

Paychex® Services Agreement Addendum

Client currently has a service agreement with Paychex Inc., or its affiliates, (collectively “Paychex”) for the provision of payroll and related services to Client (“Agreement”). Pursuant to this Paychex Services Agreement Addendum (“Addendum”), Client agrees to amend its Agreement by replacing and/or adding, if applicable, the product terms and conditions for: (i) Affordable Benefits and Discounts powered by Corestream; (ii) Financial Wellness Service; (iii) Pay on Demand; and (iv) Paychex PaySM (“Services”) as set forth below. Client further agrees to amend its Agreement by deleting all general terms and conditions and replacing with the general terms and conditions of this Addendum as set forth below. This Addendum is effective thirty (30) days from the date it is sent to Client (“Effective Date”). Each of the Services shall be provided pursuant to the terms and conditions of this Addendum (Rev. 5/2024).

Product Terms and Conditions

Affordable Benefits and Discounts powered by Corestream. The Affordable Benefits and Discounts powered by Corestream Service (“Service” or “Corestream”) is provided at no additional cost to eligible Clients and provides Workers with direct access to a voluntary insurance and benefits platform (“Platform”) provided by Empower Benefits, Inc. d/b/a Corestream, a licensed insurance agency and/or broker (“Vendor”). The Platform provides Workers access to voluntary Worker-paid benefits such as life, home, auto, pet, and critical care insurance (“Insurance and Benefit Products”) provided by unaffiliated insurance carriers (“Carriers”) and select other products, services, and discounts (“Additional Products”) (Insurance and Benefits and Additional Products will collectively be referred to as “Products”) provided by unaffiliated third party providers (“Providers”). Vendor will solely determine eligibility of a Worker to access or receive a particular Product. Client authorizes Vendor to offer Workers Products as set forth below.

- a. **Transmittal of Information.** Client authorizes Paychex to transmit Client and Worker Information to Vendor when the Service commences, including, Client ID and state of legal address, and Worker ID, name, address and email address. Client further authorizes Vendor and/or Paychex to directly contact its Workers to provide information and/or marketing regarding the Service, Platform, and Products. If a Worker elects not to be directly contacted by Vendor, Worker must opt out directly with Vendor. Workers must enroll on the Platform to access and purchase Products. There is no cost to the Worker to enroll on the Platform. If a Worker enrolls on the Platform and/or purchases Products, Client authorizes Paychex to transmit additional Information to Vendor, including, but not limited to, Worker date of birth, wage information, pay frequency, estimated annualized wages, user ID, and employment-related dates, so that Vendor and/or Carrier or Provider may offer, quote, and/or provide Products. Client authorizes Vendor to provide Paychex with Worker Information as necessary for Paychex to provide the Service and to facilitate payroll deductions, if applicable.
- b. **Broker of Record.** Client designates Vendor as the broker of record to present and sell applicable Insurance and Benefits Products to Workers (“Broker of Record”). Vendor is authorized to disclose to Carriers that Client has designated Vendor as Broker of Record in connection with the Insurance and Benefits Products offered on the Platform and manage such Insurance and Benefits Products on behalf of Carriers. Client authorizes Paychex to disclose this Agreement to Carriers or otherwise verify to Carriers that Client has designated Vendor as Broker of Record if requested by Vendor. Client further represents that all such Insurance and Benefits Products are not, and will not be, part of an ERISA or other employee benefits plan. Client authorizes Vendor to select the available Carriers and program rules, including levels of coverage and eligibility offered to Workers. The Broker of Record designation and Vendor authorizations will remain in force until Client opts out of the Service or this Agreement is terminated.
- c. **Additional Products.** Vendor may provide Additional Products that do not require a Broker of Record designation. Client authorizes Vendor to provide its Workers access to select Additional Products offered by Providers as determined by Vendor and manage such Additional Products.
- d. **Commissions and Fees.** Client authorizes Vendor to receive commissions and fees from the Carriers and Providers as compensation for the Products purchased by Workers on the Platform. Client acknowledges that commission and fees earned from insurance policies sold to Workers during the term of the Service will be assigned to Vendor for the life of the insurance policy. Client acknowledges that Vendor may share those commissions and fees with Paychex or its affiliate Paychex Insurance Agency, Inc., a licensed insurance agency, or with eligible third parties. Client acknowledges that without the Broker of Record designation Vendor would not be compensated for the sale of insurance Products. This clause will survive the termination of this Agreement.
- e. **Enrollment and Payment.** Workers may, at their option, elect to enroll on the Platform and in one or more Products by i) completing an enrollment form, ii) accepting the cost of the Product(s), iii) authorizing the method of payment, and iv) agreeing to any applicable Vendor, Carrier, and/or Provider terms and conditions. If a Worker elects to pay for eligible Products through payroll deductions, Client acknowledges that Vendor will provide Paychex the amount to be deducted from the Worker’s paycheck as a payroll deduction on Worker’s and Client’s behalf. Client authorizes Paychex to facilitate the payroll deductions based on Products elected by Workers and the information provided by Vendor and remit payments to Vendor. Client further authorizes and directs Vendor to remit the funds to Carrier or Provider, as applicable. Paychex shall set up any applicable payroll deductions based on the information received from Vendor and shall have no obligation to verify any payroll deductions with Client and/or Worker. It shall be Client’s responsibility to review and verify the accuracy of all payroll deductions associated with the Service. Client acknowledges that Paychex and Vendor will not be responsible for any damages that may result from Client’s failure to timely review any payroll deductions.
- f. **Opt-Out of Service.** Client may opt out of the Service by visiting go.paychex.com/employee-engagement at any time. If Client opts out of or terminates, the Service, Client acknowledges that Paychex shall not provide Client’s Workers access to the Platform or permit Client’s Workers to enroll in any new Products, and Paychex will no longer share Worker Information with Vendor. If any of Client’s Workers have enrolled in a Product

