities, apply to these Payroll Additional Terms.

PLEASE REVIEW THESE PAYROLL ADDITIONAL TERMS CAREFULLY. BY ACCEPTING THESE PAYROLL ADDITIONAL TERMS OR USING THE PAYROLL SERVICES, YOU AGREE TO THIS AGREEMENT, INCLUDING THESE PAYROLL ADDITIONAL TERMS WITH RIPPLING, AND TO THE COLLECTION AND USE OF YOUR INFORMATION AS SET FORTH IN THE RIPPLING PRIVACY POLICY, WHICH IS PART OF THIS AGREEMENT.

1. Payroll Services

1.1 **Payroll Services.** Subject to the terms of this Agreement, Rippling will provide you with the Payroll Service for the purposes of (a) calculating payroll and its associated liabilities for your business; (b) processing payroll and making related payroll payments; (c) making certain payroll tax payments and payroll tax filings electronically (“**Tax Filings**”); and (d) if applicable, sending wage garnishments, such as child support payments, to applicable local, state, or federal agencies.

1.2 Payroll Set-Up; Payroll Information.

(a) *Payroll Set-Up.* Prior to your initial payroll processing date, you must: (i) submit accurate and complete information required by Rippling for providing the Payroll Services, including your payroll and bank account information, any required federal, state, or local powers of attorney, and any additional information requested by Rippling, (ii) satisfy, to the extent requested, all federal, state, and local payroll liabilities incurred prior to enrolling in the Payroll Service; (iii) submit any payroll returns to tax agencies (state, federal, and/or local) that were due for payroll tax liabilities incurred prior to enrolling in the Payroll Service; and (iv) cancel any prior payroll service or services of professional employee organizations/employee leasing companies.

(b) *Payroll Information.* Rippling will notify you via electronic communication or by other means when all information necessary to begin the Payroll Service has been received and the enrollment process for the Payroll Service has been completed. You shall then, prior to submitting your first payroll, review the Payroll Information for completeness and accuracy. For the purposes of the Payroll Additional Terms, “**Payroll Information**” shall mean any information provided to Rippling in connection with the Payroll Service, including but not limited to information provided by you, Account Administrators, Authorized Representatives, your employees, or your independent contractors, and all information posted in connection with the Payroll Service for your review on Rippling’s platform or otherwise requested for review by Rippling, such as the information used to calculate and pay employee payroll, track your defined employee benefits, pay payroll taxes to applicable taxing agencies (including employer identification number(s), unemployment insurance tax rates, and employment tax deposit schedule), produce payroll tax returns and W-2 statements, and print checks on your Account (if applicable). You must correct or provide any incorrect or missing Payroll Information, either through Rippling’s platform or by notifying Rippling in the manner specified in the applicable electronic communication received by you and within the time period specified therein. You are fully responsible for, and indemnify Rippling against Claims relating to, the accuracy of all information you provide, submit, and/or approve (whether provided directly or through Account Administrators or Authorized Representatives), and you are solely responsible

for, and indemnify Rippling against any Claims, including but not limited to IRS penalties and/or interest, and other penalties and/or interest arising from the failure to timely provide and maintain accurate and complete Payroll Information at all times. The Payroll Service provided will be based on and is dependent upon information provided to Rippling by you (including proof of federal, state, and local tax identification numbers), and completion of requested tasks. Failure to provide the timely, accurate, and complete Payroll Information may adversely impact Rippling's ability to perform the Payroll Service.

(c) *Payroll Processing.* As part of the Payroll Service, you agree and acknowledge that Rippling may transmit your information related to the Payroll Service, including all tax return information Rippling receives in connection with the Payroll Service, to Rippling officers, employees, affiliates and representatives, who may be located outside of the United States. Without limiting the foregoing, Rippling generally intends to restrict the dissemination of your tax return information to only those officers, employees, affiliates and representatives who Rippling determines reasonably require such information in connection with the Payroll Service.

1.3 Account Administration; Authorizations.

(a) *Account Administration.* An Account Administrator or Authorized Representative shall approve and submit the Payroll Information, thereby authorizing Rippling to create and transmit credit or debit entries (the "**Entries**") necessary to process your payroll and payroll tax transactions. You agree that by submitting each payroll through an Account Administrator or Authorized Representative: (i) you approve all Payroll Information; (ii) you represent and warrant to Rippling that no Payroll Information submitted to Rippling will result in Entries that would violate the sanctions program of the Office of Foreign Assets Control of the U.S. Department of the Treasury or any other applicable laws, rules, or regulations; (iii) you waive and release any Claim against Rippling arising out of any errors or omissions in the Payroll Information which you have not corrected or have not requested Rippling to correct; and (iv) you acknowledge that any subsequent request for corrections will be considered special handling, and additional fees may be charged. You have final responsibility for any audits or assessments, and you indemnify Rippling against losses relating to any such audits or assessments. Rippling will not have any responsibility for verifying the accuracy of any Payroll Information you provide to Rippling.

(b) *Authorization of Payroll Information.* You acknowledge, agree, and understand that (i) any information or instructions (including but not limited to Payroll Information and Entries) communicated to Rippling by you, an Account Administrator, or an Authorized Representative (or anyone that Rippling reasonably believes to be you, an Account Administrator, or an Authorized Representative) will be deemed fully authorized by you, and you shall be fully responsible for the accuracy of such information and instructions, and any Claims, including but not limited to any IRS penalties and/or interest or other penalties and/or interest arising therefrom; and (ii) notwithstanding such deemed authorization, Rippling may in its sole discretion refuse to accept or act upon any such instructions.

(c) *Authorization of Payment Orders.* An Account Administrator or Authorized Representative may submit to Rippling an instruction to approve, release, cancel, or amend the Payroll Information used to create Entries (each, a "**Payment Order**") to be originated on your behalf. Rippling does not verify or review Payment Orders for the purpose of detecting any errors; it is your responsibility to verify the accuracy of Payment Orders. You will be bound by any Payment Order that is received by Rippling in compliance with this designated authorization procedure, and you shall indemnify and hold Rippling and the other Indemnified Parties harmless from and against any Claims arising from the execution of a Payment Order in good faith and in compliance with such procedures. If Customer is a subscriber to related services, such as Benefits Administration Services, then such Account Administrator or Authorized Representative is further required to follow related instructions, including any instructions to "push" any deductions or credits to the Payroll Services, to incorporate such deductions or credits within the Payment Order.

(d) *Errors in Payment Orders.* If a Payment Order describes the payee inconsistently by name and account number, (i) payment may be made on the basis of the account number even if you identify a person different from the named payee; or (ii) Rippling may, in its sole discretion, refuse to accept or may return the Payment Order. If a Payment Order describes a participating financial institution inconsistently

by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. If a Payment Order identifies a non-existent or unidentifiable person or account as the payee or the payee's account, Rippling may, in its sole discretion, refuse to accept or may return the Payment Order.

1.4 Payroll Account. You acknowledge and agree that (a) funds withdrawn from the Bank Account (as defined below) for payroll direct deposits, payroll taxes and other payments contemplated by the Payroll Additional Terms ("**Payroll Funds**") will be held by in one or more deposit accounts at one or more depository institutions in the United States (collectively, the "**Payroll Account**") until such time as those payments are paid to your employees and/or independent contractors and the appropriate taxing agencies, and no interest will be paid to you on these amounts, (b) each deposit account comprising the Payroll Account will be titled in the name of the depository institution holding such account in its capacity as agent for customers of Rippling, (c) Rippling is not the owner of and has no legal or beneficial or other interest or claim to, and does not control, the Payroll Account or any funds held in the Payroll Account, provided that Rippling may give instructions to any depository institution holding funds in the Payroll Account to effectuate payments and corrections authorized by you in accordance with these Payroll Additional Terms, (d) funds maintained on deposit in any deposit account comprising the Payroll Account are deposit obligations of the depository institution at which such account is maintained and not liabilities or obligations of Rippling, and (e) funds held on your behalf in the Payroll Account may be commingled with funds of other payroll customers, but Rippling will maintain records in good faith in the ordinary course of business reflecting your interest in the Payroll Account.

1.5 Bank Account.

(a) *Funding of Bank Account*. Customer will ensure that it has sufficient funds in Customer's account within the applicable deadline to satisfy Customer's third party payment obligations, including prior to approving a payroll run. In particular, Customer will maintain in the Bank Account, as of the applicable payroll direct deposit date, payroll tax deposit date, or other settlement or due date and time, immediately available funds sufficient to cover all disbursements, fees, payroll taxes or any other amounts due (collectively, the "**Amounts Due**") under the Payroll Additional Terms. Your obligation to have sufficient funds in the Bank Account to cover the Amounts Due matures at the time Rippling originates the applicable Entries for the Amounts Due and is unaffected by termination of the Payroll Service. Rippling may set off any amounts you owe to it against any amounts it owes to you in order for Rippling to obtain payment of your obligations as set forth in the Payroll Additional Terms.

