

ADDENDUM to
ADP GLOBAL MASTER SERVICES AGREEMENT
between
ADP, INC. and FOREST PRESERVE DISTRICT OF KANE COUNTY

This addendum (the “**Addendum**”) is made and effective as of the date of the last signature hereto (the “**Addendum Effective Date**”) between ADP, Inc. (“**ADP**”) with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 and Forest Preserve District of Kane County (“**Client**”) with a principal place of business at 1996 S. Kirk Road, Geneva, Illinois 60134 and contains changes, modifications, revisions and additions to that certain ADP Global Master Services Agreement of even date herewith between the parties (as amended hereby, the “**Agreement**”).

In consideration of the mutual covenants contained in the Agreement and in this Addendum, and for other good and valuable consideration, notwithstanding anything to the contrary in the Agreement, ADP and Client agree as follows:

1. Section 4.1 (**General**) of the Global Master Terms and Conditions of the Agreement is hereby amended by revising subitem (x) of the last sentence to read as follows:

“(x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, including disclosures required by the Illinois Freedom of Information Act, disclose any ADP Confidential Information provided that Client (i) gives ADP prompt notice of every such disclosure request to enable ADP to take action to protect such information if it deems necessary, (ii) provides ADP with the name or entity seeking such information, (iii) disclose no more of ADP’s Confidential Information than is required by the applicable law, rule, regulation or ruling, and request that the Confidential Information so disclosed is treated confidentially, and (iv) not post any ADP Confidential Information on any public Internet website,”

2. Section 11.1 (**Fees and Fee Adjustments**) of the Global Master Terms and Conditions of the Agreement is amended to delete the third sentence in its entirety and replace it with the following:

“ADP may increase prices for Services at any time after the Initial Term upon at least thirty (30) days’ prior written notice to Client; provided, however, ADP will not increase recurring Services fees annually by more than three percent (3%) over the previous year’s fees (the “**Price Cap**”). Specifically excluded from the Price Cap are delivery, tax and banking (including reverse wire), jurisdiction, maintenance and professional Services fees, year-end fees (e.g., for W-2s), and fees for any other Services or products Client purchases after the Agreement Effective Date.

All other terms and conditions of the Agreement remain in full force and effect. The terms defined in the Agreement and used in this Addendum have the same respective meanings as set forth in the Agreement unless clearly otherwise defined herein. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, the terms and conditions of this Addendum prevail. This Addendum may be executed in multiple original copies, identically worded, and each such executed copy constitutes an original. Electronic signatures in connection with the electronic signature delivery system used by ADP and signatures transferred in .pdf or a similar format for scanned copies of documents are original signatures for all purposes of this Addendum and the Agreement.

IN WITNESS WHEREOF, this Addendum is hereby executed by an authorized representative of each party hereto as of the Addendum Effective Date.

ADP, INC.

FOREST PRESERVE DISTRICT OF KANE COUNTY

[ADP Signature]

[Client Signature]

[ADP Name]

[Client Name]

[ADP Title]

[Client Title]

[ADP Date]

[Client Date]