

PAYCOR, INC.

These Terms and Conditions are incorporated by reference into all Orders for Services between Paycor, Inc, a Delaware corporation ("Paycor" or "Provider") and the entity identified in the Order ("Client"). These Terms are effective as between Paycor and Client as of the date of the Order.

1. **Definitions**

1.1 "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party including but not limited to all parent and subsidiary company(ies) of such Party. For purposes of this Agreement, "control" means the ability to directly or indirectly cause the direction of the management or policies of such entity whether through ownership, contract or otherwise.

1.2 "Agreement" means collectively these Terms, each Order and any attached Exhibits, any Supplemental Agreement, the Data Processing Addendum, and, if applicable, any related Statements of Work.

1.3 "Client Data" means all data and information provided to Paycor for the performance of the Services, which may be supplied by Client, any User or any other third party on Client's behalf.

1.4 "De-Identified Data" means non-personal, demographic, or usage data or metadata generated in connection with any use of the Services. De-Identified Data does not include any Personal Data.

1.5 "Confidential Information" means all non-public or proprietary information disclosed by one party to the other party that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, including, without limitation, each party's business plans, methods, methodologies, processes, training materials, Documentation, marketing plans, customer lists, financial and employee data, pricing and discounts, intellectual property rights, proprietary technology, any information relating to software, Services, plans, designs, costs, pricing and pricing related information and the terms of the Agreement, whether or not such information and materials are marked or identified as "confidential". Confidential Information excludes information that: (i) is or becomes generally known to the public other than due to an act or omission of the receiving party; (ii) was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation to the disclosing party; (iii) is received from a third party on a non-confidential basis without a known breach of any obligation to the disclosing party; or (iv) was independently developed by the receiving party without use of or reference to any Confidential Information.

1.6 "Data Processing Addendum" or "DPA" means the Data Processing Addendum located at <https://www.paycor.com/data-processing-addendums> which is incorporated by reference into the Agreement and as may be updated from time to time by Paycor.

1.7 "DDA" means Client's demand deposit account.

1.8 "Documentation" means instructions, descriptions, guides, knowledge articles or other information in any form about the Services that are distributed or made available to Client.

1.9 "Equipment" means Paycor equipment specified in an Order and purchased or rented by Client for use in connection with the Services.

1.10 "EFT" means electronic funds transfer.

1.11 "Fees" mean all amounts due to Paycor, including but not limited to monthly and/or annual recurring fees, implementation or one-time fees, Miscellaneous Fees, or fees for Consulting Services.

1.12 "Implementation Services" means the data migration, implementation, integration, and any other onboarding services as provided in an Order to set up the cloud environment and configure the Services.

1.13 "Intellectual Property Rights" means any and all common law, statutory and other intellectual property rights, including all patent, patent application, copyrights, trademarks, tradenames, service marks, logos, slogans, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws.

1.14 "Malicious Code" means viruses, worms, time bombs, Trojan horses and other malicious codes, files, scripts, agents, or programs.

1.15 "Miscellaneous Fees" mean any minimum fees and additional fees for services not enumerated in an Order which may include but are not limited to stop payment fees, additional employee fees, early check cashing fees, wire transfer fees, and inactive account

fees, as applicable, and all such fees may be adjusted at any time without notice. For a full listing of current Miscellaneous Fees, see <https://www.paycor.com/miscellaneousfees>.

1.16 “NACHA” means the National Automated Clearing House Association.

1.17 “Order for Services” or “Order” means each mutually executed order (which may be by way of click-through acceptance).

1.18 “Party” and “Parties” means Paycor and Client singularly and/or collectively.

1.19 “Personal Data” has the definition set forth in the DPA.

1.20 “Renewal Term” means the renewal term of the Services as indicated on any Order.

1.21 “Return Event” occurs when Client fails to maintain sufficient funds in its DDA to cover its payment obligations under this Agreement or when an attempt for Paycor to collect Client’s payment obligations under this Agreement is returned for any other reason.

1.22 “Services” means Paycor’s software-as-a- service applications (including all improvements, updates, releases, and corrections) described in the Documentation and subscribed to under an Order or accessed by Client together with equipment purchased or rented hereunder (if any), such other services as the parties may agree to be performed from time to time. Services do not include Third Party Services.

1.23 “Signature” means Client’s and/or User’s physical or electronic signature, consent, or confirmation in connection with the Services.

1.24 “SOW” means a statement of work for Paycor Services.

1.25 “Supplemental Agreement(s)” means any other agreements, addendums or other applicable documents Paycor reasonably deems necessary in order for Paycor to perform and provide Services including, without limitation, any and all documentation needed by Paycor to originate EFT transactions on the Client’s DDA referenced in bank authorization(s) executed by Client, and any and all documentation, including powers of attorney, requested by any federal, state, or local governmental agency or taxing authority to evidence the appointment of Paycor as Client’s Reporting Agent.

1.26 “Term” means the time period commencing on the date of full execution of the initial Order and shall continue until terminated in accordance with the provisions of the Agreement.

1.27 “Third-Party Services” means third-party applications and/or services made available through Paycor for use in connection with the Paycor Services.

1.28 “Third-Party Service Provider” means the entity that licenses certain Third-Party Services to Client.

1.29 “Third-Party Terms” means the general terms and conditions pursuant to which Client may use Third-Party Services to the extent Client has purchased license(s) from Paycor for such Third-Party Services.

1.30 “User” means any individual that Client has authorized to access or receive the Services and to whom Client (or Paycor under Client’s direction when applicable) has provided login credentials.

2. Provision of Services

2.1 General. Paycor will provide the Services and Documentation to Client and its designated Users in accordance with the Agreement using a commercially reasonable level of care and in a professional manner in accordance with industry standards utilizing personnel with a level of skill commensurate with the Services to be performed. Paycor’s provision of the Services is dependent upon Client’s timely completion of its responsibilities and obligations under this Agreement and Client not being in default of any obligation to Paycor. Paycor will perform the Services in compliance with applicable laws or regulations affecting its business generally (or in connection with the Services).

2.2 Due Diligence Requirements. Clients acknowledge that Paycor or its subcontractors will perform certain due diligence checks prior to performing Services and reserves the right, in its sole discretion, to decline to provide Services based upon the due diligence process, which may include but is not limited to business credit review, bank account verification, fraud review and judgment/bankruptcy history review.

2.3 Modifications to Services. Paycor may modify, update, enhance, suspend, or terminate any of the individual Services and other related policies. In the event of any material modification to or termination of a Service Paycor will use commercially reasonable

efforts to provide advance notice to Client either by posting the modification in the Product, by email, or through other communication to Client. If Paycor terminates a Service in its entirety that Client subscribes to, Paycor will make reasonable efforts to allow Client reasonable time to download content.

2.4 Third-Party Services. In the event Client licenses Third-Party Services as set forth in an applicable Order, Client agrees that it shall be subject to and comply with any Third-Party Service Terms and Client authorizes Paycor to exchange Client Data to and from such Third-Party Service Provider on behalf of Client in order to furnish the Third-Party Services. All licenses of Third-Party Services are granted subject to Client's payment of all applicable license fees and compliance with all applicable terms of these Terms and the Third-Party Terms.

3. Access and Use of Services

3.1 Client agrees to use the Services in accordance with the terms of this Agreement. Client shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement. Client is responsible for all activities undertaken under its login credentials to use the Services, even if compromised or unauthorized. Client shall maintain a list of Users and is responsible for permitting and prohibiting its employees, contractors or other person's access to the Service and agrees to lock out or inactivate Users upon request of Paycor. Client shall promptly notify Paycor of any unauthorized access or use of the Service by Client or User or under Client's or User's login credentials.

3.2 Client may authorize its third party contractors and consultants to access the Services through Client's administrative access privileges on an as needed basis, provided that Client (i) abides by its obligations to protect Confidential Information as set forth in this Agreement; (ii) remains responsible for all such third party usage and compliance with the Agreement; and (iii) does not provide such access to any individual or entity that provides payroll and human capital management (HCM) services.

3.3 Client understands that Paycor uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run certain Services. Services and Documentation may be accessed by Client and its Users through the internet. The security of transmissions over the internet cannot be guaranteed. Client is solely responsible for the technology it uses to access and utilize the Services. Paycor is not responsible for (i) Client's access to the internet, (ii) interception or interruptions of communications through the internet, or (iii) changes or losses of data through the internet, other than to the extent caused solely by Paycor.

3.4 CLIENT ACKNOWLEDGES THAT: (I) PAYCOR IS NOT RENDERING LEGAL, TAX, BENEFIT, ACCOUNTING, OR INVESTMENT ADVICE IN CONNECTION WITH PROVIDING ANY OF THE SERVICES; (II) PAYCOR IS NOT, AND SHALL NOT BE DEEMED TO BE, A FIDUCIARY OF CLIENT FOR ANY PURPOSE; AND (III) PAYCOR SHALL NOT BE DEEMED THE EMPLOYER OR A JOINT EMPLOYER OF CLIENT'S EMPLOYEES FOR ANY PURPOSE.