(b) *Debits and Credits*. On or prior to your payroll direct deposit and/or payroll tax deposit date or other applicable settlement or due date, you authorize Rippling to originate one or more debit Entries to the bank account designated by you ("**Bank Account**") at the depository financial institution indicated by the routing number associated with the Bank Account that you provide to Rippling (the "**Bank**"), and to debit the Bank Account in such amounts as are necessary to (i) fund your direct deposits and any payments to be made to your employees by check; (ii) pay any fees or charges associated with the Payroll Service, including, without limitation, finance charges; (iii) pay your payroll taxes (including all withholding and other taxes that may be included in the Payroll Service); (iv) pay any debit, correcting, or reversing Entry initiated pursuant to the Payroll Additional Terms which is later returned unpaid; (v) verify the Bank Account through a test deposit or debit authorization; and (vi) pay any other amount that is owing under the Payroll Additional Terms or in connection with the Payroll Service. You also authorize Rippling to initiate credit Entries to the Bank Account in the event there are Unpaid Funds to be returned you, as described herein. These authorizations are to remain in full force and effect until Rippling has received written notice from you of termination of any such authorizations in such time and such manner as to afford Rippling and the Bank a reasonable opportunity to act upon such notice. Rippling is not responsible for determining whether the bank accounts of any payors or payees have deposit or withdrawal restrictions. You represent and warrant that (i) you are the owner of the Bank Account and have the right, power and authority to authorize withdrawals or other debits to the Bank Account, and (ii) you are not engaged in any business or activities or other conduct that violates the laws of the United States or other applicable law and that none of the funds or proceeds to be deposited on your behalf in the Payroll Account were derived from or represent proceeds of any crime.

(c) *Insufficient Funds.* If you do not have sufficient funds in the Bank Account to pay the Amounts Due at the time required, or if you refuse to pay the Amounts Due (each, an “**Overdraft**”), then Rippling will not be able to cause payments to be made from the Payroll Account of the Amounts Due to the applicable parties and will not be liable for any consequences or Claims directly or indirectly arising from such failure to pay, and Rippling may (i) debit the Bank Account or any other account owned in whole or in part by you to pay disbursements, fees or charges, payroll taxes, or other amounts due; (ii) refuse to cause payments to be made from the Payroll Account for any unremitted payroll taxes to the applicable tax agencies, in which case the payroll tax liability will become your sole responsibility; (iii) refuse to perform further Payroll Services following your third Overdraft; (iv) recoup any Amounts Due paid from the Payroll Account to individual Users from individual Users’ direct deposit account. You agree to indemnify and hold Rippling harmless from any Claims resulting from any Overdraft.

(d) *Fees; Interest.* Customer will pay to Rippling the amount of any unfunded payroll file (including debit returned to Rippling because of insufficient or uncollected funds or for any other reason), plus any associated bank fees or penalties, upon demand and interest on the unfunded payroll amount at the rate of 1.5% per month (or the maximum allowed by law, if less). Also, if any debit to an employee’s, contractor’s or other payee’s account reversing or correcting a previously submitted credit is returned for any reason, Customer will cooperate with Rippling to recover funds credited to any employee or contractor as a result. Customer’s funds may be placed with other clients’, Rippling’s or Rippling-administered funds of a similar type. All amounts earned on such funds while held by Rippling will be for the sole account of Rippling.

(e) *Excess Credits.* In the event that Rippling erroneously initiates a credit to the Bank Account in excess of the amount that should have been credited (the “**Excess Credit Amount**”), if any, then you shall promptly notify Rippling as soon as it becomes aware of such erroneous credit. You authorize Rippling to debit any Excess Credit Amounts from the Bank Account, and if the Bank Account contains insufficient funds to cover the Excess Credit Amount, you agree to promptly refund the Excess Credit Amount to Rippling through other payment methods that Rippling may deem acceptable at its sole discretion.

(f) *Compliance with Laws.* As set forth in the Terms of Service, for paid products like Payroll Services, Rippling will automatically debit your Bank Account via Automated Clearing House (“**ACH**”) transactions to the Payroll Account and also transmit funds via ACH transactions to the payee’s account; such transactions must comply with applicable laws, rules, and regulations, including rules governing ACH transactions promulgated by the National Automated Clearing House Association (“**NACHA**”), which rules may be amended from time to time, (“**NACHA Rules**”) and Article 4A of the Uniform Commercial Code, as adopted in California and as may be amended from time to time (as amended, the “**UCC**”). Origination, receipt, return, adjustment, correction, cancellation, amendment, and transmission of Entries must be in accordance with the NACHA Rules, and, with respect to credit Entries which constitute Payment Orders, the UCC.

1.6 ACH Origination

(a) *ACH Originations and Rejections.* The Payroll Service will enable you to enter the Payroll Information and to approve and submit it to Rippling for creation, formatting, and transmission of Entries in accordance with the NACHA Rules and the UCC. Rippling may reject any Payroll Information or Entry which does not comply with the requirements in the Payroll Additional Terms, NACHA Rules, or the UCC, or with respect to which the Bank Account does not contain sufficient available funds to pay for the Entry. If any Payroll Information or Entry is rejected, Rippling will make a reasonable effort to notify you promptly so that you may correct such Payroll Information or request that Rippling correct the Entry and resubmit it. A notice of rejection of Payroll Information or an Entry (each, a “**Rejection Notice**”) will be effective when given and may be delivered through any means, including via email or through your Account. Rippling will have no liability to you for (i) the rejection of any Payroll Information or Entry or any Claims directly or indirectly arising therefrom; or (ii) any delay in providing, or any failure to provide, you with a Rejection Notice, or any Claims arising directly or indirectly therefrom. If you request that Rippling correct any Payroll Information or Entries on your behalf, Rippling may attempt to do so; *provided, however*, that Rippling is not obligated to make any requested corrections, and Rippling is not liable for any Claims or

other consequences that may directly or indirectly result from Rippling's attempt to correct, or failure to correct, such Payroll Information or Entries.

(b) *Submitted Payroll Information.* After the Payroll Information has been approved by an Account Administrator and submitted to Rippling for the purposes of initiating a payroll-related transaction (such action, to "**Submit**," and Payroll Information that has been submitted in the foregoing manner, "**Submitted Payroll Information**") and received by Rippling, you may not be able to cancel or amend such Submitted Payroll Information. Rippling will use reasonable efforts to act on any cancellation or amendment requests it receives from an Account Administrator prior to transmitting the Entries to the ACH or gateway operator, but will have no liability if the cancellation or amendment is not effectuated. You will reimburse Rippling for any expenses, losses, fines, penalties, or damages Rippling may incur in effecting or attempting to effect such a request. You authorize Rippling to originate, on your behalf as originator, credit Entries to the accounts of designated receivers for the purpose of effectuating payroll-related transactions contained in Submitted Payroll Information and to instruct the depository institution or depository institutions holding the Payroll Account to debit the Payroll Account in the amount of such Entries and to cause the issuance of checks drawn on the Payroll Account for any payroll-related transactions contained in Submitted Payroll Information to be paid by check or alternative mutually agreeable method. Except for Entries created from Payroll Information that has been re-approved and re-Submitted by an Account Administrator in accordance with the requirements of the Payroll Additional Terms, Rippling will have no obligation to retransmit a returned Entry to the ACH or gateway operator if Rippling complied with the terms of the Payroll Additional Terms with respect to the original Entry.

1.7 Payroll Processing Schedule. Rippling will process the Submitted Payroll Information and Entries by close of business on the day set forth in Rippling's then-current processing schedule applicable to you, provided that (i) the Submitted Payroll Information is received by Rippling no later than your applicable cut-off time for Submitted Payroll Information on a business day; and (ii) the ACH is open for business on that business day. If Rippling receives approved and Submitted Payroll Information after the applicable cut-off time for Submitted Payroll Information on a given business day, or if Rippling receives the Submitted Payroll Information on a non-business day, Rippling will not be responsible for failure to process the Submitted Payroll Information on that day. If any of the requirements of clauses (i) or (ii) of this paragraph are not satisfied, Rippling will use reasonable efforts to process the Submitted Payroll Information and transmit the Entries to the ACH with the next regularly-scheduled file created by Rippling (which will only occur on a business day on which the ACH is open for business). As a reminder, ACH is not open for business on recognized holidays, such as Thanksgiving.

1.8 ACH Transactions and Entries

(a) *Credits.* Any credit given to you by any depository institution holding a deposit account comprising the Payroll Account with respect to any Entry is provisional until such depository institution receives final settlement for such Entry through a Federal Reserve Bank. If such depository institution does not receive such final settlement, you are hereby notified and agree that such depository institution is entitled to a refund from you in the amount credited to you in connection with such Entry, and the party making payment to you via such Entry (i.e., the Originator (as defined in the NACHA Rules) of the Entry) shall not be deemed to have paid you in the amount of such Entry.

