

## **ADAM Paystub Receipt / Backoffice Employee Agreement**

**Updated: April 11, 2014**

This Employee Agreement (this “Agreement”) contains the terms and conditions that govern your access to and use of the Service Offerings (as defined below) and is an agreement between ATI ROW, LLC (“ADAM,” “we,” “us,” or “our”) and you or the entity you represent (“you”). This Agreement takes effect when you click an “I Accept” button or check box presented with these terms or, if earlier, when you use any of the Service Offerings (the “Effective Date”). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. Please see Section 14 for definitions of certain capitalized terms used in this Agreement.

### **1. Use of the Service Offerings.**

1.1 Generally. You may access and use the Service Offerings in accordance with this Agreement. Service Level Agreements may apply to certain Service Offerings. You will adhere to all laws, rules, and regulations applicable to your use of the Service Offerings. **YOU HEREBY AGREE THAT YOUR USE OF THE SERVICE OFFERING CONSTITUTES A SATISFACTORY RECEIPT OF A PAYSTUB AS REQUIRED BY LAW, WHETHER ACCEPTED OR REJECTED AS YOU MAY INDICATE WITHIN THE SERVICE OFFERING. FURTHER, YOU AGREE THAT YOUR INDICATION OF APPROVAL OF SUCH PAYSTUB RECEIPT WITHIN THE SERVICE OFFERING CONSTITUTES YOUR FULL AND LEGALLY BINDING SIGNATURE INDICATING YOUR APPROVAL, AUTHENTICATION, AND ACCEPTANCE OF THE DOCUMENTS PRESENTED AS THOUGH THEY WERE PHYSICALLY SIGNED BY HAND.**

1.2 Your Account. You are responsible for all activities that occur under your account, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents) and, except to the extent caused by our breach of this Agreement, we and our affiliates are not responsible for unauthorized access to your account. You or your employer, who has contracted with ADAM to provide the Service Offerings, (“Employer”) will contact us immediately if you believe an unauthorized third party may be using your account or if your account information is lost or stolen.

1.3 Support to You. If you would like support for the Services please contact your Employer. Your Employer may contact ADAM directly for support pursuant to ADAM’s standard support policies available on the ADAM Site.

### **2. Changes.**

2.1 To the Service Offerings. We may change, discontinue, or deprecate any of the Service Offerings (including the Service Offerings as a whole) or change or remove features or functionality of the Service Offerings from time to time, with or without providing you notice.

2.3 To Agreements. We may change, discontinue or add agreements, including this Agreement, from time to time and at our sole discretion.

### **3. Security and Data Privacy.**

3.1 Security. Without limiting any other provision herein, we will implement reasonable and appropriate measures designed to help you secure Your Content against accidental or unlawful loss, access or disclosure.

### **4. Your Responsibilities**

4.1 Your Content. You are solely responsible for the operation, maintenance, and use of Your Content. For example, you are solely responsible for requesting and storing your content if your Employer discontinues subscribing to the Service Offerings.

4.2 Other Security and Backup. You are responsible for properly configuring and using the Service Offerings and taking your own steps to maintain appropriate security and protection of Your Content. Log-in credentials and

private keys generated by the Services are for your internal use only and you may not sell, transfer or sublicense them to any other entity or person.

## **6. Temporary Suspension**

6.1 Generally. We may suspend your right to access or use any portion or all of the Service Offerings immediately upon notice to you if we determine your use of or registration for the Service Offerings (i) poses a security risk to the Service Offerings or any third party, (ii) may adversely impact the Service Offerings or the systems or Content of any other client, (iii) may subject us, our affiliates, or any third party to liability, or (iv) may be fraudulent;

6.2 Effect of Suspension. If we suspend your right to access or use any portion or all of the Service Offerings we will not erase any of Your Content as a result of your suspension, except as specified elsewhere in this Agreement. Our right to suspend your right to access or use the Service Offerings is in addition to our right to terminate this Agreement pursuant to Section 7.2.

## **7. Term; Termination**

7.1. Term. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated by you, your Employer, or us in accordance with Section 7.2.