4. Proprietary Rights

4.1 **Paycor Proprietary Rights.** Client agrees that Services are the exclusive property right of Paycor or the third parties from whom Paycor has secured the rights to license. Paycor retains ownership of all right, title and interest to the Service and Documentation.

4.1.1 Notwithstanding the foregoing and subject to Client complying with this Agreement, Paycor grants Client a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Services during the term of the Agreement for its internal business purposes.

Client shall not: (i) modify, copy, or create any derivative works of the Services; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau or otherwise make the Services available to any third party, otherwise than as permitted herein; (iii) access the Services in order to build any commercially available product or service; (iv) copy any features, functions, integrations, interfaces, or graphics of the Services; (v) shall not upload, send or store infringing, unlawful, tortious, obscene, profane, or defamatory material or other material or content that is prohibited by Paycor or Paycor third-party policies or applicable law into the Services; (vi) reverse engineer, decompile or disassemble the Service; (vii) use any robot, spider, scraper or other automated means to access the Service; (viii) shall not circumvent, disable or otherwise interfere with security-related features or knowingly send or store Malicious Code in connection with the Services.

4.1.2 Client agrees that Paycor's trademarks, tradenames, service marks, logos, and other names and marks, and related products and service names, design marks, and slogans (collectively "Paycor Marks"), are the sole and exclusive property of Paycor and that Client shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Service or Documentation. Client is not authorized to and shall not use any of Paycor Marks in any advertising, publicity, or in any other manner without the prior written consent of Paycor. Client shall not send emails, text messages, or other digital communications falsely purporting to represent Paycor or Paycor affiliates' brand or services.

4.2 **Client Proprietary Rights.** Client agrees that it (i) has and shall retain all right, title and interest in and to Client Data and Client Data shall remain Client's sole and exclusive property, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights associated with the Client Data; (ii) has obtained any required consent of its employees

and/or contractors to use Client Data in connection with the Services and (iii) has a legal basis for the processing of Client Data. Client grants Paycor the right to use Client Data for purposes of performing the Services and nothing in this Agreement shall be construed to grant Paycor any ownership right in or license to Client Data. Furthermore, Paycor may collect and use certain De-Identified Data to enable, optimize, support, and improve performance of the Services, to develop and market new products and services, or for industry benchmarking purposes. Client shall have no ownership interest in such De-Identified Data.

4.3 Logo Use. By accessing the Services, Client agrees that Paycor may use Client's name, logos, or trademarks ("Marks") solely to identify Client as a client of Paycor in marketing materials (written and digital) including promotions, exhibits, case study analysis and on its website (Paycor.com). Any other use by Paycor of Client's Marks shall require the prior written permission by Client.

5. Client Obligations

5.1 Client agrees that it is solely responsible for compliance with all applicable laws and regulations in connection with its use of the Service, use of information generated by the Service, and any equipment rented or purchased from Paycor including, without limitation, wage, hour and labor laws, tax related laws, and laws addressing the collection, storage, notification and receipt of consents related to privacy, data, security, and biometric information affecting both Clients information and any information collected by Client and provided to Paycor and its third-party providers regarding Client's employees, agents and independent contractors. Paycor will not be held liable for Client's use of any Services or equipment to be provided by Paycor hereunder. Client will use the Services only for its internal business purposes and will not use, or allow the use of, the Services in contravention of any federal, state, local, foreign, or other applicable law, rule, or regulation.

5.2 Client is responsible for all activities under its and its Users' accounts and will ensure that all Client Data, Client account information, User contact information, and other information provided through or in connection with the Services is complete, accurate, and up to date. Each Party shall notify the other Party promptly in writing if it becomes aware of any unauthorized access or use of the Services. Paycor is not responsible for notices or other information that is sent to an inaccurate or outdated Client or User contact.

5.3 Provision of Client Data. Client shall timely supply to Paycor all Client Data that is necessary for the performance of the Services. Client accepts responsibility for the verification, accuracy, and timely provision of such Client Data. Paycor is not responsible for Client's failure to provide accurate, adequate, or timely Client Data.

5.4 Verification by Client. Client will promptly review the accuracy of all Client Data supplied to Paycor. Client agrees to promptly notify Paycor of any errors, omissions, or discrepancies in the Client Data, documents or reports produced or made available in connection with the Services. In the event of any discrepancies, Client must promptly inform Paycor of the correct information. Client will be responsible for the consequences of any instructions Client provides to Paycor and any delays associated with errors, omissions, or discrepancies in the Client Data.

5.5 Record Keeping. Client is responsible for (i) storing and updating all documents, records and any other information provided by Client or its employees to Paycor or Paycor's Third-Party Providers and (ii) maintaining complete and accurate books and records, including copies of all source documents (including but not limited to payroll, tax, and time records), records and other information provided to Paycor. Paycor is not, and shall not be, Client's or Client's employees' record keeper. Paycor's maintenance of any records or documentation is only for the provision of Paycor Services and is not a substitute for Client's own records or compliance with its record retention obligations. Paycor archives various reports it generates, and any documents or information provided by Client in any form only as a convenience to Client.

5.6 Implementation. Paycor and Client will work together to implement the Services. Client will provide Paycor with all reasonable and necessary Client Data in the format requested by Paycor and will otherwise provide all reasonable assistance required of Client in order for Paycor to successfully implement the Services. Client is responsible for reviewing Client Data as configured, promptly advising Paycor of any errors, omissions, or discrepancies, and providing Paycor with the correct information. Client will be responsible for the consequences of any instructions or data Client provides to Paycor during implementation. Client is deemed to have approved all data prior to use of the Services. Client shall retain responsibility for entering and maintaining the Client Data and reviewing Client Data for accuracy and integrity. Client agrees that Paycor shall not be liable for and assumes no responsibility for inaccurate Client Data provided to Paycor for import or entered by or on behalf Client into the Services. Should Client request a delay in the Service start date, request a change in the scope of Services including custom reporting or integration, or delay implementation beyond the initial date presented in the applicable Order, due to reasons outside of Paycor's sole control, additional fees may apply. Paycor reserves the right to close any project upon reasonable notice if Client fails to provide Paycor with reasonable assistance for Paycor to successfully implement the Services. If Client requests to reopen a project that is closed for any reason before being implemented, Client acknowledges that it will be required to sign a new Order for the Service and the rate for such Services may be at the then-current standard rate.

5.7 Funding Obligations. Client's payment obligations must be funded using Client's DDA. Client agrees to maintain sufficient good funds available in its DDA to cover all of Client's payment obligations including but not limited to payroll obligations, tax filing obligations and any Fees and expenses charged under this Agreement. Paycor may debit Client's DDA in order to collect all

of Client's payment obligations as authorized by Client on a bank authorization form. Client requests for refunds or adjustments may not be processed until Paycor verifies that sufficient funds were received by Paycor to cover all of Client's payment obligations. For payroll, tax, and garnishment services, sufficient good funds must be available in Client's authorized DDA at the time of payroll processing and should remain in the account until Paycor debits the funds from Client's DDA in accordance with this Agreement. Notwithstanding the foregoing, in the event of any failure by the Client to timely fund any obligation, Paycor reserves the right to modify the aforementioned deadlines at any time by providing notice of any modifications to Client.

5.8 Wire Transfers. Paycor reserves the right to require wire transfers in lieu of Paycor initiating an Automated Clearing House ("ACH") debit against Client's DDA. If required by Paycor, Client agrees that funds representing Client's total payment obligations will be wire transferred (via direct wire transfer or reverse wire transfer) from the Client's DDA to Paycor's account at least one banking day prior to the pay date/check date for the applicable payroll prior to disbursing any funds to any third party. Wire transfers may be required based on Client's DDA funding history, Client's payment history (including any Return Event), Paycor's internal risk policies, and other factors. Client agrees to pay Paycor a wire transfer fee for each wire transfer.

5.9 Insufficient or Returned Funds. If a Return Event occurs, Paycor may deem Client to be in breach of this Agreement and Paycor may assess a non-sufficient funds charge. Upon any Return Event, (i) Paycor will use commercially reasonable efforts to promptly notify Client of the Return Event and will provide Client with an opportunity to timely cure the Return Event, and (ii) Paycor shall not be obligated for any of Client's tax deposits and filings, employee wages, or wage garnishments or any related penalties and interest that result from a Return Event. In addition to any other remedies provided in this Agreement or otherwise available to Paycor by law, Paycor may require Client to issue corporate checks to its employees in lieu of Paycor suspending or terminating any Services. Any request by Client for Paycor to reissue an EFT transaction may be subject to additional fees.