requiring payroll deductions, Worker may be allowed to retain Products purchased prior to termination of the Service or the Agreement or Client's opt-out, in accordance with the Products' terms of use, and if the Worker establishes an alternative payment arrangement with Vendor, Carrier, and/or Provider. Upon termination of the Service or the Agreement, Client and its Workers will no longer have any access to the Service or the Platform.

- g. Limit of Liability.** Client acknowledges that Vendor and/or Carriers and Providers are solely liable for the services they provide and that Paychex is not responsible for the acts or omissions of Vendor, Carriers, or Providers, including, without limitation, any acts or omissions related to the security or confidentiality of any Information on Vendor's, Carrier's or Provider's systems, networks, and/or servers. Vendor may limit the availability of the Platform and may change, add, or remove Products included on the Platform at any time and without notice.

Financial Wellness Service. As part of the Services, at no additional cost to eligible Client or Client Workers, Client authorizes Paychex to provide Workers with direct access to the Financial Wellness Service ("Service") provided by the Financial Wellness Vendor. The Service provides Workers tools and education to assist Workers in addressing financial goals and access to installment loans and lines of credit. Client acknowledges that Vendor is solely liable for the services it provides and that Paychex is not responsible for the acts or omissions of Vendor, including, without limitation, any acts or omissions related to the security or confidentiality of any Information on Vendor's systems and/or servers. Paychex may receive compensation from Vendor for the Service provided or made available to Workers.

Client authorizes Paychex to transmit Client and Worker Information to Vendor when the Service commences, including, but not limited to, Client's Paychex identification number and, Worker name, home address, and email address to contact Worker regarding the Service. Client authorizes Vendor and/or Paychex to directly contact its Workers to provide information and/or marketing regarding the Service through Worker websites, Online Account, and/or by mail, email or any other additional method selected by Worker, including text message or phone. If a Worker elects not to be directly contacted by Vendor, Worker must opt out directly with the Vendor.

Client further acknowledges that when a Worker creates an account to access the Service and/or uses the Service, Paychex is authorized to transmit additional Information to Vendor, including, but not limited to, Worker employment status, wage information, and employment-related dates so that Vendor may provide the requested Service. Client may opt out of the Service by visiting go.paychex.com/employee-engagement at any time. If Client opts out of, or terminates, the Service, Paychex shall not provide Workers access to the Service.

Client acknowledges that Vendor may limit the availability of the Service and require Worker to execute an agreement with Vendor. At their option, Workers may apply for an installment loan or line of credit (each a "Loan") and obtain a Loan from the bank selected by Vendor to provide the Loan ("Bank"). Workers shall apply for a Loan pursuant to the terms of a Loan Agreement between Bank and Worker and will be required to sign a revocable payroll direct deposit authorization form instructing Client and/or Paychex, as Client's payroll vendor, to deposit a portion of Worker's wages or compensation to Vendor in payment of the Loan ("Loan Payment"). Client authorizes Paychex to facilitate the Loan Payment to Vendor in the time and manner authorized by Workers, except to the extent Client and Paychex are otherwise prohibited from doing so by any requirement of law applicable to Client or Paychex. Nothing in this provision creates any rights under this Agreement to any Worker. There are no person(s) intended as third-party beneficiaries of this Agreement; and no person or entity (other than Client or Paychex) will have any right to enforce any part of this Agreement.

Pay on Demand. As part of the Services, at no additional cost to Client, Paychex, through its Vendor will provide Client's Workers with access to a program that allows Workers to gain access to an amount equal to a portion of their earned but unpaid wages, before a scheduled check date ("On Demand Wages"), plus other financial wellness services, for a fee, if applicable ("Pay on Demand" or "Service"). Client authorizes Paychex to transmit Client and Worker Information to Vendor when the Service commences, including, Client ID and Worker Information, including, employee and Worker IDs, wage information, employment-related dates, work and resident states, and time tracking data from a Paychex time and attendance service, if applicable. Client acknowledges that Workers are able to view available On Demand Wages in Paychex Flex® based on this Worker Information, prior to enrolling in the Service.

