

## Sample Data License

This Sample Data License (this "Agreement") govern your company's (hereinafter referred to as "Company") use of a sample data file from ADP, Inc. ("ADP").

YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF COMPANY. IF COMPANY DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT DOWNLOAD THE ADP DATA (DEFINED BELOW).

1. **Term.** The term of this Agreement party (the "Term") shall be 90 days starting on the date Company first downloads the sample data made available by ADP (the "ADP Data").
2. **License.** Subject to the terms and conditions of this Agreement, ADP grants Company a personal, nonexclusive, nontransferable, nonsublicensable, revocable right during the Term to download and use the ADP Data solely for the purpose of evaluating its usefulness in providing services to Company's clients (the "Permitted Purpose").
3. **Restrictions.**
  - 3.1. Except as necessary for the Permitted Use, Company shall not:
    - i. Provide or permit any person or third party, other than the Company's personnel who are evaluating the ADP Data, to access or use, directly or indirectly, the ADP Data;
    - ii. Reproduce, distribute, transfer, share, disclose, upload, post, copy, translate, display, sublicense, or sell, directly or indirectly (including in electronic form), any portion of the ADP Data;
    - iii. Modify, adapt, or create derivative works, compilations or collected works based on the ADP Data;
    - iv. Use the ADP Data to directly or indirectly create or develop, or contribute to the creation or development of a similar or competing product or service;
    - v. Access or use the ADP Data for the benefit of any direct or indirect competitor of ADP;
    - vi. Save or print any portion of the ADP Data; and
    - vii. Decompile, reverse engineer or otherwise attempt to derive raw data or other trade secrets from the ADP Data.
  - 3.2. Company shall not, even if otherwise contemplated within the definition of "Permitted Use," (i) use the ADP Data to advertise or sell any products or services relating to illegal or illicit activities, (ii) use the ADP Data to represent or as a proxy for individual level credit data, or use the ADP Data to determine credit for any individual consumer, (iii) violate any applicable Law, (iv) re-identify any individuals or companies or combine the ADP Data with other data sets that would enable any individual or individual company to be re-identified
4. **Obligations**
  - 4.1. Safeguards. Company shall implement and maintain throughout the Term appropriate administrative, physical and technical safeguards ("Safeguards") that are intended to prevent unauthorized use or disclosure of the ADP Data. Such Safeguards must include, at a minimum: (i) adequate physical and technical security of any systems on which ADP Data is processed, and/or stored; (ii) commercially reasonable precautions taken with respect to the employment of and access given to Company employees and personnel who have access to ADP Data; and (iii) an appropriate information security program consistent with the requirements hereunder.
  - 4.2. Notice of Security Breach. Company shall promptly notify ADP of any actual or reasonably suspected unauthorized access to or acquisition, use, loss, compromise or disclosure of any ADP

Data, and shall: (i) promptly provide to ADP a detailed description of the incident; and (ii) take prompt actions to ensure that such incident will not recur.

5. **Disclaimer of Warranties.** ADP makes no express or implied warranty of any kind with respect to the ADP Data, and specifically disclaims the implied warranties of merchantability and fitness for a particular purpose. ADP does not guarantee that the ADP Data will be error free or meet all the requirements stated in any product specifications.
6. **Limitation of Liability.** ADP SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO COMPANY OR ANY THIRD PARTIES CAUSED BY THE ADP DATA, ARISING FROM THE COMPANY'S USE OF THE ADP DATA, OR BY ADP'S PERFORMANCE UNDER THIS AGREEMENT. ADP SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, ARISING OUT OF ANY USE OF THE ADP DATA OR ANY PERFORMANCE OF THIS AGREEMENT.
7. **Indemnity.** Company shall indemnify, defend and hold ADP harmless from and against any and all liabilities, claims, penalties, damages, forfeitures, suits, and the costs and expenses incident thereto (including the costs and expenses of defense, settlement and reasonable attorneys' fees), arising from or claimed to have arisen from (i) its use of the ADP Data in a manner not authorized under the Agreement; or (ii) its failure to comply with restrictions set forth in Section 4 or 5 above.
8. **Ownership and Intellectual Property Rights.** Company may not assign or otherwise transfer any rights or obligations under this Agreement. All right, title and interest to all intellectual property with respect to the ADP Data, including that, which may be or become protectable by patent, copyright, trademark, trade secret or similar laws, shall remain exclusively with ADP. No license or other right of any kind is granted to Company by ADP's furnishing the ADP Data, except for the limited right to use the ADP Data as expressly provided in this Agreement.
9. **Termination.** In the event Company's fails at any time to comply with this Agreement, ADP may terminate this Agreement immediately upon written notice. Upon expiration or any termination of this Agreement: (i) Company shall immediately cease its use of the ADP Data; (ii) all licenses and other rights granted to Company under this Agreement will immediately cease; and (iii) Company shall return to ADP or destroy all elements of the ADP Data in Company's possession, custody or control.
10. **Governing Law.** This Agreement shall be governed by the laws of the State of New York applicable to contracts made and wholly performed in such state.