5.9.1 Client shall be liable for all debits initiated by Paycor pursuant to this Agreement. Client shall pay Paycor the amount of any unfunded payment obligations (including any debit which is returned to Paycor because of insufficient or uncollected funds or for any other reason) upon demand, together with interest thereon at the lesser of one and one-half percent (1.5%) per month or the maximum permitted by law. Additionally, if any debit to an employee or other payee's account reversing or correcting a previously submitted credit(s) is returned for any reason, Client shall pay to Paycor the amount of such debit upon demand, including interest at the rate set forth in this Section. Client shall cooperate with Paycor, and any other parties involved in processing any transactions to recover funds credited to any employee as a result of an error made by Paycor or another party processing a transaction on behalf of Paycor. Paycor may charge back any amount that Paycor advanced and which Client failed to have available for Paycor.

5.10 NACHA Compliance. All Services or other services utilizing EFTs shall be provided to Client in accordance with the operating rules of National Automated Clearing House Association ("NACHA") and Office of Foreign Assets Control ("OFAC"). Client will not provide funding sourced from a non-U.S. bank account, nor shall Client's funding cause any employee direct deposit of wages to be subject to NACHA's International ACH Transactions rules ("IAT"). If Client's funding method results in any employee direct deposit of wages being subject to IAT, then Client must change the payment method to a live check prior to running the payroll. Client accepts and acknowledges that Paycor has no way to identify which fundings or payments would cause it to become subject to IAT. Therefore, Client shall immediately notify Paycor if its payroll becomes subject to IAT. Client certifies and warrants that it has not been suspended and does not appear on a national list of suspended originators, and that Client will immediately notify Paycor if it becomes suspended or subsequently appears on any such list. Notwithstanding anything to the contrary in this Agreement or in any other writing between Paycor and Client, Client, and not Paycor, shall be considered the originator in connection with any EFTs made by Paycor for or on behalf of Client ("Originator") (including, without limitation, any direct deposit payments) under all applicable NACHA and OFAC rules. As the Originator, (i) Client authorizes Paycor and Originating Depository Financial Institution ("ODFI") to originate ACH debits and credits to Client's accounts, Client's employees' accounts, and third party accounts authorized by Client on Client's behalf; (ii) Client agrees to be bound by the NACHA rules; (iii) Client agrees to not originate ACH debits and credits that violate the laws of the United States; (iv) Client agrees that if Client breaches the NACHA rules, the ODFI and Paycor have the right to immediately terminate or suspend the Client's ability to originate entries in a manner that permits the ODFI and Paycor to comply with the NACHA rules; (v) Client grants the ODFI and Paycor the right to audit Client's compliance with the NACHA rules; and (vi) Client, and not Paycor, shall be solely liable to the bank with respect to any representations or other obligations or liabilities whatsoever relating to any such EFTs. Paycor and Client each agree to comply with the NACHA rules applicable to it with respect to Paycor Services.

5.11 If utilizing direct deposit services, Client agrees to its responsibilities under the NACHA rules to (i) obtain verbal or written authorization from the employee when setting up direct deposits; (ii) keep any authorization forms and voided checks stored in a secure manner for the required two (2) years from the termination or revocation of the direct deposit authorization; and (iii) provide a copy of any written authorization forms to employees.

5.12 Supplemental Agreements. Client will execute any Supplemental Agreement necessary for Paycor to perform and provide the Services. In addition to any termination rights provided in these Terms, a Supplemental Agreement may also be separately terminated according to its terms.

6. Feedback and Early Adopter Participation

Client may elect to participate as an early user (“Early Adopter”) of a defined feature or service (“Early Adopter Service”) during a limited time period (“Early Adopter Program”). If Client voluntarily elects to participate in any Early Adopter Program, Client agrees to be bound by the Early Adopter General Terms and Conditions linked here: <https://www.paycor.com/early-adopter-general-terms-conditions-nov-22/> (as may be updated from time to time by Paycor).

7. Confidentiality

7.1 Each party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character.

7.2 The receiving party shall use Confidential Information in a manner necessary to exercise its rights and perform its obligations under the Agreement. Neither party shall disclose the other party’s Confidential Information to anyone other than: (i) its employees, representatives, consultants, contractors, counsel and agents who have a need to know the Confidential Information in order to perform its obligations in this Agreement and who are bound by obligations of confidentiality at least as stringent as this section; (ii) as it relates to Paycor, Paycor may disclose Client’s Confidential Information to third-parties as directed by the Client, (iii) as is otherwise required by law (such as complying with subpoenas, investigations by government regulatory authorities), and disclosing information to its attorneys, auditors, and accountants.

7.3 Upon the request of the disclosing Party, the receiving Party, to the extent feasible, will return or destroy all Confidential Information of the disclosing Party in its possession. Notwithstanding the foregoing, the receiving Party may retain a copy if required in order to meet its legal or regulatory obligations. To the extent that it is impracticable to return or destroy any Confidential Information, and with respect to any copies retained for record management purposes, the receiving Party shall continue to maintain the Confidential Information in accordance with these Terms.

7.4 The obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of the Agreement for whatever reason. If a party commits or threatens to commit, a breach of this section, the other party shall have the right to seek injunctive relief from any court of competent jurisdiction. Paycor may use De-Identified Data and Client will have no ownership interest in such De-Identified Data.

7.5 Securities Laws. Client acknowledges that the Confidential Information may include material non-public information. Client acknowledges that the United States securities laws prohibit any individual who has received material non-public information from the issuer of securities concerning the matters that are the subject of this Agreement from purchasing or selling any securities of the issuer or from communicating such information to any other individual when it is reasonably foreseeable that the other individual is likely to purchase or sell such securities in reliance upon such information.

8. Security

Paycor will maintain an information security program that contains commercially reasonable administrative, physical, organizational, and technical safeguards for protection of the security, confidentiality and integrity of Client Data in accordance with its Privacy Policy, which is incorporated herein by reference and available at: www.paycor.com/privacy-policy/ (as may be updated from time to time by Paycor). Paycor shall utilize software and other security means designed to prevent the Services from containing or transmitting malicious code. Paycor may suspend access to the Services to the extent Paycor deems necessary to preserve the security of Client Data.

9. Data Processing; Data Security

During Client’s use of and access to the Services, Paycor requires use of Client Data for the provision of Services. Client authorizes Paycor to process Client Data in provision and performance of the Services and such use will be governed by the Paycor DPA linked <https://www.paycor.com/data-processing-addendums>, as may be updated from time to time by Paycor. The DPA will replace any data processing agreement previously agreed to between the parties and will serve as a commissioned written data processing agreement for all Services ordered under the Agreement. Client acknowledges it has had the opportunity to review the DPA. Upon written request by Client, Paycor will send copies of the DPA to Client.

10. Warranties

10.1 **Each Party:** Each Party represents and warrants that: (i) it has the full power and authority to execute, deliver and perform its obligations under this Agreement; and (ii) this Agreement has been duly and validly executed and is legally binding and enforceable.

10.2 **Paycor:** Paycor represents: (i) it owns, or otherwise properly licenses, the Service and has the full power and authority, required to use, publish, transfer, and/or license any and all rights and interests in the Service; and, (ii) the Service will perform materially in accordance with the Documentation when used as authorized herein. Paycor’s warranty is conditioned on Client’s (a) use of the Service in accordance with Paycor’s instructions, and, (b) not making any unauthorized repairs or alterations to the Service.

10.3 Client: Client represents and warrants that: (i) in performance of this Agreement and its use of the Services, Client will comply with applicable laws; (ii) it has all rights, title, and interest in and to Client Data, including User data; (iii) it has the right to transmit all Client Data and User data to Paycor to use, access, and process in accordance with this Agreement; (iv) it will review all Client and User data provided to Paycor for accuracy and currency, including, documents or reports produced or made available in connection with the Services; and, (v) that the Client Data as provided by Client to Paycor or uploaded into the Services, will not infringe or misappropriate any third party's Intellectual Property Rights.

10.4 DISCLAIMER: EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES PROVIDED BY PAYCOR ARE PROVIDED "AS IS" AND PAYCOR MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF RESULTS, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES OR ANY THIRD-PARTY SOFTWARE DELIVERED BY PAYCOR.

