



ADP India Private Limited (ADP)
Incorporated under the Companies Act, 1956
Thamarai Tech Park, S.P.Plot No.16 to 20 & 20A, Thiru Vi Ka Industrial
Estate, Inner Ring Road, Guindy, Chennai-600032, India

Client
(Name and details as shown in the Order Form)

Definitions

“ADP Group” is composed of all majority directly or indirectly owned subsidiaries of Automatic Data Processing, Inc.

“ADP Platforms” means the software programs or custom developments in object code form, databases other than those made of Client’s personal data, websites that are owned by or licensed to ADP to which Client shall be afforded access by ADP, any tutorials and related documentation in whatever format delivered or made available to Client by ADP, if any, but excludes pre-packaged third party software.

“Client Group” is composed of all majority directly or indirectly owned subsidiaries of either the Client or its ultimate parent company.

“Contract” means the Order Form duly executed by Client and ADP, these General Terms and Conditions of Services and its appendix (Statement of Work), and any amendment or other contractual documentation referenced herein.

1. Services

1.1 Provisions of Service

- a) In order to provide the highest value and benefit, we (ADP) will provide you (the Client) with the services detailed in Appendix 1 (the Services).
- b) You expect, and we warrant that the Services supplied will be supported and delivered by qualified and trained personnel acting with due skill, care and diligence, and that we will perform the Services in compliance with all laws and regulations applicable to us in the provision of the Services, and that the Services will satisfy the levels and standards detailed in this Contract.
- c) If an error or omission occurs, we will correct the error or omission within a practicable timeline, and if we are responsible for such error or omission, we will pay all costs incurred to make the correction in accordance with Section 6 below.
- d) In providing the Services to you, data records will be created. We will retain in the ADP Platforms all the historical and transactional data that is either created or used by us while delivering the Services to you.

1.2 Use of Services and Payment

- a) To achieve the desired value from the Services, you have the following responsibilities to fulfil. The Services provided can be used by you and approved companies that are part of the Client group as shown in the Contract, for internal business purposes only.
- b) You will provide data to us on a timely basis, and maintain a minimum (or greater) level of IT infrastructure as recommended by us for the Services. You will assign qualified and skilled people to use the Services appropriately.
- c) You will monitor the service delivery and promptly notify us of any errors or issues. You are responsible for your own record keeping in compliance with all applicable laws.
- d) Timely payment for services rendered is a necessity for maintaining a successful Contract and it is expected that you will pay as shown in the Order Form. At the end of this Contract for any reason, all earned and unpaid fees and expenses will become immediately due and payable unless they are disputed in good faith.

1.3 Cooperation between parties

ADP and Client will work together to implement, provide and use the Services. Client will cooperate with ADP and execute and deliver all documents, forms or instruments necessary for ADP to render the Services in accordance with the Contract.

2. Access to ADP Platforms – Use of Intellectual Property

2.1 a) We grant you access to ADP Platforms as part of the Services. Protection of intellectual property is critical for all businesses, and we have set limits and use restrictions as shown in the remainder of this section 2.

b) ADP Platforms remain ADP property or property of third-parties we contract with. These access rights are personal, non-exclusive and non-transferable. All rights to trademark, service mark and product names are reserved.

c) If you do not meet your obligation of protecting and maintaining confidential user names and passwords, we can immediately suspend access to ADP Platforms by a user if a violation may have occurred, and will promptly notify you if we take this action.

2.2 a) You may not alter/obscure ADP Platform or service names. At the end of this Contract or any Services, all rights granted to you under this Contract or in connection with the terminated Services, will automatically terminate.

b) You have key responsibilities around accessing the Services delivered by us: you will authorize employees (users) who can access Services and must ensure those employees comply with all terms of use, if any. This includes protection of confidential user names and passwords.

c) You are responsible for sourcing, maintaining, and paying costs for communication lines (including internet connectivity) to ADP facilities, enabling you to receive the value from our Services. Since you will make all decisions related to communication line, we are not responsible for the reliability or availability of your selected infrastructure supplier and services.

2.3 With the goal of improving your client/user experience, we may change, in part or in full, the ADP Platform that may have been identified at the time of signature of the Contract, provided that we shall keep rendering the Services in full compliance with this Contract, and that we will provide you with advance intimation within a reasonable timeframe in case the change would be visible to you.

3. Data Privacy – Use of Subcontractors

3.1 a) Both parties shall comply with their respective obligations arising out of applicable law on data privacy and protection of personal data.

b) We will act only on your instructions to process personal data, and will take strict technical data security measures to protect data.

c) We reserve the right to use subcontractors to provide the Services, including other affiliates of the ADP Group. We remain responsible for subcontractor performance, and compliance with data protection regulation. To that end, we conduct reviews of subcontractors.