Workers may, at their option, elect to enroll in the Service by agreeing to i) any applicable Paychex Terms of Use; ii) any agreement Vendor requires, and iii) Vendor's fees, if applicable, to utilize the Service. When a Worker enrolls in the Service, Client further authorizes Paychex to transmit Client name and address; and name, email address, and phone number for Client's Authorized Contact to work with Vendor as necessary to provide the Service; and Worker name and email address to Vendor. When a Worker requests On Demand Wages, Client understands that Workers provide consent to i) Vendor's terms and conditions related to the request, ii) receive On Demand Wages from Vendor, and iii) settle On Demand Wages, plus any applicable fees, through future payroll deductions. If a Worker receives On Demand Wages during a pay period, Client authorizes Paychex to process the deduction(s) based on information received from Vendor, for that pay period, and the three (3) subsequent pay periods, if necessary, and remit repayment to Vendor.

Client's use of the Service is subject to this Agreement and the terms and conditions imposed by the Vendor, unless Client opts out or terminates the Service. Client acknowledges that Vendor is solely liable for the services it provides, and that Paychex is not responsible for the acts or omissions of Vendor, including, without limitation, any acts or omissions related to the security or confidentiality of any Information on Vendor's systems and/or servers. Client agrees and acknowledges that i) it is solely responsible for determining if Workers are eligible to use the Service and for obtaining any additional written authorizations required under applicable Laws; ii) Paychex is not responsible for verifying the deduction(s) with Client, Worker, or Vendor; and iii) Paychex may receive compensation from Vendor in connection with the Service.

Client may opt out of or initiate the termination of the Service by disabling the Service through Paychex Flex, or by visiting go.paychex.com/employee-engagement at any time. If Client initiates termination of the Service through Paychex Flex, Paychex shall notify Vendor to terminate the Service, and will prevent Workers from requesting additional On Demand Wages. Client acknowledges and understands that i) the date of termination of the Service is

determined solely by Vendor and may not occur until after Workers have settled outstanding On Demand Wage repayments; and ii) transmission of Information to Vendor continues until Vendor terminates the Service.

Paychex PaySM. As part of the Services, at no additional cost to Client, Client authorizes Paychex to provide eligible Workers with access to an online application through which Workers can apply for one or more bank accounts (“Paychex Pay” or “Service”). All banking services are provided by a Vendor, and Client acknowledges that Vendor is solely responsible for the services it provides, including determining if a Worker is eligible to open an account, and that Paychex is not responsible for the acts or omissions of Vendor, including, without limitation, any acts or omissions related to the security or confidentiality of any Information on Vendor’s systems and/or servers or compliance with applicable Laws. Paychex may receive compensation from Vendor in connection with the Service.

Client acknowledges and agrees that, when a Worker applies for an account, Paychex shall transmit to Vendor Information necessary for Vendor to determine Worker eligibility and verify Worker identity, including, but not limited to, Worker name, address, email address, phone number, date of birth and Social Security number. Client authorizes Vendor and/or Paychex to directly contact its Workers to provide information and/or marketing regarding the Service through Worker websites, Online Account, and/or by mail, email or other additional methods selected by Worker, including text message or phone.

Client understands that Workers will execute agreements directly with Vendor and that Vendor may limit the availability and/or scope of services provided in accordance with Vendor’s terms and conditions and/or any applicable Laws. Workers shall use their Online Account to access Paychex Pay account(s) either directly, by logging into Paychex Pay, or indirectly through Paychex Flex® (“Single Sign-On” or “SSO”).

Client may opt out of or terminate the Service by disabling the Service through Paychex Flex or by visiting go.paychex.com/employee-engagement at any time. After termination of the Service and/or Worker’s termination or separation from employment by Client, Workers will not be able to apply for new Paychex Pay accounts but will retain existing Paychex Pay account(s), including access through SSO.

Paychex is not a bank. Banking Services are provided by Central Bank of Kansas City, Member, FDIC.