11. Indemnification

11.1 Paycor Indemnity. Paycor shall indemnify, defend and hold harmless Client, its directors, officers, employees and agents, from and against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) ("**Losses**") arising from or related to any claims, suits, proceedings brought by a third party ("**Claim(s)**") alleging: (i) fraudulent or illegal acts of Paycor or its employees, representatives, or agents and, (ii) that the permitted uses of the Services infringes or misappropriates any third party's Intellectual Property Rights. The indemnity in (ii) above will not apply to any Claim where the infringement arises from (a) Client's or its User's use of the Service in a manner inconsistent with the Documentation or in violation of this Agreement; or (b) the combination of the Services with software, hardware, content, data, or other items not supplied by Paycor. If the Services are, or in Paycor's sole opinion are likely to be, subject of a Claim as covered in (ii) above, Paycor may, at its sole discretion and expense, (x) obtain a license for Client's continued use of the Service; or, (y) replace the applicable Service with functionally equivalent non infringing technology; and if neither (x) or (y) is commercially feasible for Paycor, then either Party may terminate the Agreement and Paycor's sole liability, in addition to the indemnification obligations in this section, will be to refund any prepaid fees for Service that was to be provided after the effective date of termination.

11.2 Client Indemnity: Client shall indemnify, defend, and hold harmless Paycor, its successors, subsidiaries and Affiliates, officers, directors, employees, and assigns ("Paycor Indemnified Parties") from and against any and all Losses arising from or related to Claims pertaining to: (i) Paycor Indemnified Parties' use of or reliance on any Client Data as contemplated by this Agreement; (ii) Client's or User's fraudulent or illegal acts; (iii) Client or User's violation of any third-party Intellectual Property rights with respect to the data uploaded into the Service and/or use of the Service; (iv) Client's or User's violation of applicable laws or regulations; (v) actions taken by Paycor pursuant to instructions provided by or on behalf of the Client; (v) Client's or User's use, misuse, or resale of the Services; (vi) any third party's access to and use of the Services (or access and use of any Third-Party services via the Services) with Client's or User's unique credentials; and (vii) Client's failure to fund any payment obligation, any debit or reversal of payments previously made to Client's employees or others as a result of Client's failure to fund or pay its obligation.

11.3 Indemnification Procedures. The indemnitor's obligations are conditioned on the indemnitee: (i) promptly giving written notice of the third party Claim to the indemnitor (although delay of notice will not relieve the indemnitor of its obligations under this section except to the extent that the indemnitor is prejudiced by such delay); (ii) giving sole control to the indemnitor of the defense and settlement of the Claim; and, (iii) fully cooperating, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of such action. The indemnitor may not, without the prior written consent of the indemnitee (which shall not be unreasonably withheld, conditioned, or delayed), settle any Claim subject to indemnification that provides for any admission of the indemnitee's guilt, grants any license under any of the indemnitee's intellectual property rights, or binds the indemnitee to any ongoing obligation other than the payment of money for which the indemnitor is obligated to pay.

12. Limitation of Liability

12.1 Limit. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND SUBJECT TO THE REMAINDER OF THIS SECTION, PAYCOR AND ITS AFFILIATE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING SIX (6) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE.

12.2 Exclusions. THE LIMITATIONS OF LIABILITY ABOVE WILL NOT APPLY TO LIABILITY, FOR (I) INTEREST CHARGES AND PENALTIES IMPOSED BY TAXING AUTHORITIES TO THE EXTENT PROVEN TO BE THE DIRECT RESULT OF PAYCOR'S NEGLIGENCE; (II) DIRECT DAMAGES DIRECTLY CAUSED BY GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD OF PAYCOR; AND (III) DIRECT DAMAGES PERTAINING TO PAYCOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

12.3 No Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL PUNITIVE, OR OTHER DAMAGES OF ANY SORT (INCLUDING LOST PROFITS, LOST REVENUE, LOST INCOME, OR ANY REVENUE ARISING FROM LOSS OF ANTICIPATED BUSINESS, LOSS OF USE OR DATA, BUSINESS INTERRUPTION, SERVICE DELAYS OR INTERRUPTIONS) AS A RESULT OF THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATION UNDER THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, CONTRACT TORT OR OTHERWISE EVEN IF A PARTY HAS ADVISED THE OTHER PARTY OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE, AND EVEN IF SUCH DAMAGES WERE OR SHOULD HAVE BEEN FORESEEABLE. FURTHER, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY WITH RESPECT TO ACTIONS, FACTS OR CIRCUMSTANCES OCCURRING OR EXISTING PRIOR TO THE DATE OF THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES APPLIES REGARDLESS OF ANY OTHER REMEDIES A PARTY MAY HAVE. CLIENT ACKNOWLEDGES THAT THIS SECTION IS AN INTEGRAL PART OF THE AGREEMENT THAT HAS BEEN BARGAINED FOR BY THE PARTIES, AND THAT THIS SECTION WILL REMAIN IN EFFECT EVEN IF ANY OTHER PROVISION OF THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

13. Fees and Payment

13.1 Payment of Fees. Client will pay Paycor the Fees and other charges related to the Services as set forth on an Order or other ordering document, or as purchased within the Services. The Fees in the Order are based upon assumptions relative to Client's requirements, volumes, and quantities. Paycor may invoice Client based upon actual Services consumed or utilized. Certain Services may also be subject to a minimum employee count or minimum fee requirement. If Client does not meet the minimum requirement for the applicable Services, Paycor may assess a minimum fee for such monthly period. All Fees paid pursuant to this Agreement, or any applicable Order are non-refundable. Unless otherwise set forth in an Order, Paycor has the right to change the Fees and any other charges contemplated under this Agreement from time to time upon thirty (30) days' prior notice to Client and Client's continued use of the Services constitutes Client's agreement to any such change. Unless otherwise stated herein or agreed to in writing, Paycor shall debit Client's DDA for the Fees and all other charges.

13.2 Fees are exclusive of all taxes, including without limitation, sales, use, value-added or other taxes or levies on transactions made under this Agreement. Client shall pay an amount equal to any tax Paycor is required to collect or pay upon the sale, license, or delivery of Services to Client by Paycor exclusive of taxes imposed upon Paycor's net income. Client authorizes Paycor to debit the applicable taxes from Client's DDA, unless Client provides Paycor with a valid tax exemption certificate authorized by the appropriate taxing authority.

13.3 AS ADDITIONAL CONSIDERATION, PAYCOR MAY INVEST CLIENT'S FUNDS AS PAYCOR DEEMS APPROPRIATE; ANY AND ALL PROFITS, ACCUMULATIONS, AND ANY OTHER FORMS OF GAIN RESULTING FROM SUCH INVESTMENTS SHALL ACCRUE FOR THE BENEFIT OF AND SHALL BE THE SOLE PROPERTY OF PAYCOR, AND CLIENT HEREBY ASSIGNS TO PAYCOR ALL BENEFITS DERIVED ON CLIENT FUNDS HELD BY PAYCOR. ANY AND ALL LOSSES INCURRED DUE TO PAYCOR'S INVESTMENT OF CLIENT'S FUNDS WILL BE BORNE SOLELY BY PAYCOR AND WILL NOT BE SUBJECT TO THE LIMITATION OF LIABILITY.

13.4 Non-Payment. If Client fails to timely remit payment in full for any amount due to Paycor, Paycor shall have the right to: (i) assess a late payment charge on any overdue amounts equal to the lesser of: (x) one and one-half percent (1.5%) per month; or (y) the highest rate allowed by applicable law; (ii) be entitled to collect reasonable attorney's fees and other costs incurred by Paycor if Paycor initiates actions to collect any unpaid amounts from Client; and (iii) offset such amount of fees due, including collection fees and attorney's fees, against any Client funds held by Paycor upon the effective date of such termination. At Paycor's sole discretion, Paycor may offer Client a one-time option to pay Fees via credit card. If Client elects to make the payment of any Fees via credit card payment, Client agrees to be responsible for any associated convenience fee up to four percent (4%) of the invoiced amount and any related late fees and interest charges. Client acknowledges and understands that amounts due from Client to Paycor for Client's payroll and tax liability may not be paid via credit card.

13.5 Dispute Process. Client has fifteen (15) days from the date of a debit or the date of an invoice, whichever is later, to dispute any charges or withdrawals and if not disputed in such time frame, then Client waives any claims related to such charges or withdrawals.

14. Term and Termination

14.1 Termination for Convenience. Unless otherwise provided in this Agreement, either Party may terminate all or part of the Services under this Agreement at any time by providing sixty (60) days' advance written notice to the other Party. Client shall submit notice under this provision in accordance with the directions located in [Paycor Support Center](#). If Client terminates any individual Service or all Services, Client shall pay any Fees through the termination effective date. Monthly Fees will not be prorated in the event of such termination and may be invoiced at the end of the month in which the termination is effective. Pricing

is determined based on anticipated volume and if a Client terminates or fails to initiate a purchased Service, Paycor may re-price the Service in accordance with Paycor's then-current standard pricing. Until execution of this Agreement by Client and Paycor, and after termination of this Agreement for any reason, Paycor has no obligation to perform any Services for, or on behalf of, Client.