(b) *Reversals.* Upon your request, Rippling will make a reasonable effort to reverse an Entry, but will have no responsibility for the failure of any other person or entity to honor your request, and Rippling cannot guarantee that the Entry will be successfully reversed. You agree to reimburse Rippling for any costs or expenses incurred in attempting to honor such a reversal request. If required under the NACHA Rules or the UCC, you must obtain a payee's consent before attempting to reverse an Entry that was credited to such payee. By initiating a request to reverse an Entry that was credited to a payee, you represent and warrant to Rippling that it has already obtained the payee's consent for the reversal, if such consent is required under the NACHA Rules or the UCC.

(c) *Notifications.* Under the NACHA Rules, which are applicable to ACH transactions involving your Account, neither Rippling nor any depository institution holding the Payroll Account is required to give next day notice to you of receipt of an ACH item and will not do so.

(d) *International ACH Transactions.* You expressly acknowledge that Rippling does not intentionally or knowingly engage in or support International ACH Transactions (“**IATs**”), as defined in the NACHA Rules. You represent and warrant that (i) the direct funding for the Entries originated by Rippling on behalf of you does not come from or involve a financial agency office that is located outside the territorial jurisdiction of the United States; (ii) you will not instruct Rippling to create, originate, or transmit Entries that use IAT as the Standard Entry Class Code (as defined in the NACHA Rules), or are otherwise required to be IATs under the NACHA Rules; and (iii) you will not engage in any act or omission that causes or results in Rippling creating, originating, or transmitting an IAT or a payment that should have been categorized as an IAT pursuant to the NACHA Rules. Rippling may, in its sole discretion, temporarily or permanently suspend providing the Payroll Service to you, without liability, if Rippling has reason to believe that you have breached any of the foregoing representations and warranties in this paragraph. You acknowledge that you are the Originator (as defined in the NACHA Rules) of each Entry originated on your behalf by Rippling and assumes the responsibilities of an Originator under the NACHA Rules. You further acknowledge that under the NACHA Rules and the UCC, Rippling, as a Third-Party Sender (as defined in the NACHA Rules), is required to make certain warranties on behalf of the Originator with respect to each Entry. You agree to indemnify Rippling for any Claim which results, directly or indirectly, from a breach of such a warranty made by Rippling on behalf of you, unless such breach results solely from Rippling’s own gross negligence or intentional misconduct. You also acknowledge that under the NACHA Rules and the UCC, Rippling is required to indemnify certain persons, including, without limitation, the ODFI (as defined in the NACHA Rules), for the Originator’s failure to perform its obligations thereunder. You agree to indemnify Rippling for any Claims which result from the enforcement of such an indemnity, unless the enforcement results solely from Rippling’s own gross negligence or intentional misconduct. You agree to be bound by the NACHA Rules and further agree not to originate any Entries that violate the laws of the United States or other applicable law. You acknowledge and agree that Rippling and any originating depository financial institution through which Entries you originate are processed may terminate or suspend your ability to originate Entries and may audit your compliance with the NACHA rules.

1.9 Taxes.

(a) *Tax Filings.* Rippling shall file tax returns on your behalf once you have processed your payroll through with Rippling and the payroll has been paid out to the payees. You shall timely and accurately update all wage and payroll information as necessary to reflect changes and respond with additional information, as may be requested from time to time by Rippling. Rippling, at its option, may decide not to file your payroll tax returns, pay your payroll taxes, or otherwise process your payroll if there are any unresolved problems with any information requested by Rippling or submitted by you, an Account Administrator, or an Authorized Representative. Rippling’s sole liability and your sole remedy with respect to Rippling’s obligations to perform the payroll tax portion of the Payroll Service shall be as follows: (i) Rippling will reimburse you for, or pay directly to the appropriate taxing authority, the amount of any payroll taxes received from you and not remitted to the appropriate taxing authority; and (ii) Rippling will reimburse you or pay directly to the appropriate taxing authority any penalties resulting from a negligent error or omission by Rippling, provided that you must use reasonable efforts to mitigate any penalties or losses resulting from such negligent error or omission by Rippling. If there are individual Tax Filings that you prefer to make outside of the Rippling Services, you should notify Rippling in writing, but Rippling may refuse to administer any requested changes to the Payroll Service, including relating to the Tax Filings.

(b) ***Important Tax Information.*** Even though you have authorized a third party, such as Rippling, to file payroll tax returns and make payroll tax payments, ultimately, you are held responsible by taxing authorities for the timely filing of employment tax returns and the timely payment of employment taxes for your employees. Rippling and the IRS recommend that you enroll in the U.S. Treasury Department’s Electronic Federal Tax Payment System (“**EFTPS**”) to monitor your IRS account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at www.eftps.gov, or by calling

(800) 555-4477 for an enrollment form. State tax authorities generally offer similar means to verify tax payments. You should contact the appropriate state offices directly for details.

(c) **Tax Return Information.** You hereby authorize us to provide any and all tax return information we receive in connection with our service relationship with you to our officers, employees and affiliates, including but not limited to officers and employees who may be located outside of the United States, for the purpose of providing the Rippling Services. Without limiting the foregoing, we generally intend to restrict the dissemination of your tax return information to only those officers, employees and affiliates who we determine reasonably require such information in connection with the Rippling Services we provide to you. Your consent will be valid for the duration of our service relationship with you or upon your request to withdraw such consent.

1.10 Failed Direct Deposits. In the event that a direct deposit payroll payment fails to be paid to the payee, and the funds are returned to the Payroll Account (“**Unpaid Funds**”), Rippling will notify you of such Unpaid Funds and provide you with the appropriate details related to those funds. You may update the required wage and payroll information as necessary to reflect any necessary changes in accordance with the provisions of these Payroll Additional Terms to allow Rippling to re-perform the direct deposit payroll payment on your behalf. Rippling may also instruct the depository institution holding the Payroll Account to debit the Payroll Account and originate an ACH credit entry to the Bank Account to return the Unpaid Funds. You, not Rippling, are required to contact payees and/or otherwise resolve the Unpaid Funds. You acknowledge that you are responsible for complying with all applicable state unclaimed or abandoned property laws related to Unpaid Funds, and you hereby expressly releases Rippling from all liability and Claims directly or indirectly arising from state unclaimed or abandoned property laws, including any applicable penalties and/or interest. Rippling shall have no obligation to defend or otherwise indemnify you in the event of an audit, examination, assessment, or other enforcement action by a state related to the Unpaid Funds under its unclaimed or abandoned property laws.

1.11 Errors.

(a) *By Customer.* If you become aware of a failure, possible failure, investigation, audit, or penalty relating to any Payroll Services, you agree to promptly notify Rippling in writing and agree to cooperate in resolving any such issue. To the extent that a payroll or tax filing error (each, an “**Error**”) is partially or solely caused by Customer for any reason, Rippling will have no liability to you. If you request that Rippling correct any Errors on your behalf, Rippling may attempt to do so; *provided, however*, that Rippling is not obligated to make any requested corrections, and Rippling is not liable for any Claims or other consequences that may directly or indirectly result from Rippling’s attempt to correct, or failure to correct such Error. Notwithstanding the foregoing, Rippling may also use reasonable efforts to assist you with any corrections. You further acknowledge that you may be charged supplemental fees to correct such Errors.

(b) *By Rippling.* To the extent that an Error is solely caused by Rippling, the penalties and interest associated with a correction of such error shall be payable by Rippling, provided that Customer provide reasonable assistance to Rippling in correcting the error and minimizing any penalties due.

1.14 Rippling Is Not a Fiduciary. You acknowledge and agree that (i) Rippling is not acting in a fiduciary capacity for you; (ii) using the Payroll Service does not relieve you of your obligations under local, state, or federal laws or regulations to retain records relating to your data contained in Rippling’s files; and (iii) any information that Rippling provides in connection with the Payroll Service is for informational purposes only and should not be construed by you as legal, tax, or accounting advice.

1.15 Service Suspensions. Without limiting our other rights or remedies in the Rippling Terms of Services, we may immediately suspend your access to any portion of the Payroll Services without prior notice if (a) we reasonably suspect fraud, including due to a forged check, chargebacks, inquiries on a previous account, (b) you have insufficient funds in your accounts, including any NSFs, or (c) we reasonably determine that you have violated any material provisions of these Payroll Services Additional Terms (“**Service Suspensions**”). We will provide notice of any Service Suspension following the

commencement of the Service Suspension and provide updates regarding resumption of Rippling Services following any Service Suspension. Rippling will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that you may incur as a result of any Service Suspension.

2. Effect of Termination of the Payroll Service

You acknowledge and understand that if you terminate the Payroll Service or Rippling terminates the Payroll Service (“**Account Termination**”), then such termination may not be reversible. In the event that you or Rippling terminates your Payroll Service, then as of the effective time of such termination, Rippling will have no obligation to make further payroll tax filings or payments on your behalf. In the event of an Account Termination, you will lose their ability to access account information and historical data stored with Rippling (“**User Data**”). You will be responsible for downloading all User Data immediately prior to an Account Termination. Rippling may also provide some supplemental Payroll Services associated with Account Termination.

