

## Paychex Service Agreement Addendum for Indeed.com Integration Service

Client hereby requests to amend the Services Agreement between Client and Paychex, Inc. or its affiliates, including the Paychex Business Solutions companies (collectively “Paychex”), (“Agreement”). The individual accepting this Addendum represents and acknowledges that he or she has the authority to enter into this Addendum on behalf of Client, and bind Client to this Addendum. Client warrants that it possesses full power and authority to enter into this Addendum, and has read and agrees to all of the terms and conditions.

The parties agree to amend the Agreement by adding the following Service:

### **Indeed Integration Service.**

- 1. Scope of Agreement.** Indeed.com is an employment-related search engine for job listings. This Addendum governs Client’s use of Indeed.com through its Paychex Flex account (“Indeed Integration Service” or “Service”).
- 2. Authorization.** Client acknowledges that any employee or independent contractor (collectively “Worker”) or other Client representative with full administrative rights within Paychex Flex (“Administrator”) has authority to commence the Indeed Integration Service on Client’s behalf. Client understands and acknowledges its sole and continuing obligation to keep all authorized contacts and access levels current at all times, including but not limited to access levels within Paychex Flex.
- 3. Communication with Indeed.** Client hereby authorizes Paychex to share information with Indeed pertaining to Client and/or Client’s Administrator, which may include but not be limited to, Client Information, Client’s Paychex client number, Paychex Services used by Client, Administrator username and/or email address, and other information as necessary to perform the Service or as requested by Indeed, Client and/or Administrator in connection with the Service (“Client Data”).
- 4. Eligibility.** Client acknowledges that Indeed is a third-party vendor and is solely liable for the services it provides. Client will be eligible for the Service so long as: (i) Client complies with the terms of their Paychex Services Agreement and this Addendum; (ii) Client agrees to and complies with all terms and conditions Indeed shall require, including, but not limited to any terms of use; (iii) Client agrees to and pays to Indeed any additional fees required by Indeed; and (iv) the third-party agreement with Indeed is not terminated for any reason.
- 5. Disclaimer.** Paychex is not responsible for (i) the acts or omissions of Indeed, including, without limitation, any acts or omissions related to the security or confidentiality of Client Data on Indeed’s systems and/or servers; (ii) the security or confidentiality of Client’s Indeed account, communications, usernames, passwords, or other login credentials; (iii) the security or confidentiality of Administrators’, Workers’ or prospective Workers’ Indeed account, communications, usernames, passwords, or other login credentials; (iv) use of Indeed or the Indeed Integration Service by Client and/or Administrator(s), including but not limited to any content posted on or through Indeed.com; or (v) Client’s compliance with any and all applicable federal, state, local and international laws, regulations or ordinances (“Laws”) related to Client’s use of Indeed.com or the Indeed Integration Service. Client agrees to comply with any and all applicable Laws. Paychex hereby disclaims any and all warranties, and makes no representation or warranty of any kind, whether express or implied, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement, and any warranties arising out of course of dealing or usage of trade. Indeed.com and/or the Indeed Integration Service may provide links to third-party websites. Paychex makes no representations concerning and is not responsible for, the accuracy or content of, or the ability of Client to access, websites of third parties. Client agrees and acknowledges that, by offering this Service, Paychex is not intending to provide, and its actions should not be construed as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client, Client’s Administrator(s), Client’s Workers, or Client’s prospective Workers. Client is solely responsible for ensuring that its policies and procedures comply with all applicable Laws. Client further acknowledges and agrees that neither Paychex nor Indeed will review any job listings for compliance or any other reason.
- 6. Indemnification.** In addition to any indemnification provision in the Agreement, Client agrees to indemnify, defend, and hold Paychex and its parents, subsidiaries, affiliates, respective officers, directors, and employees harmless from any and all claims, costs, attorneys’ fees (including in-house counsel fees), and expenses, by or from Client’s current, former or prospective Workers or any other third party relating to or arising in connection with Client’s use of Indeed.com and/or the Integration Service.
- 7. Term and Termination.** The term of this Addendum commences on the date that Client’s Administrator activates the Service. Either party may terminate this Addendum by providing the other party at least 30 days’ prior written notice of termination, or as set forth in the Termination provision of the Agreement.

The parties further agree to amend the Agreement by adding and/or amending Third-Party Services to read in its entirety as follows:

**Third-Party Services.** At Client's option, Client can integrate or use certain third-party services with the Services, including Indeed. These third-party services are not provided by Paychex. Client agrees to hold harmless and release Paychex from any liability relating to Client's use of third-party services or integration of the Services with third-party services, including Indeed.com. Client's ability to use third-party services may be limited according to the third-party's terms and conditions. When Client integrates with a third-party service, Client authorizes Paychex to share any Client data, including Client Information and/or Client Confidential Information, as may be needed by the third-party to provide the third-party services. Client acknowledges that Indeed may store Client Information and/or Client Confidential Information on its systems and/or servers. Paychex is not liable for any disclosure of Client Information and/or Client Confidential Information by any such third-party. Client acknowledges and agrees that Paychex is not liable to Client, Client's Workers, or any other third-party for any consequences, losses, or damages resulting from unauthorized access to or use of Client Information and/or Client Confidential Information which occurs in connection with Client's use of Indeed.

**This Addendum is not intended to modify or replace any other provision of the Agreement, except as expressly set forth above.** In the event of any conflict between the terms set forth in this Addendum and the terms of the Agreement, the terms set forth in this Addendum shall supersede and control.