General Terms and Conditions

1. **Term.** The term of the Agreement will begin on the Effective Date and will continue until terminated by the Parties as set forth below.
2. **Client Information, Confidential Information and Contacts.**
 - 2.1 **Client Information.** Client will timely and accurately execute and/or provide all documentation, data, information, and directives necessary for the Services under the Agreement (“Client Information”) including taking all corporate action. If Client chooses to allow Client employee (“Employee”) or Client independent contractor (“Independent Contractor”) (Employee and Independent Contractor are referred to collectively as “Worker”) to review, add or change their personal, payroll, retirement and/or tax information through Worker’s Online Account and/or chooses to require Workers to electronically sign and submit certain forms or documents when making such changes, such information will be included in Client Information and will be treated as if provided directly by Client. Client acknowledges that Client is responsible for any delayed remittance of Payment Amounts due to the intended recipient, any additional processing Fees, and any delay in performance of the Services incurred as a result of its failure to timely and/or accurately submit Client Information. Client acknowledges that Paychex may be required to obtain documents or information necessary to perform Client Verification, pursuant to applicable federal and/or state requirements. Paychex will provide the Services based on Client Information which shall be considered authentic, accurate, and complete. Paychex is entitled to rely on Client Information and shall not be obligated to independently verify such information or obtain any additional authorization from Client to act on Client Information. Paychex will not be responsible for errors that result from Paychex’ reliance on Client Information.
 - 2.2 **Client Confidential Information.** “Client Confidential Information” means information disclosed or otherwise made available by, or on behalf of, Client to Paychex that is marked confidential or is of the nature that a reasonable person would identify it as being confidential. Paychex agrees that it shall implement and maintain a comprehensive information security program which contains administrative, technical, and physical safeguards that are deemed reasonable and necessary to protect Client Confidential Information from unauthorized access or acquisition. Paychex may disclose Client Information and Client Confidential Information to its employees, affiliates, subsidiaries, and authorized agents, third-party partners and vendors, and contractors to (i) perform or offer Services; (ii) offer additional products or services; (iii) integrate third-party services into the Services; (iv) perform analysis to determine Client’s qualification to receive services; and (v) collect Amounts Due and may disclose Client’s payment experiences with Paychex to credit reporting agencies and supply vendor references on Client’s behalf. Paychex may also disclose Client Confidential Information (i) to its attorneys, accountants, insurers, and auditors; and (ii) pursuant to any applicable Laws, court order, legal process, or governmental investigation. In the event of any compromise or security breach resulting in the disclosure or possible disclosure of Client Confidential Information, Paychex will notify Client in compliance with applicable Laws.
 - 2.3 The obligations set forth in section 2.2 will not apply to any Client Confidential Information that (i) Client has agreed is free of any nondisclosure obligations; (ii) at the time of disclosure was free of any nondisclosure obligations; (iii) is independently developed by Paychex or that Paychex lawfully received, free of any nondisclosure obligations, from a third party having the right to furnish such Client Confidential Information; (iv) is or becomes available to the public without any breach of this Agreement or unauthorized disclosure; or (v) is already in the possession of the requesting Party.
 - 2.4 Client grants Paychex authorization to collect, process, transfer, use, and disclose Client Information and Client Confidential Information (collectively, “Information”) in accordance with this Agreement and Paychex’ Privacy Policy, which may be amended or modified at any time at Paychex’ sole discretion. As between the Parties, Client owns Client Confidential Information. Client grants Paychex a non-exclusive right and license to use, reproduce, host, reformat, and create derivative works from Client Confidential Information to provide the Services and for internal tracking, reliability testing and research purposes. Paychex may use Information that is aggregated, anonymized and deidentified (so long as no attempt to re-identify the data is made) for any lawful purpose at Paychex’ discretion. Client will have no ownership interest in the data, and such data will not be considered Client Information or otherwise Client Confidential Information.