14.2 Termination and Suspension for Cause.

14.2.1 Either party may terminate this Agreement for the other party's material breach of this Agreement if such breach is not cured within thirty (30) days following written notice thereof. The cure period will not apply in the case of Client's failure to fund accounts or pay all payment obligations as they are due.

14.2.2 In addition, Paycor may, immediately suspend or terminate Client's or User's use of or access to any Service or Third-Party Service in the event that: (i) Client breaches or fails to perform any of its obligations set forth in the Client Obligations Section of this Agreement, (ii) Client or a Client's employee is suspected of committing or commits an unlawful activity that would reasonably impact the rights and obligations of either Party under this Agreement; (ii) Client fails to pay any Fees or sums due; (iii), Client fails to maintain sufficient funds in its DDA or if a Return Event occurs; (iii) in the event of any security risk or negative impact on infrastructure; (iv) Client makes a general assignment for the benefit of its creditors, Client does not pay its debts as they become due or admits in writing its inability to pay its debts, any proceeding is instituted by or against Client under, federal, state or foreign bankruptcy, insolvency, reorganization or other law affecting creditors' rights seeking, among other things, any stay, reorganization, arrangement, composition, an adjudication of bankruptcy or insolvency, liquidation, winding up, the appointment of a receiver, trustee, or custodian for Client or its property, and in the case of any proceeding instituted against Client (but not instituted by it or with its consent) such proceeding is not dismissed within 30 days; (v) Client asserts, files or threatens adverse action against Paycor (vi) Client fails Paycor's due diligence analysis; or (vii) if the nature of Client's business activities are prohibited by Paycor's depository institutions. Paycor shall endeavor to provide notice to Client in the event of any such suspension or termination to the extent it is commercially reasonable. In addition to and not in limitation of any of Paycor's remedies, Paycor may take any and all other actions it deems appropriate to secure payment of all amounts owed to Paycor by Client under this Agreement and Client grants Paycor the right to offset for any amounts owed by Client to Paycor in any Paycor account. Client agrees to pay for all collection costs, including reasonable attorneys' fees, which Paycor may incur as a result of Client's failure to perform any obligation under this Agreement.

14.3 Effects of Termination. Upon the effective date of termination or expiration of any Order or this Agreement (as applicable), Client's access to and use of the Service(s) shall cease, and Client remains responsible for all payment obligations, Fees for Services, and costs due under this Agreement. Upon termination of this Agreement, Paycor shall not be responsible for making any further payroll tax deposits or filings, and Paycor may retain deposits to offset any amounts owed from Client. Notwithstanding the foregoing, if this Agreement is terminated for any reason other than Client's breach or default: (i) Client will remit any and all tax and third-party payments beginning with the date of termination; and (ii) Paycor will return to Client any uncommitted Client funds held in any Paycor account net of all payment obligations and Fees for Services performed through the date of termination. Except to the extent that Client is in breach or default of any obligations under the Agreement, including outstanding payment obligations, Paycor may, upon Client's request and receipt of sufficient information from Client in a manner reasonably requested by Paycor, prepare and file any outstanding employment tax forms and reports, prepare employee W2s and perform other reasonable and customary actions related to the terminated Services provided that Client has paid for such Services.

14.4 Data Access Upon Termination. At any time prior to the actual termination date, Client may download Client's information or reports available to it in conjunction with all of the Services provided by Client by Paycor. If this Agreement is terminated for any reason other than Client's breach or default hereunder, Client shall, for up to sixty (60) days following the account closure date, be provided with access to online and custom payroll and tax reporting as previously subscribed to by Client, for the sole purpose of obtaining an electronic copy of its Client Data. Access to data for all other products or services is terminated immediately. Paycor is not responsible for Client's failure to obtain an electronic copy of its data within such sixty (60) day period, and Client acknowledges that Paycor has no liability for any claims related thereto. Client acknowledges and agrees that Paycor shall have no obligation to provide Client with access to the Services or the online and custom payroll and tax reporting as previously subscribed to by Client: (i) in the event Client is in breach or default hereunder, or (ii) beyond the sixty (60) day period referenced herein. Paycor may, upon request from Client following termination, provide Client with its data and any standard reporting as it exists in Paycor's system. Paycor shall have the right to charge Client reasonable fees for providing such data based upon Paycor's then applicable rates for professional services.

15. Compliance

Paycor will design the Services to assist Client in complying with its legal and regulatory requirements. Client and not Paycor will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives to Paycor, including as part of the implementation of the Services, provided Paycor follows such instructions. Paycor may rely upon information provided by Client in its provision of the Services, whether received directly from Client, User(s) or through a prior or current third-party service provider of Client. Services do not include any legal, financial, regulatory, benefits, accounting, or tax advice.

16. Payroll Services

16.1 Comprehensive Payroll Services. If Client subscribes to Paycor's Comprehensive Payroll Services, Paycor will provide Client with Services to assist Client with the administration, processing and distribution of payroll amounts as designated by Client, including calculating gross and net pay, providing pay stubs, distributing payroll amounts, which may include but not be limited to ACH, Direct Deposit (CDD), Paycor Official Check (POC), workers compensation payment, ePayables (child support, garnishments) and Tax File for payroll.

16.1.1 Check Obligations. In the event that Client uses Paycor Official Check, Client shall be responsible for any losses, liabilities, damages costs or expenses (including reasonable attorneys' fees) arising from or pertaining to a check(s) that is double presented, lost, stolen, destroyed, voided, or replaced. Client shall, when applicable, deliver and surrender said check(s) to Paycor for cancellation if found.

16.2 Basic Payroll Services. If Client subscribes to Paycor's Basic Payroll Services, Paycor will calculate Client's payroll amounts, including, calculating gross and net pay, and providing pay stubs and Forms W2 or 1099. Paycor will print employee checks and payable checks (for deductions withheld) on the Client's corporate bank account but will not transfer cash or payments on the Client's behalf. Paycor will not provide certain Services, including but not limited to: ACH, Direct Deposit (CDD), Paycor Official Check (POC), workers compensation payments, ePayables (child support, garnishments), and Tax File for payroll.

16.3 No Payroll Services. If Client is not subscribing to any payroll services, Client acknowledges and agrees that it will not process or attempt to process payroll with Paycor or engage or attempt to engage any payroll services. In the event that a payroll service is performed, Client agrees that taxing authorities and other foreseeable third parties are authorized recipients of Client Data. Client acknowledges that non-payroll Services may reveal fields referencing payroll even though Client is not purchasing and will not be using payroll services.

17. Tax Services

17.1 Comprehensive Tax Filing Services. If Client subscribes to Paycor's Comprehensive Tax Filing Services, Client hereby appoints Paycor as its reporting agent under Form 8655 of the Internal Revenue Service ("Reporting Agent") for the limited purposes of permitting Paycor to represent and act on behalf of Client with all persons (including, without limitation, third-party vendors and federal, state and local governmental agencies and taxing authorities including the Internal Revenue Service) for all employment tax matters and in all other matters reasonably related to Paycor's performance of Services, including the authority to sign and file federal, state, and local employment tax forms and reports either electronically or on paper and to make tax deposits and other tax payments on behalf of Client.

17.1.1 If permitted by taxing authorities, Paycor is authorized as a reporting agent of Client to receive returns correspondence and transcripts with respect to employment tax returns filed and deposits made by the reporting agent. This authorization shall be effective from the tax period indicated on the Power of Attorney or third-party authorization form until Client or Paycor notifies the taxing authority(ies) of termination or revocation of such authorization.

17.1.2 In accordance with taxing authorities' regulations, Client remains responsible ensuring that all returns are timely filed, and the related taxes are paid on time and the appointment of Paycor as Client's reporting agent does not absolve Client of these obligations. If an applicable taxing authority imposes a penalty on or assesses interest against Client, Paycor will pay all penalties and interest to the extent they resulted from Paycor's error or omission in performing the tax filing services. Any such amounts may be offset by Paycor to the extent that the taxing authority waives or provides a credit (in part or in whole) for such penalties and interest. In any such case, Client shall be responsible for all additional taxes and any other interest charges.

17.1.3 If Client subscribes to Paycor's payroll and Comprehensive Tax Filing Services beginning on a date other than Client's first pay period of a calendar year, Client hereby acknowledges and agrees that: (i) Client shall timely provide Paycor with complete and accurate information regarding employment tax liabilities, payments, and filings made under Client's Federal Employer Identification Number for the period of time prior to subscribing to Paycor tax filing Services; (ii) Paycor will prepare tax returns, including applicable quarterly and annual filings, beginning with the period in which Client first subscribes to such services based on information provided by Client to Paycor; (iii) Paycor will remit to taxing authorities only those funds which Paycor has collected from Client regardless of whether those funds represent Client's entire tax liability for the period(s) for which such funds are remitted; and (iv) Client is and shall be responsible for any penalties, interest, amended return fees, and/or any other fees that may result from inaccurate, incomplete, and/or late tax filings and/or tax payments caused by incomplete, inaccurate, untimely or missing tax liability and/or tax payment information provided by Client.

