



PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CDK GLOBAL, LLC

AND

RESOURCES GLOBAL PROFESSIONALS (RGP)

PREAMBLE

This Professional Services Agreement, dated as of 26 July 2016, is between Resources Connection LLC, doing business as Resources Global Professionals (RGP), a Delaware limited liability company, with offices at 17101 Armstrong Ave. Irvine, CA 92614 ("Vendor"), and CDK Global, LLC, a Delaware limited liability company, with offices at 1950 Hassell Road, Hoffman Estates, IL 60169.

WHEREAS, the parties desire to enter into an agreement which will govern the relationship in which one party will acquire services from the other party;

NOW, THEREFORE, based on the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions; and

IN WITNESS WHEREOF, the parties have caused this Professional Services Agreement to be executed in their names as of the date first above written.

CDK GLOBAL, LLC**Resources Global Professionals**

DocuSigned by:
By: Mike Morsch
4799005653B9454...
Name: Mike Morsch

By: Alice J. Washington
Name: Alice J. Washington

Title: VP, Global Procurement

Title: VP, Legal & Legal Operations

Date: 8/2/2016

Date: 26 July 2016

1. DEFINITIONS

1.1 "Affiliates" shall mean any individual, company, corporation, partnership or other entity, directly or indirectly, controlling, controlled by, or under common control with, a party hereto, with control being the ownership or control of at least ten percent (10%) of the equity or voting rights.

1.2 "Agreement" shall mean, collectively, this Professional Services Agreement and any SOW, as well as any amendment, addenda, attachment, exhibit, or schedule thereto.

1.3 "CDK" shall mean CDK Global, LLC and its Affiliates.

1.4 "CDK Project Manager" shall mean the CDK employee identified to Vendor as principal contact and manager for Services.

1.5 "Confidential Information" shall mean information that is disclosed to the other party, including, but not limited to, trade secrets, methodologies, supplier lists, customer lists, customer data, cost and price data, business methods, business content, software, computer and telecommunications systems, records, technical processes and formulas, product designs, sales, unpublished financial information, product and business plans, usage rates, projections, marketing data and memoranda, papers, letters, e-mail, notes, plans, documentation, records and all copies thereof relating to the past, current or future business or technology of the other party.

1.6 "Deliverable" shall mean any end product, as well as any tasks, work and/or services required as part of Vendor's performance under any SOW.

1.7 “Diverse Supplier” shall mean a business which meets the requirements of a minority (for the purposes of this Agreement or any SOW, shall mean African American/Black, Asian, Hispanic or Native American), women, disabled person, L.G.B.T, US veteran owned or small business as defined by the U. S. Small Business Administration.

1.8 “Effective Date” shall mean with respect to this Agreement and any SOW thereto, the date given in the recitals of such document, or if no date is listed, then the date given for the signature of the later party to sign the document.

1.9 “Intellectual Property” shall mean any data, information, computer software, computer programs, documentation, specifications, designs, schematics or other intangible property which is the product of a person’s or persons’ intellect.

1.10 “Licensed Software” shall mean software in object code form, together with all related materials, documentation and information, or any portion thereof, and any modifications, corrections, improvements, enhancements and updates thereto in any form, tangible or intangible, all of which are commercially available, owned or distributed by Vendor and provided under a separate license agreement.

1.11 “Personnel” shall mean Vendor, its employees, agents, independent contractors and/or sub-contractors who perform under this Agreement, as well as any works for hire, Deliverables, Work Product, as well as applicable Documentation, or any portion thereof or any SOW.

1.12 “Pre-existing Vendor IP” shall mean any Intellectual Property existing and owned by Vendor or Vendor’s licensors, as well as any method, process, “know-how” and/or technique, existing prior to a Statement(s) of Work and used by Vendor and Personnel in connection with the provision of Vendor Services under this Agreement.

1.13 “Products” shall mean Vendor’s software programs, goods and/or equipment, as well as documentation, provided to CDK under the Agreement.

1.14 “SOW” or “Statement of Work” shall mean the written statement, numbered sequentially for each engagement, describing Services to be performed by Vendor.