7.2 Termination.

(a) Termination for Convenience. You may terminate this Agreement for any reason by: (i) providing us notice and ceasing to use the Service Offering. We may terminate this Agreement for any reason by providing you 7 days advance notice.

(b) Termination for Cause. We may also terminate this Agreement immediately upon notice to you (A) for cause, if any act or omission by you results in a suspension described in Section 6.1, (B) if our relationship with a third party partner who provides software or other technology we use to provide the Service Offerings expires, terminates or requires us to change the way we provide the software or other technology as part of the Services, (C) if we believe providing the Services could create a substantial economic or technical burden or material security risk for us, (D) in order to comply with the law or requests of governmental entities, or (E) if we determine use of the Service Offerings by you or our provision of any of the Services to you has become impractical or unfeasible for any legal or regulatory reason or (F) if ADAM ceases providing service to your Employer for any reason.

### **7.3. Effect of Termination.**

(a) Generally. Upon any termination of this Agreement:

(i) all your rights under this Agreement immediately terminate;

(iii) you will immediately return or, if instructed by us, destroy all Content in your possession; and

(iv) Sections 4.1, 5.2, 7.3, 8 (except the license granted to you in Section 8.4), 9, 10, 11, 13 and 14 will continue to apply in accordance with their terms.

(b) Post-Termination Assistance. Unless we terminate your use of the Service Offerings pursuant to Section 7.2(b), during the 30 days following termination:

(i) we will not erase any of Your Content for 15 days as a result of the termination;

(ii) you may retrieve Your Content for up to 15 days by requesting a copy from the ADAM support center at the ADAM Site; and

(iii) we will provide you with the same post-termination data retrieval assistance that we generally make available to all customers for up to 15 days following termination. You hereby acknowledge and agree that ADAM shall not be responsible for retaining Your Content or for providing Your Content them to you after 36 months of Your Content's creation or 15 days after termination, whichever is sooner.

Any additional post-termination assistance from us is subject to mutual agreement by you and us.

## **8. Proprietary Rights**

8.1 Your Content. As between you and us, we own all right, title, and interest in and to Your Content. Except as provided in this Section 8, you obtain no rights under this Agreement from, including any related intellectual property rights. We may disclose Your Content to provide the Service Offerings to you or to comply with any request of a governmental or regulatory body (including subpoenas or court orders).

8.2 License Restrictions. Neither you nor any End User may use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any End User may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Service Offerings, (b) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings, (c) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Service Offerings. All licenses granted to you in this Agreement are conditional on your continued compliance with this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Service Offerings you have used. You may only use the AWS Marks in accordance with the Trademark Use Guidelines.

8.3 Suggestions. If you provide any Suggestions to us or our affiliates, we will own all right, title, and interest in and to the Suggestions, even if you have designated the Suggestions as confidential. We and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the Suggestions.

## **9. Indemnification.**

9.1. General. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your use of the Service Offerings; (b) breach of this Agreement or violation of applicable law by you; (c) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use, development, design, production, advertising or marketing of Your Content. If we or our affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at our then-current hourly rates.

9.2. Process. We will promptly notify you of any claim subject to Section 9.1, but our failure to promptly notify you will only affect your obligations under Section 9.1 to the extent that our failure prejudices your ability to defend the claim. You may: (a) use counsel of your own choosing (subject to our written consent) to defend against any claim; and (b) settle the claim as you deem appropriate, provided that you obtain our prior written consent before entering into any settlement. We may also assume control of the defense and settlement of the claim at any time.

## **10. Disclaimers.**

THE SERVICE OFFERINGS ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD PARTY CONTENT, INCLUDING ANY WARRANTY THAT THE SERVICE OFFERINGS OR THIRD PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY

IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

#### **11. Limitations of Liability.**

WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SLAS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO \$1,000 UNITED STATES DOLLARS.

#### **12. Modifications to the Agreement.**

We may modify this Agreement (including any Policies) at any time by posting a revised version on the ADAM Site, or by otherwise notifying you in accordance with Section 13.7. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Service Offerings after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check our website regularly for modifications to this Agreement.

#### **13. Miscellaneous.**

13.1 Confidentiality and Publicity. You may use ADAM Confidential information only in connection with your use of the Service Offerings as permitted under this Agreement. You will not disclose ADAM Confidential Information during the Term or at any time during the 5 year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of ADAM Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature.

