

TriNet Integration Center Terms of Use

These TriNet Integration Center Terms of Use (the “**Terms**”) are an agreement you must accept in order to use the TriNet Integrations (as described below). TriNet USA, Inc., including its affiliates and subsidiaries (“**TriNet**” “**we**” “**us**”), provides the TriNet Integrations to you subject to these Terms. By accepting the Terms, or by accessing or using the TriNet Integrations, you agree to be bound by the Terms.

For purposes of these Terms, the words “**you**” or “**your**” refers to an active client of TriNet pursuant to a services agreement between TriNet and client, a client employee, or a third party that uses the TriNet Integrations with or without client’s permission, or on client’s behalf in any manner, including but not limited to trusted advisors, regardless of the word’s capitalization. If you are an individual and are entering into these Terms on behalf of a legal entity, you represent that you have the authority to bind such entity to these Terms. In that case, the words “**you**” or “**your**” shall also refer to such entity and its affiliates and subsidiaries that use the TriNet Integrations, if any. If you do not have such authority, or if you do not agree with the Terms, neither you nor such entity may use the TriNet Integrations. You acknowledge that the Terms are a contract between you and TriNet and it governs your use of the TriNet Integrations. .

1. Definitions

- a. “**Access**” means the ability of an Application to access Customer Data.
- b. “**Application**” or “**Applications**” means any software application, website, product, or service that uses the TriNet Integrations.
- c. “**Credentials**” means a set of security keys, secrets, tokens, and other credentials to use the Applications.
- d. “**Customer**” means a client of TriNet pursuant to a services agreement between TriNet and Customer.
- e. “**Customer Data**” means all data or information of Customer that is stored on, uploaded into, processed by or otherwise passes through the Platform.
- f. “**Platform**” means the TriNet software platform, products, and services.
- g. “**TriNet Integrations**” means any application programmatic interfaces or other integration or connection of any kind developed by TriNet or its contractors and made available to you under these Terms, as well as any associated documentation, materials and tools provided by TriNet.
- h. “**TriNet Integration Center**” means any TriNet location where authorized users may view and enable TriNet Integrations.

2. Ownership

You agree and acknowledge that TriNet own all rights, title, and interest, including all copyright, patent, or other proprietary or intellectual property rights under any jurisdiction, and any moral rights therein, in and to, the (1) TriNet Integrations, (2) any documentation, instructions, know-how, or materials provided to you in connection therewith, and all elements and components thereof; and (3) the Platform, including any services rendered by TriNet through the Platform (collectively, the “**TriNet Materials**”). Except for the express licenses granted in the Terms, TriNet does not grant you any right, title, or interest in the TriNet Materials. You agree to take such actions as TriNet may reasonably request to perfect TriNet’s rights to

the TriNet Materials. These Terms do not include any right for you to use any trademark, service mark, trade name, or any other TriNet marks.

3. Representation and Warranty

You represent and warrant to TriNet that: (a) you have the right to use the Credentials with the TriNet Integrations, and that use of such TriNet Integrations with an Application by you will not violate the rights of any third, or any applicable regulation or law; (b) you have and will continue to have throughout the use of TriNet Integrations, all rights, licenses, and consents necessary to provide or otherwise disclose or transfer Customer Data through the TriNet Integrations; (c) Customer Data provided or otherwise disclosed or transferred through the TriNet Integrations does not knowingly infringe, misappropriate, defame, or violate any proprietary or personal right of any third party, including without limitation, intellectual property, and privacy rights.