1.15 “Services” shall mean services of any kind provided by Vendor under the Agreement, as well as any Deliverables.

1.16 “Work Product” shall mean (i) any Intellectual Property newly created for CDK, or (ii) any modifications of existing CDK Intellectual Property by Vendor pursuant to a SOW. For the avoidance of doubt, Work Product shall not include Pre-existing Vendor IP, Licensed Software or modifications thereto, unless specifically agreed to in a SOW.

2. THE AGREEMENT

2.1 Entire Agreement. The parties agree that this Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes and replaces any and all prior agreements, written or oral. Any additional terms, including without limitation, “shrink-wrap” or “click thru” agreements, delivered with any Services shall be of no force or effect. The Agreement may not be released, discharged, amended or modified in any manner except by an instrument in writing signed by both parties. FOR THE AVOIDANCE OF DOUBT, ANY REFERENCE TO WEB SITES OR EXTERNAL DOCUMENTS IN A SOW OR OTHER ORDERING DOCUMENT SHALL BE OF NO FORCE OR EFFECT ON THIS AGREEMENT.

2.2 Order of Precedence. In the event of a conflict between the terms of the documents comprising this Agreement, the order of precedence shall be this Agreement, then any SOW. The terms and conditions of any SOW are specific to the subject matter thereof and will never modify or amend the terms of any other SOW.

3. SERVICES

3.1 Services. This Agreement shall govern any SOW executed hereunder. In consideration of the fees set forth thereon, Vendor hereby agrees to perform the Services outlined in any such properly executed SOW. Any such SOW shall reference this Agreement and shall become part hereof. Each SOW shall describe the Services to be performed, any Deliverables to be provided, the timeframe for the project, and the associated fees to be charged to CDK. Any changes, modifications or amendments to this Agreement and/or any SOW shall be made in writing and signed by both parties.

4. OWNERSHIP AND LICENSE RIGHTS

4.1 Ownership of all Intellectual Property related to this Agreement will be determined as follows:

4.1.1 CDK IP. CDK will retain all ownership rights to any and all of its own Intellectual Property that it may provide to Vendor during the course of the performance of Services by Vendor under this Agreement.

4.1.2 CDK Work Product. CDK will have ownership of any Work Product, regardless of developmental stage. Vendor hereby assigns, and agrees to cause Personnel to assign, ownership of any Work Product to CDK. Vendor agrees to take all necessary steps to ensure CDK has formal and legal ownership of any Work Product.

4.1.3 Vendor IP. Vendor will retain ownership of any and all Pre-existing Vendor IP which may have been provided or disclosed to CDK during the course of the performance of Services under this Agreement unless otherwise specifically designated in the SOW.

4.1.4 Title to Confidential Information. Title to each party's Confidential Information shall remain with the owning party. Neither party shall have any ownership rights to the other's Confidential Information, but will have the right to use such Confidential Information in accordance with the terms and conditions of this Agreement.

4.2 IP Exceptions. Expressly and absolutely excluding any and all Licensed Software, Vendor shall cause CDK, at no cost, to have and obtain the irrevocable, unrestricted, nonexclusive, worldwide, perpetual, fully-paid license, subject to the terms and conditions of this Agreement, to: (i) use, access, execute, reproduce, display, perform, distribute internally or externally, Deliverables that are not classified as Work Product, all Pre-existing Vendor IP, as well as any derivative works thereof, which are or may be required for CDK's use and enjoyment of the Deliverables and/or Work Product; and (ii) authorize or sublicense others from time to time to do any or all of the foregoing.

4.3 Pre-Existing IP. Vendor shall use reasonably commercial efforts to notify CDK in writing in advance of: (i) the nature of the Pre-existing Vendor IP which is or may be required for CDK's use and quiet enjoyment of the Deliverables; (ii) the owner of any Pre-existing Vendor IP; and (iii) any restriction or royalty terms applicable to Vendor's use thereof or CDK's exploitation of the Pre-existing Vendor IP and/or Deliverables as a derivative work thereof.