13.2 Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

13.3 Independence. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

13.4 No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity, other than ADAM's affiliates, that is not a party to this Agreement.

13.7 Notice.

(a) To You. We may provide any notice to you under this Agreement by: (i) posting a notice on the ADAM Site; or (ii) sending a message to the email address then associated with your account, or by providing notice to your Employer. Notices we provide by posting on the ADAM Site will be effective upon posting, notices we provide by email will be effective when we send the email, and notices we provide to your Employer will be effective upon

sending such notice. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

(b) To Us. To give us notice under this Agreement, you must contact ADAM at [notices@adamhcm.com](mailto:notices@adamhcm.com) or by personal delivery, overnight courier to Notices at 8080 N. Central Expy, Suite 1250, Dallas, TX 75205, USA. We may update the facsimile number or address for notices to us by posting a notice on the AWS Site. Notices provided will be effective upon actual receipt.

(c) Language. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

13.8 Assignment. You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 13.8 will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

13.9 No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

13.10 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

13.11 Governing Law. This Agreement, including issues of formation, validity, interpretation, and enforcement of this Agreement, shall be governed by, and subject to, the law of the state of Texas, USA without the application of any conflicts of law rules that might call for the application of a different law. All disputes arising out of or related to this Agreement shall be subject to arbitration in Dallas, Texas, pursuant to Section 21, and any issues that are not encompassed in Section 21, shall be subject to the exclusive jurisdiction of the courts located in Dallas County, Texas, USA (the "Exclusive Courts"). In addition, each party to the Agreement (a) waives (to the extent not prohibited by applicable law) and agrees not to assert, by way of motion, as a defense, or otherwise, any claim that (1) such party is not subject personally to the jurisdiction of the Exclusive Courts, (2) such party's property is exempt or immune from attachment or execution, (3) any such action brought in one of the Exclusive Courts should be dismissed on grounds of *forum non conveniens*, (4) should be transferred or removed to any court other than one of the Exclusive Courts, or (5) should be stayed by reason of the pendency of some other proceeding in any other court other than one of the Exclusive Courts, or (6) the Agreement or the subject matter of the Agreement may not be enforced in or by any such Exclusive Court and (b) agrees not to commence any such action other than before one of the Exclusive Courts. Notwithstanding the foregoing, a party may commence any action in a court other than the Exclusive Courts solely for the purpose of enforcing an order or judgment issued by one of the Exclusive Courts."

13.12 Arbitration.

(a) All claims, disputes, controversies, and all other matters arising out of, or related to, the validity, scope, making, interpretation, enforceability, performance, breach of, or relating in any way to this Agreement, the relationship between the parties created by this Agreement, the subject matter of this Agreement, including the authority or capacity of any signatory to this Agreement, and the validity, enforceability, or applicability of this Section 21, shall be determined by binding arbitration in Dallas, Texas, in accordance with the rules and procedures of the International Center for Dispute Resolution (the "Arbitration Body"), supplemented by the IBA Rules on the Taking of Evidence in International Commercial Arbitration. The arbitration shall be conducted in English as spoken in the U.S. Each party will provide and pay for translators and translated documents required by such party. All awards, final or interim, shall be in writing with the reasons for the decision stated. The making, validity, scope, interpretation, and enforceability of this Agreement, including who shall be parties to the arbitration and what issues shall be submitted to arbitration, shall be determined by the arbitrator chosen in accordance with this Agreement (the "Arbitrator").

(b) Any party may initiate arbitration by written notice to the other party of the intention to arbitrate, specifying the claims to be arbitrated. The arbitration shall be conducted before a single Arbitrator selected by the parties. Should the parties be unable to agree on the neutral Arbitrator within 15 days following the non-initiating Party's receipt of an arbitration notice, the Arbitration Body shall appoint the Arbitrator. In the event of the incapacity of the Arbitrator after appointment, which incapacity will prevent the conclusion of the proceedings within the time limits set forth below, such Arbitrator shall be replaced in the same manner as originally appointed.

