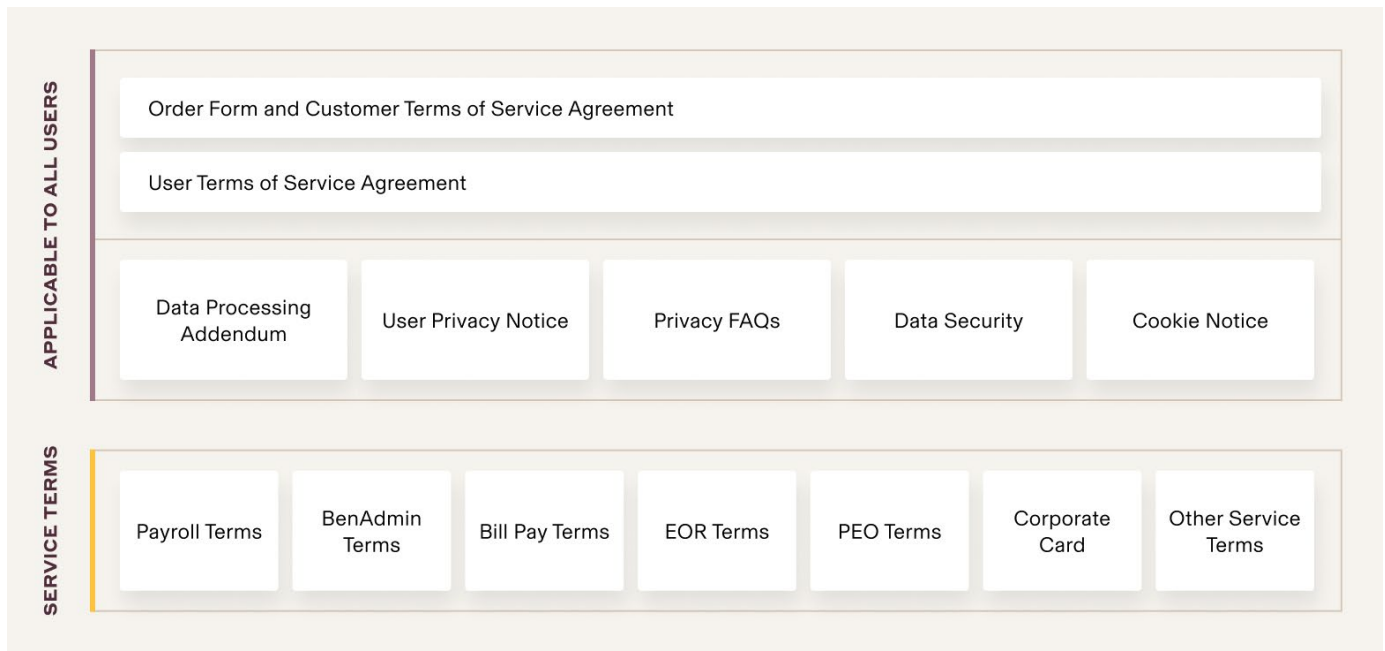


Rippling Contracting Principles

Our Terms of Service reflect Rippling’s mission to free smart people to work on hard problems. Modeled on terms offered by the world’s largest enterprise software providers and regularly benchmarked against our industry, our terms are structured to be fair, market-responsive, and understood by non-lawyers. By adhering to the following contracting principles, we skip the lengthy negotiations and redlines, offering you fair and comprehensive terms from the start.



Simple structure

The basic mechanics are simple: each customer signs an Order Form detailing the specific services it is purchasing, which then incorporates the Rippling Customer Terms of Service Agreement, privacy terms, and any applicable service-specific terms (e.g., the Payroll Additional Terms apply when you subscribe to or use Rippling’s Payroll Services). Your Order Form takes precedence over the Terms of Service and privacy documentation, and service-specific terms take precedence for that specific service.

Fair and reasoned risk allocation

As with other industry-leading cloud providers, our guiding principle is that the party best able to control a particular risk should be responsible for managing that risk.

For example, you are best placed to ensure that your Rippling credentials are adequately secured and that the data and instructions you upload to the Rippling services are accurate, and so under our terms you are responsible for credential security and ensuring that you provide accurate data to Rippling. Rippling is best placed to ensure our technology does not violate any person's intellectual property rights, and so we take responsibility for that risk, indemnifying you for losses if we fail to manage that risk. Similarly, if you purchase our payroll services and Rippling fails to pay a related payroll tax, Rippling will pay any interest and penalties assessed as a result, as described in our terms.

Market responsive and routinely benchmarked

We routinely evaluate market conditions, industry thought leadership and changes to competitor terms to deliver on our promise that the Rippling's terms will be at parity with, or better than what is offered in the market.

As one example, while others cap their liability at 12 months of the fees you pay, Rippling offers enhanced protection by capping our liability at 18 months of fees paid. Our terms start where you might finish with others—except with Rippling you can skip weeks of redlines, friction, legal fees and delays.

Ensuring compliance

Many of our services operate within regulated legal frameworks and may require licensure, accreditation, or adherence to the rules of self regulatory bodies (e.g., NACHA for ACH transactions). The relevant framework may vary based on geography and the services Rippling provides. Rippling's terms are crafted to ensure that we are compliant with applicable legal and regulatory requirements when delivering our services to customers. Information about our licensing and compliance programs can be found at app.rippling.com/licensing.

Our services may sometimes require participation from financial partners or critical service providers, such as banks, card networks, and insurance and benefits providers. These service partners often require us to pass down certain requirements to our customers, and we generally have no discretion to change these requirements.

Enabling innovation and high quality service

We provide our products and services on a standardized basis to all Rippling customers, big and small, and do not modify our legal terms in ways that would disrupt this delivery model. This model benefits all customers by enabling unfettered access to enterprise-grade services with the performance, innovation, and security that customers associate with leading international technology platforms.

Uniform business practices enable Rippling to perform our contractual obligations consistently and efficiently. That way, we can devote our resources to developing products that eliminate the administrative work of running a company. Alternative contracting models result in slow, manual processes, like amendment after amendment to add new services or unlock new functionality within services you already subscribe to.