5. PERSONNEL

5.1 SOWs. Personnel shall perform their assignments in accordance with the applicable SOW.

5.2 Compliance. While Personnel are on CDK's premises, they shall comply with all of CDK's rules, regulations and policies concerning such matters as working hours (which will be established by the CDK Project Manager), holidays and CDK security measures. All Personnel who will have unescorted access to CDK premises and/or computer systems, or who will have access to any data or material that CDK, in its sole discretion, considers to be sensitive, shall comply with all applicable background check guidelines, as provided to Vendor and as may be updated from time to time at <http://www.cdkglobal.com/company/cdk-global-policies>. Additionally, all Personnel will register with CDK security for the purpose of obtaining a CDK identification card, which shall be immediately returned to the CDK Project Manager upon: (i) termination of employment with Vendor; (ii) Agreement termination between Vendor and CDK; or (iii) upon demand by CDK.

5.3 Personnel Termination. CDK may, in its sole and absolute discretion, terminate any or all Personnel for unsatisfactory performance at any time, in which event CDK shall have no further obligations hereunder after any such termination except to pay Vendor for the services satisfactorily performed by such terminated Personnel prior to their termination.

5.4 Replacement Personnel. If any Personnel performing Services for CDK is terminated by Vendor for any reason whatsoever, or if CDK terminates any Personnel pursuant to Section 5.4 above, Vendor shall, upon CDK's request, promptly after the occurrence of any of the foregoing events, furnish CDK with replacement Personnel of experience at least equal to that of the terminated Personnel affected by the occurrence of such event.

5.5 Replacement Charges. CDK shall not be obligated to make any payment on account of Services of any replacement Personnel for the number of hours required to train the applicable replacement Personnel so that such replacement Personnel can perform the assigned work in a manner equal to the replaced Personnel at the particular stage the assigned work had reached when the Personnel change occurred.

5.6 Notwithstanding anything to the contrary contained herein, Personnel shall not for any purpose, be considered CDK employees or contractors. Vendor shall be solely responsible for the payment of the salaries of Personnel and all matters relating thereto (including the withholding and/or payment of all federal, state and local income and other payroll taxes), worker's compensation, disability benefits, medical and other insurance-related benefits and all such additional legal requirements of Personnel.

5.7 Vendor shall ensure that all Personnel are U.S. persons (as defined in § 120.14 of this part) who is a lawful permanent resident as defined by 8 U.S.C. 1101(a)(20) or who is a protected individual as defined by 8 U.S.C. 1324b(a)(3) are used to provide services to CDK under this Agreement, as well as any works for hire, Deliverables, Work Product, as well as applicable Documentation, or any portion thereof or any SOW.

6. FEES AND PAYMENT

6.1 Fees. CDK shall pay Vendor the fees in accordance with the terms set forth in the applicable SOW for the Services provided under this Agreement.

6.2 Expenses. Unless provided otherwise in the applicable SOW, CDK shall reimburse Vendor for reasonable expenses incurred by Personnel in connection with Services provided under such SOW, provided that: (i) Vendor shall obtain CDK's written approval prior to incurring such expenses; (ii) Vendor provides CDK with itemized invoices with respect to such expenses; and (iii) Vendor furnishes CDK with receipted bills evidencing such expenses.

6.3 Invoices. Invoices for any fees specified in any SOW shall reference this Agreement and itemize all fees as set forth in the applicable SOW. Invoices shall be submitted by Vendor to the address specified in this Agreement or the applicable SOW.

6.4 Payment. CDK shall pay Vendor all undisputed amounts within forty-five (45) days of the date of receipt of a proper and accurate invoice. In the event payment is not made within forty-five (45) days, Vendor shall give CDK written notice and CDK shall have fifteen (15) days from receipt of notice to make payment. Any and all payments due to Vendor pursuant to this Agreement or any SOW may, at CDK's option, be made via EFT or check. All payments under the Agreement shall be made in U.S. dollars.

6.5 Shipping Expenses. Vendor shall be responsible for all shipping expenses.

6.6 Taxes. CDK shall reimburse Vendor for state and local sales and use taxes, as applicable, with respect to transactions under the Agreement, unless CDK advises Vendor that an exemption applies. In no event will CDK be responsible for any taxes based upon Vendor's income. Taxes payable by CDK shall be billed as separate items on Vendor's invoices and shall not be included in Vendor's prices. CDK shall have the right, at its expense and subject to CDK's direction and control, to have Vendor contest any such taxes that CDK deems improperly levied.