- 2.5 Client Contacts.** Client shall designate contact(s) who are authorized to submit Information to Paychex and/or take action on behalf of Client ("Authorized Contact(s)"). Client acknowledges and understands that contact information provided for Authorized Contacts is considered Client Information. Authorized Contacts responsibilities may also include, but are not limited to, giving and receiving notices, processing payroll, purchasing products and services, agreeing to terms and conditions, accessing Client Confidential Information and/or handling any other matters related to Client's account. Client is responsible for (i) the accuracy of any Information submitted by Authorized Contacts and/or Client; and (ii) for any action taken by Authorized Contacts and/or Client in relation to the Services, including but not limited to, actions taken through Client's Online Account. Client acknowledges that it is solely responsible for designating all Authorized Contacts, establishing the type of access granted to each Authorized Contact for each Service, and keeping all Authorized Contacts and access levels current at all times. Client acknowledges that it is solely responsible for any damages, costs, expenses, or additional Fees that may be incurred as a result of its failure to provide updated contact information.
- 3. Review Reports and Data.** Client will review all reports, documents, invoices, and data provided, made available, or accessible by Client related to Client's account and/or Services, and Client will inform Paychex of any inaccuracies within three (3) business days of receipt or availability. Client acknowledges that Paychex will not be responsible for any damages that may result from Client's failure to timely review reports.
- 4. Fees and Payment Amounts.** Client agrees to pay fees for all Paychex and third-party Services selected by Client ("Fees") and remit funds to Paychex representing the amount due to pay or reimburse Paychex or Vendor for any amount remitted by Paychex on behalf of Client ("Payment Amounts") (collectively, Fees and Payment Amounts shall be "Amounts Due") through an Electronic Funds Transfer ("EFT") or such other method as required by Paychex when due. Client agrees to provide Paychex with all information necessary to confirm receipt of the payment prior to the due date ("Funding Deadline"). Payment Amounts include all amounts due to pay Client's Workers, remit taxes, pay garnishments, or otherwise fund Client's payment obligations for Services provided pursuant to this Agreement. Fees may include administration fees; per pay run, Worker and/or participant fees; set-up fees; minimum monthly fees; insufficient fund fees; late fees; premium processing fees; termination or transfer fees; and any additional fees as described in Part C to this Agreement, on your invoice, fee schedule or the equivalent. For Fees based only on active Workers, Client understands and acknowledges that it is solely responsible for designating the status of each Worker, and for keeping the designation current at all times. A Worker designated as active shall remain in active status until Client changes the designation. Except as otherwise set forth herein, Paychex Fees are subject to change upon thirty (30) days written notification to Client. Paychex may, in its sole discretion, require a security deposit from Client.
- 4.1 Electronic Funds Transfer.**
- 4.1.1** If Paychex requires payment of Amounts Due through an EFT, Client (i) will designate a bank account(s) for the EFT of Amounts Due; (ii) will execute all documentation needed by Paychex to originate EFT transactions and to verify availability of funds in Client's bank account; (iii) agrees that the funds representing the Amounts Due will be on deposit in Client's bank account in collectible form and in sufficient amount on or before the Funding Deadline; and (iv) authorizes Paychex to collect all Amounts Due from Client's bank account on the Funding Deadline.
- 4.1.2** Client's submission of Client Information to Paychex constitutes Client's authorization for Paychex to create and transmit the EFT credit or debit entries ("Entry" or "Entries") contained therein.
- 4.1.3** All EFTs are performed in compliance with the National Automated Clearing House Association operating rules ("Nacha Rules"), which can be viewed at NachaOperatingrulesonline.org. Client (a) authorizes Paychex to send Entries on behalf of Client to receivers and assumes the responsibilities of an originator of EFTs, if applicable; (b) affirms that it obtained valid authorization of Entries from receivers; (c) agrees to follow Nacha Rules, as they are amended from time-to-time; (d) will not originate any EFT that violates any Law; (e) agrees that Entries are limited to Preranged Payment and Deposit (PPD), Corporate Credit or Debit (CCD, CTX), International ACH (IAT) or others required for Services; and (f) agrees that Paychex or originating banks have the right to audit Client's compliance with Nacha Rules. Client further acknowledges and understands that Paychex may (i) identify Client to banks involved in the EFT and (ii) terminate or suspend the Agreement for breach of Nacha Rules or this section. Client further agrees that it will notify Paychex, pursuant to applicable Nacha Rules and federal regulations, if funding for Client's payroll is received from a foreign financial agency and of any Workers with non-U.S. addresses.
- 4.1.4** Paychex may reject any Entry that does not comply with the requirements of this Agreement or Nacha Rules or if Client's account does not contain sufficient available funds to pay for the Entry. Paychex will have no liability to Client by reason of the rejection of any Entry or Entries.
- 4.1.5** Client will have no right to cancel, amend, or reverse an Entry received by Paychex after it has been submitted. In its own discretion, Paychex may use reasonable efforts to act on a request but will have no liability if the cancellation, amendment, or reversal is not successful. Client agrees to reimburse Paychex for any expenses, losses or damages Paychex may incur in attempting to cancel, amend or reverse an Entry.
- 4.2 Payment by Wire Transfer or Other Method.** For payments of Amounts Due by wire transfer or other method, Client agrees to provide Paychex with all information necessary to confirm receipt of the payment prior to the Funding Deadline.
- 4.3 Insufficient or Non-Confirmed Funds.** If sufficient funds are not available on the Funding Deadline, Paychex may take such action to collect Amounts Due including, but not limited to, reissuance of an EFT and assessing insufficient fund Fees. **Client acknowledges that Client is responsible for any delay in remittance of Payment Amounts if Paychex is unable to confirm receipt of funds prior to the Funding Deadline.**
- 4.4 No Right to Interest.** Client waives any right to interest that may accrue on any amounts, including, but not limited to, Payment Amounts, Fees, and security deposits received by Paychex.
- 4.5 Refund/Adjustment/Overpayment.** Paychex will not process any refunds, adjustments or overpayments until Paychex receives verification that all outstanding fees, payments, and balances due to Paychex have been paid. Client agrees that Paychex may apply any balances or funds it is holding for Client to Amounts Due owed to Paychex or its affiliates. If Paychex remits an overpayment of Reimbursement Amounts on behalf of Client, Client agrees that it will reimburse Paychex for the overpayment the sooner of five (5) days of (i) Client receiving a return of the overpayment; or (ii) Client being notified that the overpayment amount would be applicable to future or other liability of Client; or (iii) the Agreement being terminated by either Party.
- 5. Software.**