17.2 Basic Tax Services. If Client subscribes to Basic Tax Services, Paycor will calculate Client's taxes, provide such calculations to Client, prepare quarterly and annual local, state and/or federal tax forms and/or supporting documents to Client for filing by Client. Paycor will not make tax deposits or file tax returns on the Client's behalf and Client agrees to complete and execute Paycor's W2 waiver. Client will be responsible for (i) review and final approval of tax payments to applicable taxing authorities and (ii) filing and depositing payroll taxes for all jurisdictions. Client must obtain and prepare any form or returns that are not supported by the Services and calculate any state or federal tax credits allowed. Client must verify and pay all necessary remittances.

Client will be responsible for making deposits or payments directly to any taxing authorities and acknowledges that Paycor is not responsible for making deposits or payments on Client's behalf to any taxing authorities. Client acknowledges that Paycor is not responsible for the accuracy or audit of any payments or filings made to any jurisdiction or any resulting tax notices.

17.3 Provision of Client Data. In addition to any other provision in this Agreement, Client shall timely supply to Paycor all Client Data that is necessary for the performance of the Paycor Services including, without limitation: (i) accurate and complete payroll and tax information, which information shall be provided to Paycor at least two banking days prior to each Payday; (ii) copies of all federal, state, and local tax forms, documents and other related employment tax information; and (iii) copies of any notices or correspondence received from any federal, state, or local authority with respect to any tax return or deposit made by Paycor. Based upon a due diligence analysis and other factors and upon notice to Client, Paycor reserves the right, in its sole discretion, to require Client to provide accurate and complete payroll and tax information prior to the timeframe listed in the preceding sentence. Failure to promptly provide all such information may result in one or more of the following: additional fees, late deposits to employee accounts, or late payments or deposits of required taxes. Paycor uses Client Data, including payroll data, and federal, state, and local deposit frequencies and identification numbers, to perform the Services and Client accepts responsibility for the verification, accuracy, and timely provision of such Client Data. Paycor is not responsible for any failure to make deposits or filings If the failure is due to Client's failure to provide accurate, adequate, or timely Client Data or sufficient funds.

17.4 Verification by Client. In addition to any other provision in this Agreement, Client will promptly review, for each pay period, the accuracy of all Client Data supplied to Paycor and the accuracy of all paychecks, disbursements, payroll registers, and reports produced for Client by Paycor or Paycor's Third-Party Providers. Client agrees to promptly notify Paycor of any errors, omissions, or discrepancies in the Client Data. In the event of any discrepancies in Client Data, Client must promptly inform Paycor of the correct information. Client will be responsible for the consequences of any instructions Client provides to Paycor.

17.5 Automatic Payroll. If Client subscribes to Paycor's automatic payroll feature, Client: (i) agrees that all payroll runs associated with each respective paygroup will be automatically processed based upon Client Data; (ii) confirms the accuracy of the Client Data, (iii) agrees to ensure that employees are included or excluded from the payrun as needed, and (iv) agrees to all processing in accordance with the Client Data initially provided until Client's authorized representation otherwise modifies the Client Data or has Paycor deactivate the feature. Client releases Paycor from any and all liability incurred due to the use of or errors resulting from inaccurate or incomplete Client Data or the failure of Client to review the accuracy of Client Data or to modify Client Data as required.

18. ACA IRS Filing Services

18.1 If Client subscribes to Paycor's Affordable Care Act ("ACA") Internal Revenue Service ("IRS") filing services (collectively "ACA Services"), Paycor will: (i) provide Client access to a portal for data entry and validation ("ACA Portal") to assist Client with the preparation, generation and filing of required ACA forms; (ii) aggregate Client data available in the Paycor Services with Client Data entered directly by Client into the ACA Portal (collectively, the "Aggregated Data"), provided that such data is in the format specified by Paycor;; (iii) provide Client the ability to verify Aggregated Data used for the filing and/or distribution of IRS forms 1094-C, Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Return, and 1095-C, Employer-Provided Health Insurance Offer and Coverage; (iv) prepare, file, and distribute a single IRS form 1094-C per federal Employer Identification Number to the IRS on behalf of Client; (v) provide a copy of IRS form 1094-C to Client; and (vi) provide forms 1095-C to Client for distribution to Client's employees.

18.2 Client Acknowledgments. Client acknowledges that: (i) the ACA Services provided by Paycor rely upon data provided by Client to Paycor and that such Client specific data may not reside in Paycor Services; (ii) the ACA Services provided by Paycor are not intended to fulfill all Client responsibilities and requirements under the Patient Protection and Affordable Care Act ("PPACA"); (iii) Paycor's ACA Services do not include preparation of forms 1094-B and 1095-B; and (iv) Client must subscribe to ACA Services through December 31 in order for Paycor to prepare forms 1094-C and 1095-C.

18.3 Client Responsibilities. Client agrees that Client, and not Paycor, is responsible for: (i) timely submitting information and verifying the reports and forms compiled or created by Paycor in the performance of the ACA Services; (ii) Client's compliance with any and all provisions of the Employer Share Responsibility provisions of the PPACA; and (iii) any penalties, interest, and/or fines resulting from Client's non-compliance with the Employer Share Responsibility provisions of the PPACA except for those penalties, interest and/or fines that are the direct result of Paycor's errors or omissions in providing ACA Services.

19. Workers' Compensation Services

If Client subscribes to Workers' Compensation Services, Paycor will calculate workers' compensation premiums ("Premiums") for Client's employees for the applicable state based on the National Council on Compensation Insurance ("NCCI") manual classification(s) as provided by Client and file and pay the Premiums timely on Client's behalf to the Ohio Bureau of Workers' Compensation ("OBWC") or applicable insurance carrier ("Insurance Carrier"). Client will supply to Paycor accurate and complete data, including NCCI manual classifications and Premium rates issued by the OBWC or Insurance Carrier, necessary for the timely performance of the Workers' Compensation Service. Client will check and verify, for each pay period, the accuracy of employee NCCI classifications and all Premiums and timely and fully review reports. Client agrees to immediately notify Paycor of any errors or changes in rates. If Paycor notices any potential inaccuracy in data supplied by Client, Paycor will attempt to advise Client

of the same; however, Paycor is not liable for any failure to notify and/or failure to advise Client of inaccuracies. Client will maintain sufficient funds in its bank account to cover any direct debit of Premiums and applicable Fees. Client understands that Paycor's provision of these Workers' Compensation Services does not absolve Client as the Employer covered by OBWC or Insurance Carrier of the responsibility to ensure that all Premiums are filed and paid accurately and on time. The Workers' Compensation Services include the option for the Client to calculate premiums per applicable state payroll guidelines. Client is responsible for understanding the state guidelines, including without limitation those governing proper classification of employees under assigned NCCI manual classifications. Paycor assumes no responsibility or liability for Client's improper NCCI classification of employees or Client's incorrect calculation of Premiums.

OHIO CLIENTS: Paycor requires Client to sign and deliver form AC-2, which allows Paycor to act as a risk-management representative, on behalf of Client.

20. Payroll Related Third-Party Payment Services

20.1 **Basic Garnishment Services.** If Client subscribes to electronic child support, electronic wage garnishment or other similar services as designated by Paycor for electronic third-party payments ("Basic Garnishment Services"), Client may electronically request that payroll-related payments be made to third parties by EFT or check as designated by Client (although EFT payments will only be permitted to the extent Paycor has approved Client for EFT-related services and the agencies support this payment method). Client shall be responsible for providing payee and amount information electronically and Paycor shall have no responsibility for calculating payment amounts.

20.2 **Pro Garnishment Services.** If Client subscribes to Paycor's garnishment processing service(s), including wage garnishment processing for child support– garnishment, or other similar services as otherwise designated by Paycor, (collectively, "Pro Garnishment Services"), Client may request that payroll-related payments be calculated by and/or made to third parties by Paycor, to the extent permitted. Client must provide Paycor with all documentation (e.g., a wage garnishment or child support order) required by Paycor to perform Pro Garnishment Services, after receipt of which Paycor will use commercially reasonable efforts to calculate required payments and enter into its systems such calculated amounts and payee information. The form of payment for Pro Garnishment Services (check or EFT) will be at the discretion of Paycor and Paycor will endeavor to include with such payments, any notices that are required by statute to accompany payments, if provided completed and timely by Client. Paycor will not prepare or transmit supplemental notices, which may be required for payees, courts, regulatory authorities, or employees.