7. REPRESENTATION AND WARRANTIES

7.1 Corporate Authority. Vendor hereby represents and warrants that it is a limited liability company duly formed, validly existing and in good standing under the laws of the state of its incorporation, and that it has all required corporate power and authority to execute, deliver, and perform its obligations under the Agreement and, where applicable, to bind its Affiliates.

7.2 Performance Warranty. Vendor is responsible for the acts and/or omissions of all Personnel. Vendor also represents and warrants that the performance of Services by Vendor will not violate any proprietary rights of any third party (including, without limitation, any third party confidential relationships, patents, copyrights, trade secrets and/or other proprietary rights).

7.3 Cure. Vendor represents and warrants that all Services provided will substantially conform to the description on any SOW. For any breach of this warranty, Vendor shall re-perform the Services so as to cure any breach. If Vendor is unable to re-perform the Services as warranted, CDK shall be entitled to recover the fees paid for any deficient Services and shall have the right to pursue any other remedy available at law and/or in equity.

8. TERM AND TERMINATION

8.1 Term of Agreement. This Agreement shall commence on its Effective Date and shall continue in perpetuity unless otherwise terminated in accordance with the terms and conditions set forth herein.

8.2 Termination by CDK. CDK may terminate this Agreement and/or any SOW, in whole or in part, by written notice to Vendor at any time. In such case, CDK's liability shall be limited to payment of the amount due for Services performed up to and including the date of termination (which amount shall be sustained with proof satisfactory to CDK) and no further Services will be rendered by Vendor.

8.2.1 Acceptance of such payment shall constitute a full and complete release and discharge of CDK's obligations.

8.2.2 In the event of such termination, CDK's liability shall not exceed the price for the Services being terminated.

8.3 **Material Breach.** In addition to all rights and remedies available at law and/or in equity, either party may terminate this Agreement and/or any SOW, in the event of a material breach by the other party, if such breach is not cured within thirty (30) days from receipt of written notice describing such breach.

8.4 **Bankruptcy.** In any proceeding in bankruptcy, insolvency and/or liquidation is instituted by or against either Vendor or CDK, unless otherwise prohibited by law, Vendor or CDK shall have the right, at their sole discretion, to immediately terminate this Agreement upon written notice to the other party.

8.5 **Return of Fees.** In the event CDK exercises its right to terminate this Agreement and/or any SOW in accordance with Section 8.3, in addition to any other rights CDK may have in law and/or in equity, upon such termination, Vendor shall promptly refund to CDK any prepaid fees on a prorated basis.

8.6 **Survival.** In addition to the rights granted herein that remain in perpetuity under any SOW, the following obligations shall survive termination of this Agreement: Section 1 (Definitions); Section 9 (Confidentiality); Section 10 (Indemnification); Section 11 (Limitation of Liability); and, Section 13 (Miscellaneous).

9. CONFIDENTIALITY

9.1 **Confidentiality.** Each party agrees that during the term of this Agreement, it may disclose Confidential Information to the other party and that the party who receives the Confidential Information will not disclose it except as may be set forth herein. Confidential Information may only be used by the receiving party for the purposes contemplated under the Agreement. Confidential Information shall not include information that the receiving party can demonstrate: (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party without an obligation of confidentiality; (b) was known to the receiving party prior to the time of its disclosure without an obligation of confidentiality; (c) is independently developed by the receiving party without use of, or reference to, the disclosing party's Confidential Information; or (d) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party. If a receiving party is required by applicable law, regulation, court order or legal process to disclose any Confidential Information, the receiving party will provide the disclosing party with prompt notice of such request or requirement, and the receiving party will use reasonable efforts to ensure that all Confidential Information so disclosed is treated confidentially. Such disclosure of Confidential Information in accordance with the foregoing sentence will not violate the terms of this Section.