- 5.1 Software Licenses.** Paychex grants Client a non-transferable, non-exclusive, non-sublicensable limited license to install and use certain Paychex software made available to Client as part of select Services during the term of this Agreement. Paychex is and remains the owner of all titles, rights, and interests in the software. Client agrees that if it does not accept all of the terms and conditions of any and all Paychex software, and/or third-party software, and any and all applicable license agreements provided to Client now or in the future, Paychex will not be obligated to perform Services dependent upon the software.
- 5.2 Right to Access Proprietary Software.** Paychex grants Client a limited, non-transferable, non-exclusive right to access and use Paychex proprietary hosted software products via a web browser during the term of this Agreement. Paychex is and remains the owner of all titles, rights, and interest in hosted software products. Paychex will host and retain physical control over the software and make such computer programs and code available only through the internet for access, use, and operation through a web browser. No provision under this Agreement shall obligate Paychex to deliver or otherwise make available any copies of computer programs or code from the software, and Paychex does not guarantee the availability or compatibility of any hosted software products. Client is responsible for obtaining and maintaining all computer hardware, software, and communications equipment needed to access the software, and for paying all third-party charges (e.g., kiosk, internet service provider, or telecommunications charges) incurred while accessing the software.
- 5.3 Confidentiality of Software.** Client acknowledges that the software received or accessed as part of Client's Services contains valuable trade secrets and confidential information owned by Paychex or third parties ("Confidential Information"). Client agrees that Client, its Workers, and its agents will not, directly or indirectly: (i) sell, lease, assign, sublicense, or otherwise transfer; (ii) duplicate, reproduce, or copy; (iii) disclose, divulge, or otherwise make available to any third party; (iv) use, except as authorized by this Agreement; or (v) decompile, disassemble, or otherwise analyze for reverse engineering purposes the software received or accessed. Client will take appropriate action with Client's Workers and agents to satisfy its obligations under this Agreement with respect to the use, protection, and security of software. Client will notify Paychex immediately of any unauthorized use or disclosure of Confidential Information and will cooperate in remedying such unauthorized use or disclosure.
- 5.4 Intellectual Property Rights.** Client owns no rights, title, or interest, including, but not limited to, copyright, patent, trade secret, and all other intellectual property rights, in the software used to receive or access Services. If Client is ever held or deemed to be the owner of any intellectual property rights in the software or any changes, modifications, or corrections to the software, Client hereby irrevocably assigns to Paychex all such rights, title, and interest. Client agrees to execute all documents necessary to implement and confirm the letter and intent of this section.
- 6. Client Default.** Client's breach of any material provision of this Agreement shall constitute a default of the Agreement. In the event of a Client default, Paychex may, at its sole option, terminate the Agreement, or a portion thereof, without notice and declare any or all Amounts Due immediately due and payable. Client agrees to promptly reimburse Paychex for all past due Amounts Due, including advances or overpayments, made by Paychex and to pay interest at the rate of one and one-half percent (1½%) per month, or the maximum allowable by applicable law, until paid. Client agrees that Paychex may initiate an EFT to Client's bank account for any past due Amounts Due. Client will be responsible for the costs of collection of Amounts Due including, but not limited to, attorneys' fees and court costs. Paychex may, in its sole discretion, commence an action within the County of Monroe, State of New York, or in any other court of competent jurisdiction for any monies due and owing from Client to Paychex.
- 7. Limit of Liability.** Paychex' sole liability and Client's sole remedy for Paychex' breach of the Agreement will be (i) for Paychex to remit to the appropriate payee the funds received from Client; and/or (ii) for Paychex to reimburse Client or its Workers for any interest or penalties assessed by taxing authorities, against Client and/or its Workers, as a direct result of Paychex' breach of the Agreement after all abatements and appeal attempts, if applicable, have been exhausted. Paychex can only be held liable for breach of the Agreement and will not be held liable for (i) any negligent act or omission by Paychex; (ii) the acts or omissions of any other person or entity, including, but not limited to, Client and its Workers or agents, or any person or entity that provides services in connection with or as a result of Paychex' performance of its obligations under the Agreement; (iii) any loss, claim, or expense arising from any information provided or modified by Client; or (iv) Client's breach of Nacha Rules. **Paychex will, under no circumstances, be liable for any special, indirect, incidental, consequential, or punitive damages, including lost profits or loss of data incurred by Client pursuant to this Agreement or by the transactions contemplated by it, however caused, on any theory of liability (including contract, tort, or warranty), or as a result of Paychex' exercise of its rights under the Agreement, even if Paychex has been advised of the possibility of such damages.**
- 8. Indemnification.** Client will indemnify, defend, and hold Paychex and its affiliates, respective officers, directors, and employees harmless from any and all claims, costs, attorneys' fees (including in-house counsel fees), and expenses resulting from or arising in connection with (i) a Client default; (ii) the use, misuse, reproduction, modification, or unauthorized distribution of software; (iii) Client's breach of Nacha Rules; (iv) Client's breach of any warranty set forth in the Agreement; or violation of applicable Law, and (v) any claims that any symbol, logo, or mark uploaded by Client or Client's agents, or printed on Client's handbooks or checks, infringes the intellectual property rights of any third party.
- 9. Online Accounts.**
- 9.1** Client, or any Worker, Authorized Contact, or third party that Client authorizes, may choose and/or be required to access or connect to certain Services online or through any mobile or other electronic devices ("Online Account"). If Client accesses or connects to Services through an Online Account, Client is solely responsible for (i) designating who is authorized to have access to the Online Account ("Authorized User(s)"); (ii) setting and enforcing its own internal policies related to use of Online Account by any Authorized User; (iii) safeguarding all passwords, usernames, logins or other security features used to access the Online Account ("Online Account Access"); (iv) use of Online Account under any usernames, logins or passwords; (v) ensuring that use of the Online Account complies fully with the provisions of this Agreement and all applicable Terms of Use; and (vi) any unauthorized access, or use, of the Online Account caused by Authorized Users' actions or inactions, including, without limitation, their failure to safeguard Online Account or Online Account Access. Client acknowledges that each Authorized User may set their own preferences within their Online Account and may link their account to certain third-party services at their option.
- 9.2** Client is solely responsible for all activity occurring under Client's Online Account, including but not limited to, the manner in which it and its Authorized Users use the Services and for the Client Information provided via the Online Account. Client shall not and shall not permit its Authorized Users to: (i) use its Online Account in any manner that exceeds the scope of rights granted pursuant to the Services provided to Client under this Agreement and within the applicable Terms of Use; (ii) use its Online Account to transmit Client Information in violation of any third-party privacy rights, or (iii) make the Online Account accessible to any third parties other than Authorized Users.
- 9.3** Client agrees to immediately notify Paychex of any actual or suspected unauthorized use of Online Account and acknowledges that Client is solely responsible for damages resulting from any unauthorized use or Client's failure to timely notify Paychex. Paychex reserves the right to limit,