3. Additional Obligations

3.1 Accuracy of User Representations. Rippling must rely on representations, submissions, wage and payroll information, written communication, inputs, and data provided by you (including your employees, Account Administrators, and/or Authorized Representatives) (“**User Representations**”). **You acknowledge that all provisions of these Payroll Service Additional Terms require accurate, complete, and timely User Representations and that Rippling is entitled to rely conclusively on all User Representations. You further acknowledge that it is your responsibility to confirm carrier enrollments on behalf of your employees.** Rippling does not have any obligation to verify, correct, or otherwise ensure the accuracy or quality of the User Representations and shall not have any liability for errors, omissions, penalties, fines, judgments, or other losses incurred that result from inaccurate, mistaken, or incomplete User Representations that you, an Account Administrator, or an Authorized Representative.

3.2 Additional Terms; Authorizations. You may need to agree to additional terms and conditions and complete and sign additional forms or authorizations that Rippling provides to you, as required by law or as otherwise necessary to provide the Payroll Service. Failure to timely provide the required authorizations may adversely impact Rippling’s ability to perform the Payroll Service. In particular, solely where applicable and required, you designate Rippling as your agent and limited attorney-in-fact in connection with Payroll Services, including for the receipt of payment from a Customer on your behalf, and communications and submissions to relevant federal, state, and local tax authorities regarding your taxes. As a User, you further agree that Rippling is an agent of the payee for you pursuant to a preexisting contract between you and your employer, and that you, as the payee, are a provider of services who is owed payment of money from such employer.

3.3 Compliance with Laws. You agree that you are solely responsible for compliance with all laws, rules, and regulations, including the Internal Revenue Code, NACHA Rules, the UCC, and related state and local tax codes and federal, state, and local employment laws, and you will make all required filings with relevant governmental agencies.

Benefits Administration Services Additional Terms

Last Updated: November 28, 2019

These Benefits Administration Services Additional Terms (these “**Benefits Administration Additional Terms**”) are a part of the Rippling Terms of Service (and are hereby incorporated into the Rippling Terms of Service by reference), available at <https://app.rippling.com/tos>. Capitalized terms used but not otherwise defined in these Benefits Administration Additional Terms will have the meanings set forth in the Terms of Service. These Benefits Administration Additional Terms set forth the additional terms and conditions under which Rippling will provide to Customer certain benefits administration services (the “**BeneAdmin Services**”) and other related services, such as “**Federal COBRA Administration Services**”, “**ACA Administration Services**”, and “**Flex Benefits Administration Services**” (collectively, the “**Benefits Administration Services**”, as further described below). All terms of the Rippling Terms of Service, including all disclaimers, limitations of liability, agreements and indemnities, apply to these Benefits Administration Service Additional Terms.

PLEASE REVIEW THESE BENEFITS ADMINISTRATION ADDITIONAL TERMS CAREFULLY. BY ACCEPTING THESE BENEFITS ADMINISTRATION ADDITIONAL TERMS OR USING THE BENEFITS ADMINISTRATION SERVICES, YOU AGREE TO THIS AGREEMENT, INCLUDING THESE BENEFITS ADMINISTRATION ADDITIONAL TERMS WITH RIPPLING, AND TO THE COLLECTION AND USE OF YOUR INFORMATION AS SET FORTH IN THE RIPPLING PRIVACY POLICY, WHICH IS PART OF THIS AGREEMENT.

1. Benefits Administration Services

1.1 Users of Benefits Administration Services.

(a) *Entity or Organization Users.* Rippling will provide the Account Administrator and/or an Authorized Representative who is authorized to elect and manage Insurance Policies or Benefit Plans (as defined below) on behalf of an entity or organization (the “**Benefits Administrator**”) with access to certain administrative and management components of the Benefits Administration Services as described herein. Such Services will be made available directly to Customer or through Customer’s selected broker of record, which may or may not be affiliated with Rippling’s digital insurance agency, Rippling Insurance Services, Inc. (formerly Waveling Insurance Services, Inc.) (“**Rippling Insurance**”). If Customer has appointed Rippling Insurance as its broker of record, then such Broker Services will be subject to the Broker Additional Terms.

(b) *Individual Users.* For all other Users, the Benefits Administration Services shall be limited as set forth within the service descriptions below.

1.2 BeneAdmin Services.

(a) *Entity or Organization Users.* For Benefits Administrators, Rippling will provide you with certain services to assist you in: (i) finding, selecting, and managing one or more group health insurance policies (the “**Insurance Policies**”) offered by health insurance companies (the “**Benefits Providers**”); (ii) establishing and administering the Benefit Plans; and (iii) preparing and distributing certain of the ERISA Documents (as defined below).

(b) *Individual Users.* For Individual Users, the BeneAdmin Service will be limited to: (i) managing the enrollment and disenrollment of you and your eligible beneficiaries during open or special enrollment periods; and (ii) providing you with Insurance Policy documents and the Benefits Provider certificates.

1.3 Federal COBRA Administration Services.

(a) *Entity or Organization Users.* For Benefits Administrators, Rippling will provide you with certain services to assist you in administering federal group health plan continuation coverage requirements (“**COBRA**”) pursuant to Section 4980B of the Internal Revenue Code of 1986 (“**Code**”), as amended and Sections 601 and 609 of the Employee Retirement Income Security Act of 1974, as amended from time to time (“**ERISA**”). In particular, where certain individual Users who have terminated employment with an employer (including their COBRA eligible spouses and/or qualified beneficiaries) who remain an active User of the BeneAdmin Services (“**Former Employees**”), you will be able to enroll in health insurance pursuant to COBRA continuation coverage, provided that you represent and agree that: (i) COBRA will be administered electronically, (ii) all your employees have consented to electronic delivery of all COBRA related materials, and (iii) obtained consents are valid and effective under current IRS and DOL guidance. **Customer acknowledges and agrees that, should a Former Employee or your employee request (i) COBRA information and/or notices by mail, or (ii) request or attempt to pay COBRA premiums by cash or check, Customer will, without any action or notice on the part of Rippling, become immediately liable and responsible for all COBRA administration, payment processing, notices and any other required documentation or services.** Rippling may, at its election, develop and provide supplemental COBRA administration capabilities, including notices via physical mail.

(b) *Individual Users.* For Individual Users who are Former Employees, you can utilize the Benefits Administration Service to enroll in COBRA. Rippling does not offer state continuation administration services at this time and you agree and acknowledge that compliance with any state health care continuation laws remains your sole responsibility. While you, as a Former Employee, may continue to access your account, Rippling does not guarantee that the Benefits Administration Service will be updated to reflect your COBRA continuation coverage enrollment information.

1.4 ACA Administration Services.

(a) *Entity or Organization Users.* For Benefits Administrators, Rippling will provide you with certain services to assist you in compliance with year-end reporting obligations under the Affordable Care Act (“**ACA**”), including submission of year-end filings. You acknowledge that Rippling does not currently provide full ACA compliance service, and that you are responsible for managing ACA compliance, including tracking of eligible part-time employees.

(b) *Individual Users.* For Individual Users, the ACA Reporting Services will be limited to preparing, distributing, and filing ACA year-end compliance documents.

1.5 Flex Benefits Administration Services. Rippling will provide you with certain Flex Benefits administration services through a third-party flex benefits administrator, including a Health FSA, Dependent Care FSA, Commuter Plan, and/or HSA. You acknowledge that Rippling’s continued provision of Flex Benefits Administration Services is dependent on and subject to the terms of its third-party flex benefits administrator partner.

1.6 Limitations on Benefits Administration Information. As part of the Benefits Administration Service, Rippling may provide oral or written summaries and descriptions of Insurance Policies (the “**Benefits Information**”). In the event that there is a conflict between the Benefits Information and any information contained in Insurance Policy documents or the Benefits Provider certificates published by the Benefits Providers, the information contained in the Insurance Policy documents or the Benefits Provider certificates shall control. **Rippling cannot and does not provide legal, tax or accounting advice.** By using the Benefits Administration Service, you acknowledge and agree that you understand Rippling is not rendering any such advice to you, and that you have been advised to consult with your own legal and tax advisors regarding your use of the Benefits Administration Service.

1.7 Rippling is not a Benefits Provider or Adviser. Rippling is not a plan sponsor or plan administrator of the Insurance Policies or Benefit Plans, and does not and cannot design, amend, modify, or terminate any of the Insurance Policies or Benefit Plans offered or recommended as part of the Benefits Administration Service. Additionally, Rippling does not process claims, make decisions, or determine eligibility requirements for specific Insurance Policies or Benefit Plans. For example, while Rippling may

communicate enrollment information to a Benefits Provider, **Rippling does not guarantee or confirm that all enrollment information has been processed and accepted by a Benefits Provider.** You are advised to communicate with any Benefits Provider directly should you have questions about eligibility, enrollment, or other questions within their purview. Your insurance broker may provide you with recommendations and price offerings for Insurance Policies or Benefit Plans provided by the relevant Benefits Providers as part of the Benefits Administration Service. The decision to accept any such Insurance Policy or Benefit Plan is made solely by you.

