

**ADDENDUM  
to  
TIME AND LABOR MANAGEMENT AGREEMENT  
between  
ADP, INC.  
and  
REGIONAL TRANSIT SYSTEM**

This Addendum, made as of the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between ADP, Inc. ("ADP") with its principal office at One ADP Boulevard, Roseland, New Jersey 07068, and REGIONAL TRANSIT SYSTEM, having its principal office at 100 SE 10th Ave. Gainesville, FL 32601 ("Client"), contains changes, modifications, revisions and additions to the Time and Labor Management Agreement dated \_\_\_\_\_, 2013, between ADP and Client (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 3Fi of the Agreement is hereby deleted in its entirety and replaced with the following: "Client shall be solely responsible for updating and maintaining the completeness and accuracy of all Client Content and for obtaining all required rights and licenses to use and display all Client Content in connection with TLM Products."

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Addendum.

IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto as of the date first above written.

**ADP, INC.**

**REGIONAL TRANSIT SYSTEM**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_\*\*

Title: \_\_\_\_\_

**\*\*NOTE: ONLY THE SERVICE CENTER DVP OR DESIGNATED FINANCE EXECUTIVE OF THE AFFECTED REGION IS AUTHORIZED TO EXECUTE THIS ADDENDUM ON BEHALF OF ADP.**