3.2 a) To receive the Services in the most efficient manner, you consent to data processing and/or hosting by us outside of the country of signature/performance of this Contract, including but not limited to USA, India, Philippines, Romania, Canada, Spain, UK or France in accordance with the provisions of the Contract.

b) You are responsible for obtaining consent from your employees to process and use personal data in connection with this Contract. We recommend you take into account our Privacy Policy and any country specific Privacy Statement, if any, when obtaining any consents or making disclosures required by applicable data privacy law in relation to your employees.

4. Confidentiality

4.1 Unless otherwise required by law, the receiving party agrees not to disclose confidential information of the disclosing party to any third party. Confidential information includes but is not limited to personal information, trade secrets and the content of this Contract. At the end of this Contract for any reason, your proprietary data will be provided by ADP to you in ADP standard flat format.

4.2 Client is informed and acknowledges that ADP may disclose such confidential information solely for the provision of the Services to subcontractors, either of the ADP group or not, and statutory authorities, or otherwise as required by law.

5. Contract Term and Termination

5.1 We commit to provide the Services, regardless of the ADP Platform being used by us, for the term of the Contract. Initial Contract term shall be for a period of one (1) year from go-live date of the first ADP processing (Go-live).

5.2 You shall receive the Services for the term of this Contract as defined under this section 5.

5.3 Upon the first anniversary of Go-live, this Contract will automatically renew for further one-year periods each unless terminated by either party by giving a 90 day written notice prior to the respective anniversary date of Go-Live.

5.4 If any party fails to perform any material obligation under this Contract and that failure continues for 45 days after such party receives written notice from the other, specifying in reasonable detail the nature of that failure, the suffering party may, without requiring judicial intervention, terminate this Contract forthwith by further written notice to the party in breach.

5.5 After the Initial contract term, either Party may terminate this Agreement for convenience and without cause at any time by providing at least 90 days prior written notice to the Other Party.

6. Liability

6.1 The monetary damages that we would pay, per calendar year, in case of damages caused to you as a consequence of any breach of our obligations in contract, tort (including negligence) or otherwise in respect of all causes of action arising under or in connection with this Contract, will amount, in aggregate and as a maximum, six (6) times the average monthly fee paid or to be paid by you pursuant to this Contract.

We do not limit our liability in case of fraud, gross negligence, criminal or willful misconduct of any of our employees, nor death or personal injury.

6.2 You will be responsible for and will bear the cost of any adverse effects to the delivery and value of the Services if you do not fulfill your responsibilities as set forth in this Contract.

6.3 To the extent permitted by applicable law, neither party will be liable to the other for any indirect or consequential loss or damages, including any loss of business or profits or harm to reputation that the other party may incur or experience in connection with this Contract, in all cases whether arising from negligence, breach of contract or otherwise, even if the parties have been advised of the possibility of such damages.

7. Entire agreement

7.1 This Contract reflects the entire agreement between you and us with regard to the Services and subject matter, and supersedes any prior written or oral contracts, representations or understandings between you and us with regard to these Services and subjects.

7.2 All warranties and conditions that are not explicitly set out in this Contract, whether implied by statute or otherwise, are excluded to the extent permitted by law.

7.3 Any purchase orders submitted by you are for your internal administrative purposes only and the terms and conditions contained therein will have no force and effect and will not modify this Contract.

8. General Provisions

8.1 Authority

Each party warrants to the other that it has the authority to execute the Contract, and that it has all licenses, permits and consents needed to perform the Contract over the term.

8.2 No Legal Advice

Over the term of the Contract you may need specialized knowledge, and you should not expect that we will provide legal, regulatory, accounting, nor tax advice. You are encouraged to employ and contract with outside firms as needed to meet your requirements.

8.3 Survival

Section 6 shall survive the termination/ expiry of this Contract.

8.4 No Assignment

Except in the case of intra-Group assignment, parties are not authorized to assign rights or obligations arising out of this Contract. In case of authorized assignment, successors and permitted assignees will be bound by this Contract.

8.5 Use of Client Name

We may include your name and corporate logo in our client reference list and website.

8.6 Receipt of funds from outside India

Client represents and warrants that it and/or any entity which may transmit funds on its behalf to ADP under this Contract has complied and will comply with all applicable laws in India relating to the remittance of funds to ADP from abroad. This includes, without limitation, compliance with the Foreign Exchange Management Act 1999 (as amended or replaced from time to time).

8.7 Force Majeure

Neither you nor ADP will be liable to the other for any delay in or failure to perform its obligations as a result of any cause beyond its reasonable control. Such non-performance will not constitute grounds for breach. This clause does not apply in relation to any obligation to pay amounts due to ADP or to you under this Agreement.

8.8 Applicable Law - Venue

The laws of India shall apply to this Agreement and the parties submit to the exclusive jurisdiction of the courts of Chennai as regards any claim or dispute arising under or in connection with it.

ADP

Signature of Authorized Representative

Name, Title

Date

Client

Signature of Authorized Representative

Name, Title

Date