(c) The Arbitrator shall have a minimum of ten years' experience in the computer software industry. Within 15 days following the appointment of the Arbitrator (the "Appointment Date"), the Arbitrator shall convene a preliminary hearing to set a schedule for the proceedings. Unless the parties stipulate to the contrary, the final arbitration hearing will be held no later than 180 days after the notice of intent to arbitrate is served, and the Arbitrator will render the Arbitrator's final decision no later than 60 days after the final hearing is concluded.

(d) Unless the Arbitrator, upon a showing of good cause, rules otherwise, a claim of confidentiality of any answer or document will be honored, and such information will not be disclosed to third parties or used for any purpose outside the arbitration without the consent of the party claiming the privilege. The discovery period shall begin 15 days after the Appointment Date and shall conclude 90 days later. Each party shall produce all documents relied upon to support a claim or defense and a list of all individuals with knowledge relevant to any claim or defense within 15 days following the beginning of the discovery period. Each party will be allowed to ask 20 written interrogatories, including subparts, and to propound 20 requests for production of documents or other tangible things. The parties may interview and discuss matters with witnesses. The receipt and consideration of all evidence will be within the sole discretion of the Arbitrator.

(e) The substantive law of the state of Texas shall apply to all issues presented to the Arbitrator, including the validity, scope, interpretation, and enforceability of this Section 21. Conflict of laws or choice of law principles that might call for the application of another law shall not be applied.

(f) This Section 21 shall apply to the parties and all those who benefit directly or indirectly from this Agreement or who seek to enforce or take advantage of this Agreement, including all subcontractors, suppliers, designers, or manufacturers. All legal doctrines, such as agency, assumption, estoppel, third party beneficiary, and alter ego, shall be broadly construed to include non-signatories within the application of this Section. As a means of lowering costs, efficiently resolving disputes, and avoiding conflicting decisions, the parties agree to consolidated arbitration of interrelated disputes involving common questions of law or fact in accordance with the terms of this Agreement, including disputes involving third parties.

(g) The Arbitrator is empowered to issue subpoenas for witnesses and documents. Any and all decisions or orders of the Arbitrator may be enforced if necessary by any court. The Arbitrator's award(s) (interim and final) may be confirmed and judgment entered upon the award(s) in any court having jurisdiction over the parties or in any jurisdiction where any of the parties have real or personal property, each party consenting to jurisdiction in such venues.

13.12 Entire Agreement; English Language. This Agreement includes the Policies and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. Notwithstanding any other agreement between you and us, the security and data privacy provisions in Section 3 of this Agreement contain our and our affiliates' entire obligation regarding the security, privacy and confidentiality of Your Content. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any

order, receipt, acceptance, confirmation, correspondence or other document. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict. The English language version of this Agreement is located on the ADAM Site

#### **14. Definitions.**

“API” means an application program interface.

“ADAM Confidential Information” means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. ADAM Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. ADAM Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the ADAM Confidential Information.

“ADAM Content” means Content we or any of its affiliates make available in connection with the Services or on the AWS Site to allow access to and use of the Services, including WSDLs; Documentation; sample code; software libraries; command line tools; and other related technology. AWS Content does not include the Services.

“ADAM Marks” means any trademarks, service marks, service or trade names, logos, and other designations of ADADM and its affiliates that we may make available to you in connection with this Agreement.

“ADAM Site” means <http://adamhcm.com> and any successor or related site designated by us.

“Content” means software (including machine images), data, text, audio, video, images or other content.

“Documentation” means the user guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications for the Services, as such documentation may be updated by us from time to time.

“Service” means each of the web services made available by us or our affiliates, including those web services described in the Service Terms.

“Service Level Agreement” means all service level agreements that we offer with respect to the Services and post on the ADAM Site

“Service Offerings” means the Services, the ADAM Content, the ADAM Marks, the ADAM Site, and any other product or service provided by us under this Agreement. Service Offerings do not include Third Party Content.

“Suggestions” means all suggested improvements to the Service Offerings that you provide to us.

“Term” means the term of this Agreement described in Section 7.1.

“Your Content” means Content you input or create on the Services or upload to the Services under your account or otherwise transfer, process, use or store in connection with your account that is retained by ADAM.