1.8 Fiduciary Responsibility. You acknowledge and agree that Rippling is not acting hereunder in a fiduciary capacity (including, for the avoidance of doubt, as any named fiduciary within the meaning of ERISA section 402(a)(2), “plan administrator” within the meaning of ERISA section 3(16)(A), nor “plan sponsor” within the meaning of ERISA section 3(16)(B)) and shall in no event be deemed to be a fiduciary with respect to you or any Insurance Policy or Benefit Plan. Rippling does not make any claims determinations for purposes of ERISA. You acknowledge that you remain the fiduciary of any and all Insurance Policies and Benefit Plans procured or managed through the Benefits Administration Service. You are responsible for reviewing for accuracy all communications, notices, and invoices you receive directly from your Benefits Provider.

1.9 ERISA Compliance. You have certain obligations under ERISA with respect to the Insurance Policies and Benefit Plans. Rippling may help you meet these obligations by distributing draft copies of summary plan description, summary of material modifications, and certain other notices that may be required under ERISA (“**ERISA Documents**”). Rippling may also provide template plan documents of one or more of the following employee benefit plans (each, a “**Benefit Plan**”) for the benefit of your eligible employees (the “**Plan Participants**”): a health flexible spending account (the “**Health FSA**”), dependent care flexible spending account (the “**Dependent Care FSA**”), qualified transportation fringe benefit plan (the “**Commuter Plan**”); facilitation of pre-tax contributions by your employees to health savings accounts opened with a custodian made available by Rippling Insurance (the “**HSA**”), and such other benefit plans or arrangements that Rippling provides or may provide in the future. However, while Rippling will provide initial drafts of ERISA Documents and the Benefit Plans, you agree that the ultimate responsibility for the accuracy, compliance with applicable law, completeness, and timely filing of the ERISA Documents and Benefit Plan documents is solely your own. You agree and acknowledge that (i) your legal counsel has reviewed the ERISA Documents and Benefit Plan documents or (ii) despite our advisement, you have declined to have legal counsel review the ERISA Documents and Benefit Plan documents. As such, any penalties, failures, fees, or other expenses that arise from such documents will be borne exclusively by you.

1.10 Funding Plans. You are solely responsible for funding all benefits payable under the applicable Benefit Plan. You agree that Rippling has no financial liability or responsibility for the payment of any Benefit Plan benefit or claim. Should you choose to adopt a Health FSA, Dependent Care FSA, or Commuter Plan, you agree to establish one or more general assets bank accounts in your name and provide Rippling Insurance (or its designee), with check-writing authority with respect to such designated bank account. Rippling has no liability for any errors in crediting an HSA, including over-crediting an HSA, due to inaccurate or false information provided by you or your employees. Rippling cannot reverse transfer of funds to an HSA in all circumstances. While Rippling will use commercially reasonable efforts to facilitate reversals from HSAs, all costs and expenses associated with such crediting error will be borne by you.

1.11 ERISA Documents: Benefit Plans. Rippling reserves the right to amend, adjust, or discontinue providing initial drafts of any of the ERISA Documents or Benefit Plans. We will agree to notify you if we implement such a change. While we will make you aware of any issues or inaccuracies of the ERISA Documents and the Benefit Plans should Rippling become aware, we are not responsible for the design, implementation, amendment, or termination of any Benefit Plan. You agree to notify Rippling at least 45 days prior to the effective date should you amend, modify, or otherwise materially alter any Benefit Plan document. Rippling reserves the right to refuse to administer your modification, amendment, or alteration to a Benefit Plan document.

2. Additional Obligations

2.1 Accuracy of User Representations. In order to provide the Benefit Administration Service, Rippling must rely on representations, submissions, written communication, inputs, Benefit Plan eligibility determinations, and data provided by you (including your employees and Benefits Administrators) (“**User Representations**”). **You acknowledge that all provisions of these Benefit Service Additional Terms require accurate, complete, and timely User Representations and that Rippling is entitled to rely conclusively on all User Representations. You further acknowledge that it is your responsibility to confirm carrier enrollments on behalf of your employees.** Rippling does not have any obligation to verify, correct, or otherwise ensure the accuracy or quality of the User Representations and shall not have any liability for errors, omissions, penalties, fines, judgments, or other losses incurred that result from inaccurate, mistaken, or incomplete User Representations that you, an Account Administrator, or an Authorized Representative.

2.2 Electronic Notices. You agree that your employees consent to electronic notice, delivery, payment, debit, and/or communication of all materials related to the Benefits Administration Service.

2.3 Errors. If you become aware of a failure, possible failure, investigation, audit, or penalty relating to any Benefits Administration Services, you agree to promptly notify Rippling in writing and agree to cooperate in resolving any such issue. If you request that Rippling correct any error on your behalf, Rippling may attempt to do so; *provided, however*, that Rippling is not obligated to make any requested corrections, and Rippling is not liable for any claims or other consequences that may directly or indirectly result from Rippling’s attempt to correct, or failure to correct, such error.

2.4 Compliance with Laws. You agree that you are solely responsible for compliance with all laws, including but not limited to the Code and ERISA, as applicable to each Benefit Plan, and make all required filings with governmental agencies, including the IRS and DOL. You acknowledge and agree that you are solely responsible for determining the legal and tax status of the applicable Benefit Plan, including but not limited to compliance with the Code, COBRA and ERISA, and their respective implementing regulations and guidance, as applicable. You also acknowledge and agree that Rippling and Rippling Insurance have no liability should a Plan Participant contribute to a Benefit Plan in excess of limits established under applicable law (including, for example, rules and regulations set forth by the IRS). Except with respect to Flex Benefits Administration Services, you agree not to provide Rippling with protected health information within the meaning of 45 C.F.R. Section 160.103.

3. Broker Services Not Included

The BeneAdmin Services may be shared with or accessed via your insurance broker as an Authorized Representative, including (a) Rippling’s licensed insurance agency, Rippling Insurance, if you appoint Rippling Insurance as your broker of record, (b) a Rippling Insurance broker partner (“Rippling Partner”), or (c) your own third-party insurance broker (“BYOB”). You acknowledge and agree that any broker benefits services, whether provided by Rippling Insurance, a Rippling Partner or BYOB, are not part of these Benefits Administration Services. Rippling has no responsibility in assisting you with the implementation of your Insurance Policy, and in particular, Rippling does not: (d) manage your Insurance Policy renewal process; (e) submit enrollment forms to carriers; (f) confirm carrier enrollments, nor (g) perform any other activities or functions customarily handled by your insurance broker. Rippling charges fees for you to utilize the BeneAdmin Services, which you may pay directly or may be covered through your broker. You are solely responsible for payment of any fees related to the BeneAdmin Service and will pay such fees if your broker fails to do so.

4. Fees for Benefits Administration Services

Rippling may waive the fees associated with the Benefits Administration Services, if Customer receives Broker Services or such similar services from Rippling Insurance or its affiliates and partners. No other Benefits Administration Services fees shall be waived. In the event the Client rescinds the status of

Rippling Insurance or a Rippling Partner, as broker of record, Rippling will be entitled to charge Customer for the Benefits Administration Services and any additional carrier feeds at prevailing rates.

5. Limitation of Liability

WITHOUT LIMITING THE GENERALITY OF THE LIMITATIONS OF LIABILITY AND DISCLAIMERS SET FORTH IN THE MAIN BODY OF THE RIPPLING TERMS OF SERVICE, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, YOU UNDERSTAND, ACKNOWLEDGE AND AGREES THAT: (A) NOTHING HEREIN CONSTITUTES AN OFFER OR GUARANTEE OF HEALTH INSURANCE COVERAGE; (B) REQUIREMENTS FOR A SPECIFIC INSURANCE POLICY OR SERVICE ARE MADE SOLELY BY THE BENEFITS PROVIDER OF THAT INSURANCE POLICY OR SERVICE; (C) RIPPLING DOES NOT GUARANTEE ANY BENEFITS PROVIDER'S INSURANCE POLICY OR SERVICE; AND (D) RIPPLING IS NOT AND SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS, LIABILITIES, OR LOSSES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF ANY BENEFITS PROVIDER'S INSURANCE POLICY OR YOUR OWN INSURANCE BROKER'S INSURANCE POLICY.

Broker Services Additional Terms

Last Updated: November 28, 2019

These Broker Services Additional Terms (these “**Broker Additional Terms**”) are a part of the Rippling Terms of Service (and are hereby incorporated into the Rippling Terms of Service by reference), available at <https://app.rippling.com/tos>, and set forth the terms and conditions under which Rippling Insurance Services, Inc. (formerly Waveling Insurance Services, Inc.) (“**Rippling Insurance**”), a subsidiary of People Center, Inc. doing business as Rippling (“**Rippling**”), agrees to provide to Customer certain broker and employee benefits services (the “**Broker Services**,” as further described below). Capitalized terms used but not otherwise defined in these Broker Additional Terms will have the meanings set forth in the Terms of Service. The Broker Service will be provided by Rippling Insurance or one of its broker partners (each, a “**Rippling Insurance Partner**,” and collectively, “**Rippling Insurance Brokers**”). Additional information regarding Rippling Insurance licensure is available at <https://app.rippling.com/waveling-licensing>. All terms of the Rippling Terms of Service, including all disclaimers, limitations of liability, agreements and indemnities, apply to these Broker Additional Terms.