suspend, or terminate Client's and/or Authorized User(s)' access to Online Account should Paychex have reason to believe that the security or confidentiality of Online Account or Online Account Access has been compromised. Client acknowledges that Authorized Users select the security level for Online Account Access and Client is solely responsible for these selections. Client further acknowledges that it has reviewed all of the security levels and has determined the level or levels for its Authorized Users that is commercially reasonable for providing security against unauthorized access and meets Client's requirements given the size, type and frequency of the Services it will receive from Paychex. Client is solely responsible for implementation of an information security program appropriate to safeguard the Online Account or Online Account Access and which is consistent with all applicable Laws; safeguarding Online Account and Online Account Access for any third-party services integrated into the Services; maintenance and routine review of computing and electronic system usage records (i.e. log files); and the security of its own data, data storage, computing device(s), other electronic systems, and network connectivity. Client acknowledges and agrees that Paychex is not liable to Client, Client's Workers or any other third-party for any consequences, losses, or damages resulting from unauthorized access or use of the Online Account as set forth in this section.

9.4 Without limiting any other rights of Paychex under this Agreement, Client agrees that should Client or Client's Authorized Users violate any of the provisions within this Agreement or the applicable Terms of Use, Paychex may in its sole and absolute discretion and without notice, immediately suspend or terminate Client's or Authorized User(s)' access to Client's Online Account.

10. **Termination.** Except as otherwise provided, either Party may terminate this Agreement upon thirty (30) days prior written notice. This notice requirement may be waived, in writing, by the Party entitled to such notice. Paychex may immediately terminate the Agreement or portion of the Agreement, if: (i) Client becomes subject to receivership, bankruptcy, or is insolvent; (ii) Paychex, in its sole discretion, determines that a material adverse change has occurred to Client; (iii) Client fails to have sufficient funds on the Funding Deadline, or (iv) Paychex determines, in its sole discretion, that any Laws, regulatory action, or judicial decision adversely affects its interests under the Agreement. Termination of the Agreement will not relieve Client of any obligations set forth in this Agreement, including, but not limited to, its payment obligations. In the case of bankruptcy, the Agreement cannot be assumed by the debtor or trustee without Paychex' prior consent. Client acknowledges that it is required to terminate the Agreement for each Client listed in Part D individually, and that termination of the Agreement between Paychex and any one Client shall not act to terminate the Agreement between Paychex and any other Client identified in Part D, unless notice is provided as set forth herein. If a Service selected by Client is provided by a third-party vendor pursuant to a separate agreement, and the separate agreement is terminated for any reason, Paychex may immediately terminate such Service.

11. **Third-Party Services.** Client may select Services that are wholly or partially provided by an authorized third-party vendor of Paychex ("Vendor"), and/or choose to integrate or use other third-party services in connection with the Services (collectively, "Third-Party Services"). Client's use of any Third-Party Services may be limited or governed by additional third-party terms and conditions and/or privacy policies. Client authorizes Paychex to share any Client data, including Information needed for a third-party to provide Third-Party Services. Client is solely responsible for obtaining any necessary consents or authorizations for use of Third-Party Services. Client acknowledges that such services are not provided by Paychex and Client agrees to hold harmless and release Paychex from liability relating to Client's use of such Third-Party Services in connection with the Services. Paychex reserves the right to change a Vendor providing a Service, or to discontinue providing a Service at any time, by providing notice to Client in a manner chosen by Paychex as set forth in section 13.4.