9.2 **Disclosure.** Except as provided for in this Agreement, each party shall not make any disclosure of Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each party shall notify its employees of their obligations with respect to Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each party and its employees shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, CDK shall have the right to disclose the terms and conditions of the Agreement to its agents, third party consultants and subcontractors, on a need to know basis. In addition, information related to the tax treatment or the tax structure of the transaction shall be excluded from Confidential Information.

9.3 **Injunctive Relief.** Each party acknowledges that the other believes that its Confidential Information is unique property of extreme value, and the unauthorized use or disclosure thereof would cause irreparable harm that could not be compensated by monetary damages. Accordingly, each party agrees that the other may seek injunctive and preliminary relief to remedy any actual or threatened unauthorized use or disclosure of Confidential Information. Such relief shall be in addition to, and not in lieu of, all other remedies available at law and/or in equity.

10. INDEMNIFICATION

10.1 Vendor shall indemnify, defend and hold CDK harmless, and their respective officers, directors, employees and agents harmless, from and against any claims, demands or causes of action that Products or Services, and related documentation provided to CDK under this Agreement, violates or infringes any U.S. patents, copyright, trademarks, trade secrets, licenses or other proprietary rights of a third party (other than any CDK requested changes made to Product or Services) and excluding any infringement contributorily caused by CDK. CDK shall promptly provide Vendor with written notice of any claim which CDK believes falls within the scope of this Section. In the event that Product or Service, or any portion thereof, is held to constitute an infringement, Vendor shall, at its own expense, use all commercially reasonable efforts to: (i) modify the infringing Product or Service so that it is non-infringing and materially similar in performance; (ii) procure for CDK the right to continue using the infringing Product or Service; or (iii) replace said Product or Service with equally suitable, non-infringing Product or Service. In the event that none of the options outlined in (i) through (iii) above are found to be commercially reasonable by Vendor, Vendor will terminate the license for the infringing Product or Service and refund to CDK, on a pro-rated basis, all fees that CDK paid for the infringing Product or Services and CDK shall have the right to immediately terminate this Agreement or any SOW.

10.2 Vendor, at its own expense, shall indemnify, defend and hold CDK and its respective officers, directors, employees and agents, harmless from and against any claims, demands, causes of action, debts or liability, costs and expenses, including, without limitation, attorneys' fees, based upon or relating to a third party claim against CDK arising from any action or inaction of Vendor or Personnel.

10.3 Vendor agrees to indemnify CDK and its respective officers, directors, employees and agents, for any liability or expense due to claims for personal injury or damage to property to the extent arising out of the furnishing or performance of any services provided hereunder or arising out of the fault or negligence of Vendor.

11. LIMITATION OF LIABILITY

11.1 CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATING TO THIS AGREEMENT EVEN IF THE PARTY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 DIRECT DAMAGES. VENDOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED \$5 MILLION AND CDK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CDK UNDER THIS AGREEMENT.

11.3 EXCEPTIONS. THE LIMITATIONS SET FORTH IN SECTIONS 11.1 AND 11.2 SHALL NOT APPLY TO (I) VENDOR'S INDEMNIFICATION OBLIGATIONS, (II) VENDOR'S CONFIDENTIALITY OBLIGATIONS, (III) VENDOR'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, CRIMINAL OR FRAUDULANT ACTIVITY, OR (IV) VENDOR'S OBLIGATIONS UNDER SECTION 12 (IMPORT AND EXPORT PROVISIONS).

12. IMPORT AND EXPORT PROVISIONS

12.1 Import and Export Provisions. Vendor shall be responsible for compliance with all import and export laws, rules and regulations of the United States and any other country with respect to delivery of Services to CDK. Vendor shall not be responsible for compliance with any import or export laws, rules and regulations of the United States and any other country which are applicable solely as a result of the integration of a Vendor product and/or service with a CDK product and/or service; provided, however, Vendor shall provide all necessary assistance in such export and import activities to the extent it involves Services. Such assistance shall include,

without limitation, assistance in obtaining export licenses, providing copies of all licenses procured and formal export license determinations obtained by Vendor.