20.3 Checks issued in support of third-party payment services will be issued as Paycor official checks or corporate checks. Client is legally responsible for providing and maintaining accurate information and for reviewing and ensuring the accuracy of any wage garnishment, child support, or other third-party payments scheduled by Paycor regardless of payment method, and Client is legally responsible for ensuring that such payments and associated notices comply with applicable laws. Client further authorizes Paycor to collect funds and initiate payments to the extent required for any services described herein and subscribed to by Client.

21. W2 Export Service

Client acknowledges and agrees that Client will be automatically enrolled in Paycor's W2 Export Service, which allows Client's employees to request, through participating online tax preparation Paycor ("OTPPs"), that earnings information (i.e., information from Form W2 and similar income tax forms) prepared by Paycor for the requesting employee be electronically transferred to an OTTP for the purpose of facilitating the completion of the employee's individual income tax filings. Paycor, in its discretion, shall determine participating OTTPs and the earnings information provided through this service. Paycor is not responsible for the actions of any OTTP, or an OTTP's use of earnings information, which shall instead be governed by the relevant OTTP's privacy policy and terms of use which may exist between the relevant participating employee and OTTP. For the purposes of this Section, participating employees are those Client employees for whom Paycor has prepared an income tax-related document (e.g., a Form W-2), and who have requested through a participating OTTP that tax information be automatically imported from Paycor. Paycor reserves the right to terminate W2 Export Service with OTTP. Paycor shall provide reasonable notice to Client in the event of any such termination.

22. Data Integration Services

22.1 Upon the request of Client, Paycor will transmit data on behalf of Client ("Data Integration Services") to one or more third parties as identified by Client (each a "Transmission Partner"). Transmission Partners may include, without limitation, retirement plan administrators, point of sale systems operators, referral partners, and benefit plan administrators. Data Integration Services are contingent upon: (i) the agreement of Paycor, Client, and the Transmission Partner as to the means (e.g., Application Programming Interface ("API") or Secure File Transfer Protocol ("SFTP")), frequency, and format of the transmission, including whether such transmission is solely with Paycor as transmitter or recipient, or as both; and (ii) to the extent that any fees are payable to Paycor in association with the creation or maintenance of the transmission interface, or transmissions using such interface, that such fees are documented in an Order, SOW, or such other documentation as required by Paycor. Client acknowledges that Paycor offers the developer portal which allows a Client to create integrations to allow third-party products and tools to integrate with Paycor's products. Client's use of the developer portal shall be subject to the developer portal terms and conditions.

22.2 Client expressly consents to data transmissions by Paycor to and from Transmission Partners as part of the Data Integration Services. Subject to the conditions herein, Paycor agrees to transmit to and receive from, as applicable, data from designated Transmission Partners, and to use commercially reasonable efforts to transmit information timely and accurately. Paycor is not responsible for transmission failures or errors in the data beyond ensuring that the data and associated files meet the specifications agreed to by Paycor. It is Client's responsibility to verify that the data is received by a Transmission Partner and Paycor has no responsibility with respect to the use or handling of data transmitted by Paycor to Transmission Partners following transmission. Paycor's use and handling of any data received by Paycor will be governed solely by this Agreement. Client shall immediately notify Paycor in the event Client wants to terminate the transmission of data to one or more Transmission Partners and Client shall ensure that data sharing to a Transmission Partner has been terminated. Paycor reserves the right to terminate Data Integration Services with Transmission Partners. Paycor shall provide reasonable notice to Client in the event of any such termination.

22.3 Client shall pay any funds associated with any transmission (e.g., retirement plan funds) directly to the Transmission Partner and is not the responsibility of Paycor.

23. Paycor Analytics

If Client subscribes to Paycor Analytics services, Client represents and warrants that, during the term of this Agreement, (i) it has all necessary right and licenses to Client Data for use by Paycor in providing Paycor Analytics, (ii) such necessary consents, permissions, and assurances from its employees to provide Client Data to Paycor and its third-party analytics Paycor, and permits the collection, transfer to and processing of Client Data by Paycor for the purposes contemplated under this Agreement; and, (iii) Client and its Users will only use Paycor Analytics for internal business purposes.

24. Paycor Learning Services

If Client subscribes to or accesses Paycor's Learning Management Services and/or Library, Client acknowledges that it is solely responsible for its compliance with any applicable laws with respect to its own internal learning management program. Client consents to any necessary data transmissions to and from Paycor's third-party Learning Management Services Paycor.

25. Time Clocks; Time Services

Client may purchase or rent time clocks ("Clocks") from Paycor to facilitate Client's tracking of employee time. In conjunction with the purchase or rental of Clocks, Paycor or a Third-Party Service Provider shall provide Client with such time services as Client may request pursuant to an Order ("Time Services").

25.1 Rented Clocks. If Client rents time clocks from Paycor ("Rented Clocks"), the rental payments for Rented Clocks will be in the amount set forth on the applicable Order for the time period during which Client is receiving Time Services ("Rental Term"). If Time Services are terminated by Client or Paycor, Client shall return all Rented Clocks in Client's possession within thirty (30) days of the termination date in good condition, reasonable wear and tear excepted. If Client fails to return Rented Clocks in good condition, Paycor shall have the right to charge and debit Client an amount equal to the cost of a new clock for each Rented Clock it fails to return in good condition. If a Rented Clock is lost or damaged by Client, Client shall be responsible for the cost of the repair or replacement value of the Rented Clock, up to an amount equal to the then-current replacement value of the lost or damaged Rented Clock. Client shall not pledge, lend, create a security interest in, or attempt to dispose of any Rented Clock or any part thereof and shall keep it free and clear of liens or encumbrances. Client shall give Paycor prompt notice of any attachment or other judicial process affecting any part of a Rented Clock.

25.2 Purchased Clocks. If Client purchases clocks from Paycor ("Purchased Clocks"), the cost for the Purchased Clocks is the amount set forth on the Order (which includes the clock price and an extended warranty). Client may return a Purchased Clock to Paycor within thirty (30) days of Client's receipt of the Clock. Paycor will issue a refund of the returned Clock if the Purchased Clock is unopened and in original packaging (including the back plate and power cord). If the Purchased Clock is returned open, not in its original packaging or is missing components but is in like-new condition, as determined by Paycor, Paycor will refund the full purchase price of the Clock to Client less a restocking fee. Paycor will provide any refund to Client within sixty (60) days of Paycor's receipt of such returned Purchased Clock. Client shall be responsible for all shipping and transportation costs and charges for the return of any Purchased Clock. Subject to the manufacturer's ownership of any intellectual property rights it may have in a Purchased Clocks, title to the Purchased Clocks shall pass to the Client when Paycor has received full payment for the Purchased Clocks.

25.3 Acceptance of Clocks. Client shall give Paycor written notice of damage to or issues with any Clock within five (5) days after delivery thereof.

25.4 Use of Clocks. Client shall: (i) only use the Clocks as part of the Services, (ii) install, maintain and use the Clocks at Client's location(s), and, upon Paycor's request, provide Paycor with a list of all installed Clocks and the location(s) of each such Clock, (iii) arrange for network and Internet connectivity at the locations, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Clocks, and notify Paycor immediately of any such unauthorized access or use, (v) not modify, reverse engineer, reverse compile, or disassemble the object code for the Clocks; (vi) not sell, resell, rent or lease the Clocks to any other third parties, (vii) not use the Clocks to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (viii) not interfere with or disrupt the integrity or performance of the

Clocks or third-party data contained therein, (ix) not attempt to gain unauthorized access to the Clock software, hardware or its related systems or networks, (x) not remove any proprietary notices, labels, or marks from the Clocks, (xi) not frame or mirror any content forming part of the software or services, or (xii) not access the Clocks in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Clocks.

25.5 Covered Devices. Any Clock that is eligible for Paycor Warranties (as defined below) shall be considered a “Covered Device.” Paycor Warranties are: (i) with respect to Rented Clocks that are connected to a subscription for Time Services, included as part of the subscription, with no separate fee required; and (ii) with respect to Purchased Clocks, may be purchased separately for a fee. If Client notifies Paycor that a Covered Device no longer functions properly, Paycor will, to the extent that it confirms that the Covered Device is not properly functioning, either: (i) repair the Covered Device, or (ii) if Paycor determines that the Covered Device cannot be reasonably repaired, replace it with a comparable Clock. Paycor may charge Client a fee for examining a Purchased Clock. If Paycor elects to replace a Covered Device, Paycor will ship a replacement of the equivalent Covered Device with the same fitted accessories for the non-functioning Covered Device to the Client at a delivery location specified by the Client. Paycor will include a pre-paid return shipping label with any replacement clock. Paycor reserves the right to charge Client the full cost of any repairs and/or the replacement devices if: (i) the non-functioning Covered Device is not returned within ten (10) days of Paycor’s written request to return the Covered Device; (ii) Paycor reasonably concludes that a defect or damage to the Covered Device occurred because Client failed to follow Paycor’s instructions as to the storage, installation, commissioning, use or maintenance of the Covered Device or good trade practice, (iii) Paycor reasonably concludes that Client altered or repaired or attempted to alter or repair the Covered Device without the written consent of Paycor; or (iv) Paycor reasonably concludes that a defect or damage occurred as a result of Client’s willful damage, negligence, improper installation, misuse or abnormal working conditions. Replacement devices may be new or refurbished units, as determined by Paycor.