PLEASE REVIEW THESE BROKER ADDITIONAL TERMS CAREFULLY. BY ACCEPTING THESE BROKER ADDITIONAL TERMS OR USING THE BROKER SERVICES, YOU AGREE TO THIS AGREEMENT, INCLUDING THESE BROKER ADDITIONAL TERMS WITH RIPPLING, AND TO THE COLLECTION AND USE OF YOUR INFORMATION AS SET FORTH IN THE RIPPLING PRIVACY POLICY, WHICH IS PART OF THIS AGREEMENT.

1. Broker Services

1.1 Broker Services. Rippling Insurance Brokers shall provide a User or Customer, who is authorized to elect and manage Insurance Policies or Benefit Plans on behalf of an entity or organization (such User or Customer, the “**Benefits Administrator**”), with assistance in certain employee benefits services, including, but not limited to: (a) finding, selecting, and managing one or more group health insurance policies (the “**Insurance Policies**”) offered by health insurance companies (the “**Benefits Providers**”); (b) sending and confirming carrier enrollments, and (c) providing access to Rippling’s Benefits Administration Service, which are governed by the Benefits Administration Additional Terms. When you use the Broker Service, you acknowledge and permit Rippling Insurance Brokers, as your broker or agent of record, to receive commissions from your Benefits Providers, and for Rippling Insurance to receive commissions from Rippling Insurance Partners, where applicable.

1.2 Eligibility Requirements. In order for Rippling Insurance Brokers to provide the Broker Service, you must (a) designate Rippling Insurance or a Rippling Insurance Partner as your broker or agent of record; (b) allow Rippling Insurance or a Rippling Insurance Partner to communicate such designation to any person or entity, such as a Benefits Provider or prior service provider, that Rippling Insurance or a Rippling Insurance Partner, in its reasonable discretion, determines should be advised; and (c) either (i) work exclusively with Rippling Insurance or a Rippling Insurance Partner as your broker or agent of record; or (ii) inform and obtain written permission from Rippling Insurance Brokers to collaborate with a third-party broker. If you designated a Rippling Insurance Partner as your broker or agent of record, you acknowledge and agree that your relationship will be governed by such separate terms agreed to between you and Rippling Insurance Partner.

1.3 State Limitations. Rippling Insurance only provides the Broker Service to you in states where Rippling Insurance has obtained all appropriate licensure. Rippling Insurance Brokers are representatives that provide professional advice regarding the Insurance Policies to you and are appropriately licensed as individual insurance producers in the corresponding states where they perform such activities. No Insurance Policies will be offered or sold in any jurisdiction in which such offer or solicitation, purchase, or sale would be unlawful under the insurance or other laws of the jurisdiction. Rippling Insurance makes no representations or warranties that the Insurance Policies or other products it sells or makes available are

appropriate or available for use in the state in which you reside. Additional information regarding Rippling Insurance's and Rippling Insurance Brokers' licensure is located on Rippling's website.

1.4 Insurance Policy Recommendations. Rippling Insurance Brokers make Broker Service recommendations and price estimations based on your location, group size, and specific circumstances. You acknowledge that plan recommendations (i) are created in reliance on the representations made by you during the underwriting process; (ii) may not be the best or most affordable plan for your specific circumstances; and (iii) may not fulfill your obligations pursuant to the Patient Protection and Affordable Care Act or applicable state or local laws or regulations. You acknowledge that quoted prices are unofficial, rough estimates that are subject to change. The Benefits Provider may reject or rescind an Insurance Policy, in its sole discretion, if it suspects fraud or subsequently discovers material facts not disclosed or misrepresented to Rippling Insurance or the Benefits Provider at the time of Insurance Policy selection.

1.5 Limitations on Broker Information. As part of the Broker Service, Rippling Insurance may provide oral or written summaries and descriptions of Insurance Policies (the "**Benefits Information**"). In the event that there is a conflict between the Benefits Information and any information contained in Insurance Policy documents or the Benefits Provider certificates published by the Benefits Providers, the information contained in the Insurance Policy documents or the Benefits Provider certificates shall control. ***Rippling Insurance cannot and does not provide legal, tax or accounting advice.*** By using the Broker Service, you acknowledge and agree that you understand Rippling Insurance is not rendering any such advice to you, and that you have been advised to consult with your own legal and tax advisors regarding your use of the Broker Service.

1.6 Rippling Insurance is not a Benefits Provider or Adviser. Rippling Insurance is not a plan sponsor or plan administrator of the Insurance Policies or Benefit Plans, and does not and cannot design, amend, modify, or terminate any of the Insurance Policies or Benefit Plans offered or recommended as part of the Broker Service. Additionally, Rippling Insurance does not process claims, make decisions, or determine eligibility requirements for specific Insurance Policies or Benefit Plans. For example, while Rippling Insurance may communicate enrollment information to a Benefits Provider, we cannot guarantee or confirm that all enrollment information has been processed and accepted by a Benefits Provider. You are advised to communicate with any Benefits Provider directly should you have questions about eligibility, enrollment, or other questions within their purview. As part of the Broker Service, Rippling Insurance Brokers may provide you with recommendations and price offerings for Insurance Policies or Benefit Plans provided by the relevant Benefits Providers. The decision to accept any such Insurance Policy or Benefit Plan is made solely by you.

1.7 Rippling Insurance is not a Fiduciary. You acknowledge and agree that Rippling Insurance is not acting hereunder in a fiduciary capacity (including, for the avoidance of doubt, as any named fiduciary within the meaning of ERISA section 402(a)(2), "plan administrator" within the meaning of ERISA section 3(16)(A), nor "plan sponsor" within the meaning of ERISA section 3(16)(B)) and shall in no event be deemed to be a fiduciary with respect to you or any Insurance Policy or Benefit Plan. Rippling Insurance does not make any claims determinations for purposes of ERISA. You acknowledge that you remain the fiduciary of any and all Insurance Policies and Benefit Plans procured or managed through the Broker Service. You are responsible for reviewing for accuracy all communications, notices, and invoices you receive directly from your Benefits Provider. You are responsible for promptly notifying Rippling Insurance of any errors or omissions so that Rippling Insurance may rectify any such errors or omissions. You are responsible for any fees incurred as a result of its failure to review said notices and timely report such errors to Rippling Insurance. You further acknowledge that you are responsible for notifying Rippling Insurance of any and all qualifying events that may impact your health insurance eligibility. Failure to timely notify Rippling Insurance or the Benefits Provider may result in delays in, termination of, or inability to obtain health insurance coverage, and any costs, penalties, or taxes that incur as a result.

2. Additional Obligations

2.1 Accuracy of User Representations. In order to provide the Employee Benefit Services, Rippling Insurance must rely on representations, submissions, written communication, inputs, Benefit Plan eligibility determinations, and data provided by you (including your employees and Benefits Administrators) ("**User Representations**"). ***You acknowledge that all provisions of these Broker Additional Terms require accurate, complete, and timely User Representations and that Rippling Insurance Brokers are entitled to rely conclusively on all User Representations.*** Rippling Insurance Brokers does not have any obligation to verify, correct, or otherwise ensure the accuracy or quality of the User Representations and shall not have any liability for errors, omissions, penalties, fines, judgments, or other losses incurred that result from inaccurate, mistaken, or incomplete User Representations that you, an Account Administrator, or an Authorized Representative.

2.2 Funding Plans. You agree that you are solely responsible for funding all benefits payable under the applicable Benefit Plan. You agree that Rippling Insurance has no financial liability or responsibility for the payment of any Benefit Plan benefit or claim.

2.3 Electronic Notices. You agree that your employees consent to electronic notice, delivery, payment, debit, and/or communication of all materials related to the Broker Services.

2.4 Compliance with Laws. You agree that you are solely responsible for compliance with all laws, including but not limited to federal group health plan continuation coverage requirements ("**COBRA**"), the Internal Revenue Code of 1986 ("**Code**"), as amended, and the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), as applicable to each Benefit Plan, and make all required filings with governmental agencies, including the IRS and DOL. You acknowledge and agree that you are solely responsible for determining the legal and tax status of the applicable Benefit Plan, including but not limited to compliance with the Code, COBRA and ERISA, and their respective implementing regulations and guidance, as applicable. You also acknowledge and agree that Rippling Insurance Brokers have no liability should a Plan Participant contribute to a Benefit Plan in excess of limits established under applicable law (including, for example, rules and regulations set forth by the IRS). You further agree to not provide Rippling Insurance with protected health information within the meaning of 45 C.F.R. Section 160.103.

3. Acknowledgement of Broker of Record Sale

You acknowledge that the solicitation and sale by Rippling of any human resources and information technology services is separate and independent from the solicitation and sale by Rippling Insurance Brokers of Broker Services set forth in these Broker Additional Terms. You further acknowledge that: (a) you can obtain Rippling Services without signing up for the Broker Services, and (b) you are under no obligation to purchase any insurance product from Rippling Insurance or any of its affiliates.