13. MISCELLANEOUS

13.1 Force Majeure. Neither party shall be in default if failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, labor disputes and governmental demands or requirements. When a party's delay or non-performance continues for a period of five (5) days or more, the other party may terminate this Agreement and/or a SOW without penalty. Any prepaid amounts shall be refunded on a prorated basis.

13.2 Compliance with Laws. Vendor and all persons furnished by Vendor shall comply, at their own expense, with all applicable federal, state, local and foreign laws, ordinances, regulations and codes, in the performance of the Agreement. Vendor agrees to indemnify, defend (at CDK's request) and hold harmless CDK from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from any failure to do so.

13.3 Anti-Corruption. Vendor shall ensure that its Personnel engaged in the performance of this Agreement comply with the United States Foreign Corrupt Practices Act, the U.K. Bribery Act 2010, the Corruption of Foreign Public Officials Act of Canada, and the Criminal Law and Anti-Unfair Competition Law of the Peoples' Republic of China, and all anti-corruption laws in all countries in which Services are performed on behalf of CDK. Vendor and Personnel shall not attempt to influence any government official, employee, or agent through bribes, payoffs, political contributions, or kickbacks, or make payments, or give anything of value for the purpose of affecting any act or decision in any manner that will assist Vendor or CDK to obtain or retain business or any benefit.

13.4 Governing Law and Jurisdiction. The Agreement and all transactions under it shall be governed by the laws of the State of Illinois, excluding its choice of law rules. The Convention for the International Sale of Goods, the Uniform Computer Information Transactions Act ("UCITA") and any State legislation adaptation of UCITA, shall not apply to any transactions under the Agreement.

13.5 Dispute Resolution. The parties shall attempt in good faith to resolve any claim or dispute concerning the Agreement prior to the commencement of litigation. Upon the written request of either party, each of the parties will appoint a designated representative who does not devote substantially all of his or her time to the performance of the Agreement, whose task it will be to meet for the purpose of attempting to resolve the dispute. The designated representatives will meet in person or by telephone, as often as reasonably necessary, to gather and furnish to the other all information with respect to the matter in issue and which is pertinent to the understanding or resolution of the dispute. The representatives will discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding. The specific format for the discussions will be left to the discretion of the designated representatives. If the designated representatives do not resolve the dispute within thirty (30) days of receipt of written notice of the dispute, then an executive officer of Vendor and an officer of CDK will meet in person or by telephone to review and attempt to resolve the dispute prior to the commencement of litigation.

13.6 Insurance. Vendor shall maintain and cause its subcontractors to maintain during the term of the Agreement: (1) Workers' Compensation Insurance as prescribed by the law of the State or nation in which the work is performed; (2) employer's liability insurance with limits of at least \$1,000,000 for each occurrence; (3) business automobile liability insurance if the use of motor vehicles is required, with limits of at least \$5,000,000 combined single limit for bodily injury and property damage per occurrence; and (4) Commercial General Liability ("CGL") Insurance, including products and completed operations and broad form property damage, with limits of at least \$5,000,000 combined single limit for bodily injury and property damage per occurrence and \$5,000,000 per occurrence for personal injury and products/completed operations. If Vendor is performing software

development, customization or similar services or any professional services, then Vendor shall maintain the following additional coverages: (5) Professional Liability (Errors & Omissions) coverage with a minimum limit of \$5,000,000 per claim; and (6) Cyber Security Liability coverage with a minimum limit of \$5,000,000 per claim. Coverage must be maintained for a period of three (3) years following the Coverage for Professional Liability and Cyber Security Liability must be maintained for a period of three (3) years following the termination of the Agreement. Each CGL insurance and automobile liability insurance policy shall include an endorsement to designate CDK Global, LLC, its Affiliates, and their respective directors, officers and employees, as additional insured(s) with respect to liability because of bodily injury or property damage arising out of Services. All coverages noted in this Section shall be maintained with insurers that have an A.M. Best rating of A-IX or better, and/or an equivalent rating from a recognized insurance company rating agency. At CDK's request, Vendor shall promptly furnish CDK with certificates of insurance from Vendor's insurance carrier(s) evidencing that the coverages set forth in this Section are maintained and in force. Vendor will give 30 days' notice to CDK prior to cancellation, non-renewal, or any material change of coverage terms and conditions. Vendor agrees that Vendor, Vendor's insurance carrier(s) and anyone claiming by, through, under, or on Vendor's behalf, shall have no claim, right of action or right of subrogation against CDK and its customers based on any loss or liability insured against or under the foregoing insurance.