4. Use of TriNet Integrations

The following limitations apply to your use of the TriNet Integrations:

- a. You may not use the TriNet Integrations in violation of any law or regulation, including but not limited to privacy and data protection laws, intellectual property rights, or in any manner inconsistent with these Terms.
- b. You may not use the TriNet Integrations, an Application or any other technology in a manner that accesses or uses any information beyond what TriNet allows under these Terms;
- c. You may not use the TriNet Integrations for purposes of monitoring the availability, performance, or functionality of the Platform or any services rendered by TriNet through the Platform.
- d. You may not transmit any malicious software or other computer programming that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system or data of TriNet including the Platform and any services rendered by TriNet through the Platform.
- e. You may not attempt to reverse engineer or otherwise derive source code, trade secrets, or know-how in the TriNet Integrations Center, or any portion thereof.
- f. You may not use the TriNet Integrations or the Platform to replicate, benchmark, or compete with core products or services offered by TriNet.
- g. TriNet reserves the right to make changes to the TriNet Integrations or these Terms at any time without notice to you or the Customer. You acknowledge that changes to the TriNet Integrations may adversely affect how you interact with the Platform and the way that an Application accesses or communicates with the Platform. If any change is unacceptable to you, TriNet shall have no obligation to modify the TriNet Integrations and your only recourse is to terminate these Terms by ceasing all use of the TriNet Integrations.

5. No Obligation of TriNet

You understand and acknowledge that Applications are not TriNet products and that this service is being provided to you as-is. TriNet shall have no responsibility for:

- a. Your acts or omissions (including acts or omissions relating to the security, privacy, confidentiality or use of Customer Data or your particular level of security controls);
- b. The acts or omissions of any Application owners;
- c. any claims, threatened claims, damages, losses, liabilities, costs or judgments of any kind (collectively “**Losses**”) relating to (i) your use of the TriNet Integrations; (ii) your use or storage of or any Customer Data; or (iii) your use of any Applications; or
- d. any Losses incurred by you arising from your use or misuse of Customer Data, or from use of a non-TriNet system, website, or application (including any Applications).

Further, these Terms do not entitle you to any support for the TriNet Integrations unless you enter into a separate written agreement with TriNet for such support. Nothing in these Terms shall be construed as TriNet certifying, endorsing, or recommending any Applications.

6. Security Incidents

You shall promptly, but in no event later than 48 hours, notify TriNet if you become aware of any suspected or actual security breach of, or unauthorized disclosure or access to, Customer Data, the Platform, Credentials, or any TriNet Integrations, including any access by you exceeding your authorized access to the Platform (collectively, a “**Security Event**”). In such event, you shall provide reasonable cooperation and assistance to TriNet to respond to such incident. If such incident was caused by you or your: (a) agents or employees; (b) use or misuse of Credentials; (c) breach of these Terms or the Integrations Instructions; or (d) negligence or willful misconduct, you shall be responsible for reimbursing TriNet for any and all reasonable costs incurred by TriNet to respond to such incident, including, as necessary, any costs incurred by TriNet to notify affected persons, all costs associated with preparing and delivering such notice, attorneys’ fees and legal costs, call center services, forensics services, credit monitoring, and other remediation costs. In the event TriNet has reason to believe a breach of security has occurred, TriNet shall have the right to temporarily or permanently disable your Credentials and Access without notice to you.

7. Disclaimer

YOU ACKNOWLEDGE AND AGREE THAT THE TRINET INTEGRATIONS AND THE PLATFORM ARE MADE AVAILABLE “AS-IS” AND “AS-IS AVAILABLE.” TRINET MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND UNDER THESE TERMS. YOU ACKNOWLEDGE THAT TRINET DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THESE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. TRINET IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. TRINET DOES NOT WARRANT THAT THE TRINET INTEGRATIONS, YOUR ACCESS OR THE PLATFORM WILL BE AVAILABLE, SECURE, ERROR FREE, VIRUS FREE, COMPATIBLE WITH APPLICATIONS, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE TRINET INTEGRATIONS, YOUR ACCESS OR THE PLATFORM AND NO INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM TRINET OR THROUGH THE PLATFORM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. ALL WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARE EXPRESSLY EXCLUDED, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of Liability

IN NO EVENT SHALL TRINET BE LIABLE TO YOU, A CUSTOMER THAT AUTHORIZED YOUR ACCESS, OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST INCOME OR PROFITS, EVEN IF ADVISED ON THE POSSIBILITY THEREOF, IN RELATION TO THESE TERMS. Without limiting the foregoing, you acknowledge and agree that you have not relied on, and hereby disclaim reliance on, any representation, warranty or other statement or omission of TriNet or any of its directors, officers, employees or agents beyond those expressly set forth in these Terms.