4. Fees for Benefits Administration Services

Rippling Insurance may waive the fees associated with the Benefits Administration Services, if Customer receives Broker Services or such similar services from Rippling Insurance or Rippling Insurance Partners.

5. Limitation of Liability

WITHOUT LIMITING THE GENERALITY OF THE LIMITATIONS OF LIABILITY AND DISCLAIMERS SET FORTH IN THE MAIN BODY OF THE RIPPLING TERMS OF SERVICE, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, YOU UNDERSTAND, ACKNOWLEDGE AND AGREES THAT: (A) NOTHING HEREIN CONSTITUTES AN OFFER OR GUARANTEE OF HEALTH INSURANCE COVERAGE; (B) REQUIREMENTS FOR A SPECIFIC INSURANCE POLICY OR SERVICE ARE MADE SOLELY BY THE BENEFITS PROVIDER OF THAT INSURANCE POLICY OR SERVICE; (C) RIPPLING INSURANCE DOES NOT GUARANTEE ANY BENEFITS PROVIDER'S INSURANCE POLICY OR SERVICE; AND (IV) RIPPLING INSURANCE IS NOT AND SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS, LIABILITIES, OR LOSSES OF ANY

KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF ANY BENEFITS PROVIDER'S INSURANCE POLICY OR YOUR OWN INSURANCE BROKER'S INSURANCE POLICY.

Identity and Device Services Additional Terms

Last Updated: November 1, 2019

These Identity and Device Services Additional Terms (these “**Identity and Device Additional Terms**”) are a part of the Rippling Terms of Service (and are hereby incorporated into the Rippling Terms of Service by reference), available at <https://app.rippling.com/tos>. Capitalized terms used but not otherwise defined in these Identity and Device Additional Terms will have the meanings set forth in the Terms of Service. These Identity and Device Additional Terms set forth the additional terms and conditions under which Rippling will provide to Customer certain identity and device services, and other related services (each, “**Identity Services**” and “**Device Services**,” as further described below). All terms of the Rippling Terms of Service, including all disclaimers, limitations of liability, agreements and indemnities, apply to these Identity and Device Additional Terms.

PLEASE REVIEW THESE IDENTITY AND DEVICE ADDITIONAL TERMS CAREFULLY. BY ACCEPTING THESE IDENTITY AND DEVICE ADDITIONAL TERMS OR USING THE IDENTITY AND DEVICE SERVICES, YOU AGREE TO THIS AGREEMENT, INCLUDING THESE IDENTITY AND DEVICE ADDITIONAL TERMS WITH RIPPLING, AND TO THE COLLECTION AND USE OF YOUR INFORMATION AS SET FORTH IN THE RIPPLING PRIVACY POLICY, WHICH IS PART OF THIS AGREEMENT.

1. Identity Services

1.1 Single Sign-On and Password Management Services. Rippling provides single sign-on and password management services (currently known as “RPass”) that enable you to access certain third party websites, software, and equipment. While Rippling has designed the single sign-on and password management services with a focus on security, you acknowledge that Rippling cannot guarantee the security of the Identity Services, and Rippling explicitly does not claim that they are immune to attack. Rippling also does not guarantee that the single sign-on and password management services will work properly with all Third Party Products.

1.2 Master Password. You acknowledge that your Master Password is critical to the security of your Account. RIPPLING DOES NOT STORE, HAVE ACCESS TO, OR HAVE ANY MEANS OF RECREATING OR RETRIEVING YOUR MASTER PASSWORD IF YOU LOSE YOUR MASTER PASSWORD. Rippling is not responsible for any inability to access your Account or loss in Identity and Device Services functionality caused by loss of your Master Password or otherwise.

1.3 Shared Passwords. The Identity Services may let you share passwords and secure notes (collectively, “**Shared Data**”) with employees or contractors who have Rippling Accounts (each a “**Recipient**”). By designating a Recipient, you authorize Rippling to make the specified Shared Data available to them, and you warrant that doing so does not violate the terms of any third-party agreement (e.g., you may not share a password that is for your personal use only). You should be very careful about who you let access Shared Data. You are solely responsible for granting and revoking Shared Data privileges and the consequences of all actions Recipients take with your Shared Data.

2. Device Services

2.1 Software Provisioning. Rippling may provision computers or other equipment for Customer’s employees and contractors. In connection with the provisioning of such computers or equipment, Rippling may install certain third party software on behalf of Customer on such computers or equipment, in accordance with the information technology policies selected by Customer. Rippling is not responsible or liable for any third party software installed on such computers or equipment (e.g., Microsoft Office) or any failure of such software to meet Customer’s expectations. If Customer instructs Rippling to purchase licenses on its behalf through Customer’s account with the applicable third party provider, Customer

agrees to add Rippling to Customer's account as necessary and otherwise hereby grants Rippling the authority to engage in such purchases on behalf of Customer.

2.2 Mobile Device Management (MDM) Services. Rippling may install an agent on computers and equipment enrolled in MDM Services, or similar programs such as Apple's Device Enrollment Program (DEP) to assist you in the set up and management mobile devices, including pre-install software, remotely wipe and re-assign devices, and enforce custom policies. Customer is solely responsible for the management of the MDM Services, including the creation and compliance with any Customer policies.

2.3 Device Purchasing and Leasing. Customer may purchase or lease computers and equipment for its internal use as part of the Rippling Services. Any computer or equipment leases will also be subject to the terms of an applicable Order Form, and any applicable equipment lease agreement contained or referenced therein. Customer bears all responsible for any damage or loss of any equipment purchased or leased through Rippling, and Rippling may recover such loss as set forth in the applicable Order Form.

2.4 Threat Detection Services. Rippling makes available threat detection service available through its partner Cylance. Rippling is not responsible or liable for the performance of Cylance in detecting threats, which are subject to the terms and conditions of Cylance.

3. Additional Obligations

3.1 Provisioned Devices. Customer is solely responsible for ensuring that the computers or equipment provisioned through the Rippling Service are running the latest patches or updates made available by or through Rippling (including forcing such computers or equipment to restart in order to install the applicable patches or updates).

3.2 Administrator Accounts. To the extent Rippling provides Customer with access to any administrator account for the computers or equipment provisioned through the Rippling Service for Customer, Customer agrees to use that access solely for the purpose of viewing and resetting the password for your employees or contractors, and not for any other purpose. You acknowledge that any work or data created or saved as part of such administrator access may be purged or lost at any time.

4. Miscellaneous

4.1 Functionality with Third Party Products. While the Identity Services and Device Services are designed to work with many Third Party Products, their continued compatibility with any specific Third Party Product is dependent on such Third Party Product. To maintain compatibility with particular Third Party Products, you may need to update a Rippling application or a Third Party Product from time to time. You acknowledge that Rippling does not guarantee that such Services will be compatible or otherwise work with any specific Third Party Product, nor that any currently supported Third Party Products will remain compatible with or work with the Rippling Services.

Data Processing Addendum

Last Updated: November 1, 2019

This Data Processing Addendum, including its Schedules and Appendices (the “**Data Protection Agreement**” or “**DPA**”) is a part of the Rippling Terms of Service (and are hereby incorporated into the Rippling Terms of Service by reference), available at <https://app.rippling.com/tos>. Capitalized terms used but not otherwise defined in the DPA will have the meanings set forth in the Terms of Service. Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent Rippling processes Personal Data for which such Authorized Affiliates qualify as the Controller. For the purposes of this DPA, and except where indicated otherwise, the term "Customer" shall include Customer and Authorized Affiliates. All terms of the Rippling Terms of Service, including all disclaimers, limitations of liability, agreements and indemnities, apply to this DPA.

PLEASE REVIEW THIS DPA CAREFULLY. BY ACCEPTING THE DPA OR USING THE RIPPLING SERVICES, YOU AGREE TO THIS AGREEMENT, INCLUDING THAT, IN THE COURSE OF PROVIDING THE RIPPLING SERVICES, RIPPLING MAY PROCESS PERSONAL DATA ON BEHALF OF CUSTOMER AS SET FORTH HEREIN.

1. Definitions

1.1 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2 "Authorized Affiliate" means any of Customer's Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between Customer and Rippling, but has not signed its own Order Form with Rippling and is not a "Customer" as defined under this DPA.

1.3 "CCPA" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.*, and its implementing regulations.

1.4 "Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

1.5 "Data Protection Laws and Regulations" means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom and the United States and its states, applicable to the Processing of Personal Data under the Agreement.

1.6 "Data Subject" means the identified or identifiable person to whom Personal Data relates.

1.7 "GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/E C (General Data Protection Regulation) .

1.8 "Personal Data" means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is Customer Data.

1.9 "Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction .

1.10 "Processor" means the entity which Processes Personal Data on behalf of the Controller, including as applicable any "service provider" as that term is defined by the CCPA.

1.11 "Security, Privacy and Architecture Documentation" means the Security, Privacy and Architecture Documentation applicable to the specific Services purchased by Customer, as updated from time to time, and made reasonably available by Rippling.