13.7 Severability. If any of the provisions of the Agreement shall be invalid or unenforceable, the invalidity or unenforceability shall not invalidate or render unenforceable this Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

13.8 No Waiver. No delay or omission by either party hereto to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant.

13.9 Headings. The headings of the articles and sections used in the Agreement are included for convenience only and are not to be used in construing or interpreting the Agreement.

13.10 Counterparts. The component documents of the Agreement may be executed in two counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same Agreement.

13.11 Relationship of Parties. The parties intend to create an independent contractor relationship and nothing contained in the Agreement shall be construed to make them partners, joint venturers, principals, agents or employees of the other. No officer, director, employee, agent, affiliate or contractor retained by Vendor to perform work on CDK's behalf under the Agreement shall be deemed to be an employee, agent or contractor of CDK. Neither party shall have any right, power or authority, express or implied, to bind the other.

13.12 No Third Party Beneficiaries. Each party intends that the Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than CDK and Vendor.

13.13 Notices. All notices shall be in writing and shall be sent by certified mail, return receipt requested, or nationally recognized overnight courier, to the respective contact at the address noted below:

CDK Global, LLC
1950 Hassell Road
Hoffman Estates, IL 60169
Attn: Vice President, Global Procurement

Resources Global Professionals
17101 Armstrong Ave.
Irvine, CA 92614

The effective dates of such notice shall be: (1) upon evidence of successful facsimile transmission; or (2) five (5) days following the date of mailing for certified or registered letters and two (2) days following the date sent for overnight letters. The above addresses may be changed at any time by giving prior written notice as above provided.

13.14 Marketing and Promotional Activities. Vendor agrees that it will not, without the prior written consent of CDK in each instance: (i) use in advertising, publicity, or otherwise, the name of CDK or any CDK entity, nor any trade name, trademark, trade device, servicemark, symbol or any abbreviation, contraction or simulation thereof, owned by CDK; or (ii) represent, directly or indirectly, that any product or any service provided by Vendor has been approved or endorsed by CDK.

13.15 Assignment. Neither party may assign all or any part of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, except, upon reasonable notice (but without the other party's prior consent), in connection with a merger, consolidation, reorganization or sale of substantially all of the assigning party's assets where the assignee has agreed in writing to be bound by the terms and conditions herein.

13.16 Vendor Code of Conduct. In providing Services and/or Products to CDK, Vendor acknowledges and agrees that it has read and shall conform to CDK's Global Supplier Code of Business Conduct and Ethics located at <http://www.cdkglobal.com/company/cdk-global-policies>.

13.17 Related Parties Disclosure. Vendor represents that it has disclosed to CDK whether any Vendor employee who is engaged to provide Services to CDK hereunder serves as a director or executive officer, or is an immediate family member of a director or executive officer (including parents, children, stepparents, spouses, siblings and in-laws), or is a 5% or more stockholder, or any family member is a 5% or more stockholder, of CDK.

13.18 Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force, effect and validity as manual executed signatures, whether in court (state or federal), arbitration or otherwise. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

13.19 Employment Fee. CDK and Vendor agree this Agreement is not intended to be an agreement for search or recruiting services. Therefore, CDK, for itself and on behalf of its parent, subsidiaries and affiliates, agrees that if it hires or contracts for services with, either directly or through a third party, any personnel provided hereunder by Vendor during such person's engagement with CDK or within six months thereafter, CDK will pay RGP a fee equal to 25% of such person's annualized salary or contracted fee paid by CDK, whichever is applicable.

14. SUPPLIER DIVERSITY

14.1 Vendor represents that it will make good faith efforts to identify and, where appropriate, utilize Diverse Suppliers in its fulfillment of its contractual obligations to CDK.