9. Indemnity

You shall defend, indemnify and hold TriNet and its affiliates, directors, officers, employees and agents harmless against any Losses (including reasonable attorneys' fees) arising out of or otherwise relating to: (a) your use of the TriNet Integrations and any Application that is used for Access; (b) your Access to or use of the Platform; (c) any breach of these Terms; (d) any Security Event caused you in connection with your use of the TriNet Integrations, your Access, or your Application; or (e) your Access to, use, storage, or disclosure of any Customer Data accessed using your Application.

10. Termination

TriNet may terminate these Integration Center Terms or your Access at any time without notice to you or the Customer. In addition, TriNet may, in its sole discretion, remove or disable any Credentials form using the TriNet Integrations Center. TriNet shall have no liability whatsoever to you as a result of TriNet's exercise of the termination rights described in this section. Upon termination of these Terms, the following provisions shall survive: Sections 5 through 17.

11. Governing Law

Delaware law governs these Integration Center Terms. If any part of these Terms is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder will remain in full force and effect as if the unenforceable part did not exist.

12. Entire Agreement

These Terms constitute the entire agreement between you and TriNet relating to the subject matter of these Terms and supersedes any prior agreements or understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of these Terms. Handwritten changes to these Terms are unenforceable.

13. Waivers

Our failure to act with respect to a breach of these Terms by you or Customer does not waive our right to act with respect to that breach or other breaches.

14. Injunctive Relief

In no event shall you seek or be entitled to injunctive or other equitable relief, or to enjoin or restrain the operation of the TriNet Integrations, the Platform, or any other material used or displayed through the TriNet Integrations or the Platform.

15. Dispute Resolution

You and TriNet will make good faith efforts to negotiate and mediate any claim, dispute or controversy (“**Dispute**”) arising out of these Terms, which would otherwise require or allow resort to any court or other governmental dispute resolution forum. If the Dispute is not resolved within thirty (30) days, TriNet and You agree that the Dispute will be submitted to binding arbitration and each party will pay its own attorneys' fees and costs. Claims for injunctive relief by TriNet are exceptions to the prior sentence and such claims can be brought in a court that will have the power to award attorneys' fees and costs. You waive any right to bring any Dispute on behalf of a class, as private attorney general, representative, or similar basis. Arbitration of a Dispute will be conducted in accordance with the rules and processes of either the American Arbitration Association or Judicial Arbitration and Mediation Services, Inc. The arbitration will be held in the city of TriNet’s headquarters in California. You and TriNet hereby knowingly, voluntarily, and irrevocably waive the right to trial by jury, and agree that if the foregoing binding arbitration provision is determined for any reason to be unenforceable or inapplicable to a particular Dispute, then such Dispute will be decided solely by a judge, without the use of a jury, sitting in a court of competent jurisdiction in the city or county of TriNet’s headquarters in California.

16. Notices

All notices under these Terms must be in writing and delivered by one of the following methods: (1) personally or by an express delivery service to the recipient’s corporate headquarters address (such notice being effective as of the confirmed delivery date); or (2) via electronic mail to, if TriNet is the intended recipient, legal@trinet.com, or, if you are the intended recipient, one of the designated contacts on the most recently executed TriNet Services Requisition agreement between you and TriNet. Additionally, TriNet may provide notice by posting notice on the Platform for notices other than notices related to default or termination of these Terms or demands for arbitration or defense and indemnity.

17. Assignment

You may not assign these Terms or any of your rights and duties hereunder, or any interest herein, without the prior written consent of TriNet. We may freely assign or delegate some or all of our rights and obligations under these Terms without notice to you.