1.12 "Standard Contractual Clauses" means the agreement executed by and between Customer and People Center, Inc. dba Rippling and attached hereto as Schedule 1 pursuant to the European Commission's decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

1.13 "Sub-processor" means any Processor engaged by Rippling or a member of the Rippling Group.

1.14 "Supervisory Authority" means an independent public authority which is established by an EU Member State pursuant to the GDPR.

2. Processing of Personal Data

2.1 Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, Rippling is the Processor and that Rippling or members of the Rippling Group will engage Sub-processors pursuant to the requirements set forth in Section 5 "Sub-processors" below.

2.2. Customer's Processing of Personal Data. Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations, including any applicable requirement to provide notice to Data Subjects of the use of Rippling as Processor. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. Customer specifically acknowledges that its use of the Services will not violate the rights of any Data Subject that has opted-out from sales or other disclosures of Personal Data, to the extent applicable under the CCPA.

2.3 Rippling's Processing of Personal Data. Rippling shall treat Personal Data as Confidential Information and shall Process Personal Data on behalf of and only in accordance with Customer's documented instructions for the following purposes: (a) Processing in accordance with the Agreement and applicable Order Form(s); (b) Processing initiated by Users in their use of the Services; and (c) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.

2.4 Details of the Processing. The subject-matter of Processing of Personal Data by Rippling is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 1 (Details of the Processing) to this DPA.

3. Rights of Data Subjects

3.1 Data Subject Request. Rippling shall, to the extent legally permitted, promptly notify Customer if Rippling receives a request from a Data Subject to exercise the Data Subject's right of access, right to

rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making, each such request being a "Data Subject Request". Taking into account the nature of the Processing, Rippling shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Rippling shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Rippling is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from Rippling's provision of such assistance.

4. Rippling Personnel

4.1 Confidentiality. Rippling shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. Rippling shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

4.2 Reliability. Rippling shall take commercially reasonable steps to ensure the reliability of any Rippling personnel engaged in the Processing of Personal Data.

4.3 Limitation of Access. Rippling shall ensure that Rippling's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

5. Sub-Processors

5.1 Appointment of Sub-processors. Customer acknowledges and agrees that (a) Rippling's Affiliates may be retained as Sub-processors; and (b) Rippling and Rippling's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. Rippling or an Rippling Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this Agreement with respect to the protection of Customer Data to the extent applicable to the nature of the Services provided by such Sub-processor.

5.2 List of Current Sub-processors and Notification of New Sub-processors. Rippling shall make available to Customer the current list of Sub-processors for the Rippling Services. Such Sub-processor lists shall include the identities of those Sub-processors and their country of location ("Sub-processor Documentation"). Customer may find a Sub-processor Documentation as well as a mechanism to subscribe to notifications of new Sub-processors on the Rippling Sub-processor page at <https://app.rippling.com/subprocessors> (log-in required), to which Customer shall subscribe, and if Customer subscribes, Rippling shall provide notification of a new Sub-processor(s) before authorizing any new Sub-processor(s) to Process Personal Data in connection with the provision of the applicable Services. If you are a prospective customer and would like to review, Rippling's Sub-processor list, please request a copy by emailing privacy@rippling.com with the subject of "Requesting Rippling Sub-processor List."

5.3 Objection Right for New Sub-processors. Customer may object to Rippling's use of a new Sub-processor by notifying Rippling promptly in writing within ten (10) business days after receipt of Rippling's notice in accordance with the mechanism set out in Section 5.2. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, Rippling will use commercially reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer. If Rippling is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the applicable Order Form(s) with respect only to those Services which cannot be provided by Rippling without the use of the objected-to new Sub-processor by providing written notice to Rippling.

5.4 Liability. Rippling shall be liable for the acts and omissions of its Sub-processors to the same extent Rippling would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

6. Security

6.1 Controls for the Protection of Customer Data. Rippling shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Data), confidentiality and integrity of Customer Data, as set forth in the Security, Privacy and Architecture Documentation. Rippling will not materially decrease the overall security of the Services during a Subscription Term.

6.2 Third-Party Certifications and Audits. Rippling has obtained the third-party certifications and audits set forth in the Security, Privacy and Architecture Documentation. Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, Rippling shall make available to Customer that is not a competitor of Rippling (or Customer's independent, third-party auditor that is not a competitor of Rippling) a copy of Rippling's then most recent third-party audits or certifications, as applicable.

7. Customer Data Incident Management and Notification

Rippling maintains security incident management policies and procedures specified in the Security, Privacy and Architecture Documentation and shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data, including Personal Data, transmitted, stored or otherwise Processed by Rippling or its Sub-processors of which Rippling becomes aware (a "**Customer Data Incident**"). Rippling shall make reasonable efforts to identify the cause of such Customer Data Incident and take those steps as Rippling deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within Rippling's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's Users.

8. Return and Deletion of Customer Data

Rippling shall return Customer Data to Customer and, to the extent allowed by applicable law, delete Customer Data in accordance with the procedures and timeframes specified in the Security, Privacy and Architecture Documentation.

9. Authorized Affiliates

9.1 Contractual Relationship. The parties acknowledge and agree that, by executing the Agreement, Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between Rippling and each such Authorized Affiliate subject to the provisions of the Agreement and this Section 9 and Section 10. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party to the Agreement, and is only a party to the DPA. All access to and use of the Services and Content by Authorized Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by an Authorized Affiliate shall be deemed a violation by Customer.

9.2 Communication. The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Rippling under this DP A and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

9.3 Rights of Authorized Affiliates. Where an Authorized Affiliate becomes a party to the DPA with Rippling, it shall to the extent required under applicable Data Protection Laws and Regulations be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

(a) Except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against Rippling directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Authorized Affiliate individually but in a combined manner for itself and all of its Authorized Affiliates together.

(b) The parties agree that the Customer that is the contracting party to the Agreement shall, when carrying out an on-site audit of the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on Rippling and its Sub-Processors by combining, to the extent reasonably possible, several audit requests carried out on behalf of itself and all of its Authorized Affiliates in one single audit.

10. Limitation of Liability

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and Rippling, whether in contract, tort or under any other theory of liability, is subject to the Limitation of Liability section of the Rippling Terms of Service, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together. For the avoidance of doubt, Rippling's and its Affiliates' total liability for all claims from Customer and all of its Authorized Affiliates arising out of or related to the Agreement and all DPAs shall apply in the aggregate for all claims under both the Agreement and all DPAs established under this Agreement, including by Customer and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA.

11. European Specific Provisions

11.1 GDPR. Rippling will Process Personal Data in accordance with the GDPR requirements directly applicable to Rippling's provision of its Services.

11.2 Data Protection Impact Assessment. Upon Customer's request, Rippling shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Rippling. Rippling shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to Section 11.2 of this DP A, to the extent required under the GDPR.

11.3 Transfer Mechanisms for Data Transfers. Rippling makes available the following transfer mechanisms which shall apply to any transfers of Personal Data under this DPA from the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws and Regulations of the foregoing territories, to the extent such transfers are subject to such Data Protection Laws and Regulations:

- The Standard Contractual Clauses set forth in **Schedule 1** to this DPA apply to the Rippling Services.

12. Legal Effect

This DPA shall only become legally binding between Customer and Rippling subject to a fully executed Order Form governing the Rippling Services and referencing Rippling's Terms of Service.

SCHEDULE 1

Commission Decision C(2010)593 **Standard Contractual Clauses (processors)**

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: the entity identified as "Customer" in the Agreement (the data exporter)

And

Name of the data importing organisation: People Center, Inc. d/b/a Rippling, 2443 Fillmore St. #380-7361, San Francisco, CA 94115.

(the data importer)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

(ii) any accidental or unauthorised access, and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of

law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do

so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

Data exporter

The data exporter is the entity identified as "Customer" in the DPA.

Data importer

The data importer is the entity identified as "Rippling" in the DPA.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Data exporter may submit Personal Data to the Rippling Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects: (i) prospects, customers, business partners and vendors of data exporter (who are natural persons), (ii) employees or contact persons of data exporter's prospects, customers, business partners and vendors, (iii) employees, agents, advisors, freelancers of

data exporter (who are natural persons), and (iv) data exporter's Users authorized by data exporter to use the Rippling Services.

Categories of data

The personal data transferred concern the following categories of data (please specify):

Data exporter may submit Personal Data to the Rippling Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to the following categories of Personal Data: (i) names, (ii) contact information, (iii) government identification numbers, (iv) payroll information, including bank account information, (v) benefits information, and (vi) other data associated with User employment.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

Data exporter may submit Personal Data to the Rippling Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include Personal Data revealing racial or ethnic origin, political opinions or philosophical beliefs, or trade-union membership, and the processing of genetic data, biometric data for the purpose of effectuating the Rippling Services as directed by Customer.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The objective Processing of Personal Data by data importer is the performance of the Rippling Services pursuant to the Agreement or an applicable Order From.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Rippling Services, as described in the Security, Privacy and Architecture Documentation applicable to the specific Rippling Services purchased by data exporter, as made reasonably available by data importer. Data Importer will not materially decrease the overall security of the Rippling Services during the Subscription Term.