12. **Governing Law and Arbitration.** The Agreement and all aspects of the relationship between Paychex and Client shall be governed exclusively by the laws of the State of New York, to the extent not preempted by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), without regard to, or application of, its conflict of laws, rules, and principles, except for the arbitration agreement contained herein which shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. section 1 et seq. (the "FAA"). **Except as provided herein, any controversy, claim, or dispute arising out of, related to, or in connection with, the Agreement or the Services, without regard to the theory of liability asserted, shall be determined only by binding arbitration in Rochester, New York, administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules.** Arbitrable disputes include, without limitation, disputes about the formation, interpretation, applicability, or enforceability of this Agreement. A separate neutral arbitrator must be selected and appointed for each dispute. Any dispute arising out of, or in connection with, the Agreement will be brought within two (2) years of when the claim accrued. The arbitrator will not be authorized to award exemplary or punitive damages, or any damages excluded in the Limit of Liability provision. The Parties agree that the prevailing Party in arbitration, and any subsequent judicial proceeding to enforce an arbitration award, will be awarded costs and attorneys' fees (including in-house counsel fees) and that an arbitration award may be entered as a judgment in any court having jurisdiction over either Party to the Agreement. The Parties will not be permitted to bring, or participate in, and the arbitrator will not have any authority or jurisdiction to hear or decide, any claims brought as any type of purported class action, coordinated action, aggregated action, or similar action or proceeding. Each Party must only bring claims against each other in their individual capacity.

13. **Miscellaneous.**

13.1 **Telephone Consumer Protection Act (TCPA) Consent.** By signing this Agreement, Client authorizes Paychex to contact it and its Workers using an automatic dialing system or prerecorded messages at the telephone number(s) provided, including, but not limited to, phone calls and/or text messages regarding promotional offers or marketing messages. Client agrees that it is the subscriber or customary user of the telephone number(s) provided, or that it obtained valid consent from the subscriber, Worker, or customary user to receive such calls and/or text messages prior to the telephone number(s) being provided to Paychex. **Any telephone numbers Client provides to Paychex will be deemed to have been provided under this Agreement and with the same consent. Client represents and warrants that it will only provide Paychex with the phone numbers of persons who have previously provided the foregoing consent to receive autodialed marketing phone calls and/or text messages. Client is solely responsible for any claims made against Client or Paychex regarding calls and/or text messages sent to phone numbers provided to Paychex by or on behalf of Client. Termination of this Agreement does not constitute withdrawal of this consent. Client understands that it is not required to provide telephone numbers as a condition of making any purchase, and that it may withdraw its authorization at any time.** While Client herein authorizes Paychex to send messages using an autodialer, the foregoing shall not be interpreted to suggest or imply that any or all of the mobile messages sent by or on behalf of Paychex are in fact sent using an automatic telephone dialing system. Message and data rates may apply to any text messages.

13.2 **California Consumer Privacy Act.** If Client is subject to the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq., as amended, and related regulations, as may be further amended from time to time (collectively, the "CCPA"), Client instructs Paychex to collect,

process, and disclose covered personal information (as defined in CCPA) to provide the Services in accordance with Paychex' Privacy Policy, this Agreement, and the Paychex Services Agreement Addendum for California Consumer Privacy Act which is located at go.paychex.com/ccpa and incorporated by reference.

13.3 Assignability. The Agreement may not be assigned by Client to any third party.

13.4 Notices. Client shall provide all notices required under this Agreement to Paychex at an address supplied by Paychex. Except as otherwise provided, Paychex may provide notices required under this Agreement: (i) by email; (ii) through Client's Online Account; or (iii) by mail.

13.5 Entire Agreement. Client acknowledges that there have been no representations or warranties made by Paychex or Client that are not set forth in the Agreement. The Agreement, along with any exhibits, addendums, schedules, amendments, Terms of Use and software license agreements contains the entire understanding of the Parties and supersedes all previous understandings and agreements between the Parties for the Services provided, whether oral or written, including, without limitation, any confidentiality or nondisclosure agreement(s) entered into by and between Client and Paychex prior to the date hereof.

13.6 Force Majeure. Neither Party shall be responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in its performance under this Agreement (except for payment of Amounts Due) due to causes beyond its reasonable control, including, but not limited to, elements of nature or acts of God, war, pandemics or epidemics, actions or decrees of governmental bodies, acts of terrorism, or acts of cybercriminals (each a "Force Majeure Event"). The Party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event.

13.7 Amendment. Paychex may modify any term of the Agreement upon thirty (30) days written notice to Client of such change and the effective date thereof. Client will be deemed to have accepted and agreed to such changes unless Client elects to terminate the Agreement by written notice to Paychex prior to the effective date of the change and pursuant to the Termination provision(s). Client agrees that Paychex may provide notice of a modification of the Agreement by email to the email address provided by Client, mail at the mailing address provided by Client, or by notifying Client that the modification may be accessed on Client's Online Account as applicable. Paychex will provide a printed copy upon Client's request.

13.8 Waiver and Severability. Failure to enforce a provision will not be deemed a waiver; waivers must be in writing signed by the Party claimed to have waived. If any provision of the Agreement or any portion thereof is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of the Agreement will not in any way be affected or impaired.

13.9 No Third-Party Beneficiaries. Each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Client or Paychex.

13.10 Surviving Sections. The sections titled Client Information, Confidential Information and Contacts, Fees and Payment Amounts, Software, Online Accounts, Client Default, Limit of Liability, Indemnification, Client Confidential Information, Third-Party Services, Governing Law and Arbitration, Notices, Telephone Consumer Protection Act (TCPA) Consent, California Consumer Privacy Act, Entire Agreement, Severability, and No Third-Party Beneficiaries, will survive the termination of this Agreement.