25.6 Non-covered Devices. Any loss or damage to a Clock that is not covered under the Paycor Warranties, as defined below, (“Non-covered Device”) shall be Client’s sole responsibility. In the event of loss of or damage to a Non-covered Device, Client shall notify Paycor and, at Client’s option and expense, Paycor will: (i) repair the Non-covered Device; or (ii) replace the Non-covered Device with a comparable Clock.

25.7 Termination of Time Services. Upon expiration or termination of the Agreement or termination of Time Services, Client shall stop using the Rented Clock and associated Time Services (provided in connection with a Rented Clock or Purchased Clock). Within thirty (30) days of Paycor’s request, Client will return all Rented Clocks to such address that Paycor may direct, or Client shall pay reasonable replacement charges for any Rented Clocks not returned.

25.8 Warranties.

25.8.1 Paycor Warranties. Paycor warrants that the Clocks will be of good material workmanship and will be free of defects if properly installed and operated (the “Clock Warranty”). In the case of Rented Clocks, such Clocks are covered under the Clock Warranty during the Rental Term. In the case of Purchased Clocks, Paycor agrees to pass through to the Client any warranties it receives from the manufacturer with respect to any Purchased Clocks as well as the advanced warranty (at the cost set forth on the Order) which includes normal wear and tear along with remote diagnostics and support (the “Purchased Clock Warranty”). Paycor further warrants that the Clocks shall perform materially in accordance with the documentation. The Clock Warranty and Purchased Clock Warranty does not apply to any Clock that has been (i) damaged, tampered with, abused, improperly installed, or damaged in shipping, or (ii) repaired or altered by any person other than an authorized Paycor representative. Client’s remedy for breach of the Clock Warranty or Purchased Clock Warranty is expressly limited to repair or replacement of the defective Clock with a Clock of similar functionality in good working condition, which may be a used or refurbished Clock.

25.8.2 Client Warranties. Client represents, covenants and warrants that: (i) it has the right to disclose and provide to Paycor any data collected by Client and its users through the use of the Clocks, (ii) its and its Users’ use, distribution, marketing, dissemination, and/or provision of the Clocks will comply with all applicable laws, (iii) it will not use, nor knowingly permit its Users, or other third parties, to access, use, make available, provide, distribute, or disseminate all or any portion of the Clock software or hardware in any manner which would violate the terms of these Terms or any applicable laws, (iv) its use and distribution of the Clocks will comply with the terms of any third party product agreements included with the Clocks, and (v) it has or shall obtain and maintain all necessary licenses, permissions, consents and notices which may be required for the Clocks hardware and/or software before installing the Clocks.

25.8.3 Disclaimer of Warranties. THE CLOCK WARRANTY AND PURCHASED CLOCK WARRANTY ARE EXPRESSLY IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, AND ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM OF ERRORS. IN NO EVENT SHALL PAYCOR BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR OTHER DAMAGES OF ANY SORT. IN NO EVENT WILL PAYCOR’S CUMULATIVE LIABILITY EXCEED THE REPLACEMENT VALUE OF THE CLOCKS (IN THE CASE OF RENTED CLOCKS) OR THE PURCHASE PRICE OF THE CLOCK AS SET FORTH ON THE APPLICABLE ORDER (IN THE CASE OF PURCHASED CLOCKS).

25.8.4 **Indemnification.** Client shall indemnify and hold Paycor harmless from and against any loss, liability, cost, damage, expense, or claim arising from Client's use of the Clock(s).

26. Paycor Recruiting Pro Service

26.1 If Client subscribes to or accesses recruiting, applicant tracking and other similar services ("Paycor Recruiting Pro Services"), Paycor will assign a license for each User in the quantity ordered by Client so that Client and its designated Users can access the Paycor Recruiting Pro Services. A User license may only be used by one person and a single license may not be shared by multiple persons. Client is responsible for all content posted and activity that occurs under Client's account whether by authorized or unauthorized Users.

26.2 In connection with Client's use of the Paycor Recruiting Pro Services, Client may upload recruiting content in the Service. Recruiting content means certain documents or information that Client or its User upload into Services to recruit, source, prioritize and engage with talent. ("Recruiting Content"). Recruiting Content may include, without limitation, job description files, images, text and other content and material or other information and data relating to a position description or an identified or identifiable individual. Client grants Paycor a non-exclusive, royalty-free, sublicensable, transferable and worldwide license to reproduce, modify, create derivative works based upon, display, perform (including publicly), broadcast and use the Recruiting Content to provide and make the Service available to the Client. As between the Client and Paycor, Client owns all Recruiting Content. Client is responsible for all content posted and activity that occurs under Client's account whether by authorized or unauthorized Users. Any recruiting or hiring decisions are solely that of Client and Paycor has no liability for any decision made by Client pertaining to its use of the Service.

26.3 Client shall store PII in the Services only in areas where PII is directly relevant and necessary to accomplish the specific purpose of the business function described in context of the intent of the system's design. Client acknowledges that with respect to Recruiting Content, PII is not needed, and Client should avoid including any PII in connection with Paycor Recruiting Pro Services.

26.4 **Paycor Smart Sourcing.** As part of Paycor Recruiting Pro Services, Client will have access to Paycor Smart Sourcing. Client agrees that Paycor may use Personal Data that Paycor may collect or obtain in connection with the provision of Paycor Smart Sourcing. Access and use of Paycor Smart Sourcing involves Client's submission of and engagement with data and content which may include, information relating to an identified or identifiable individual ("Personal Data") and processing of such Personal Data by the Client and Paycor. If Client intends to process Personal Data of individuals located outside of the United States, Client shall advise Paycor of the categories of Personal Data (and types of data subjects) to be processed by Paycor in connection with Client's use of the Service and the jurisdictions from which such Personal data originates prior to the provision, use, or other processing of such Personal Data by using the process outlined in the Paycor DPA – Smart Sourcing <https://www.paycor.com/data-processing-addendums/>. The Paycor DPA - Smart Sourcing shall apply to the parties with respect to transfer and processing of Personal Data and is hereby incorporated by reference into this Agreement. Furthermore, Client shall enter into any other relevant agreements which Paycor believes necessary in order to comply with any law, regulation or judicial or governmental ruling.

27. Benefits Administration Services. Client shall be responsible for complying with the rules and requirements of all health care plans, flexible spending accounts, health savings accounts, and other benefit plans offered by Client to its employees. If Client subscribes to Paycor's benefits administration services ("Benefits Administration Services"), Client: (i) consents to data transmissions by Paycor to and from bswift, LLC, (ii) will review any and all reports received from Client's health insurance carriers and fund managers including, without limitation, error reports, (iii) will fully cooperate with Paycor and Client's health insurance carriers and fund managers to resolve all error reports, and (iv) will use the Services to document, update, and correct health information of Client's employees as the sole source of data transmitted by Paycor in connection with the Benefits Administration Services. It is Client's responsibility to verify the accuracy and completeness of all health information maintained in the Services and supplied to Paycor in connection with the Benefits Administration Services.

28. The Work Number Services. The Work Number service (the "The Work Number Service") is a service that provides subscribing employers with an automated method of providing employment and income verifications to authorized third parties. If Client subscribes to The Work Number Service, it consents to data transmissions between Paycor and the third-party Paycor, TALX Corporation, a wholly owned subsidiary of Equifax, Inc., and a Paycor of Equifax Workforce Solutions. By subscribing to The Work Number Services, Client agrees to allow TALX Corporation to act on the behalf of the Client when working with an authorized third party ("Verifier") making a request with a federal Fair Credit Reporting Act ("FCRA") permissible purpose to verify employment and/or income information ("Employment Data") in connection with The Work Number Service. The type of Employment Data that may be exchanged under The Work Number Service may be found at <https://www.paycor.com/wp-content/uploads/2021/12/The-Work-Number-Employment-Data-List.pdf>. Client authorizes Paycor to transmit Employment Data entered into the Services to TALX Corporation on behalf of Client in order to furnish TALX Corporation with the data needed to provide The Work Number Service. As the furnisher, Client further agrees to comply with its obligations as a furnisher as defined in FCRA and as set forth in the NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA which may be found at <https://www.paycor.com/wp-content/uploads/2021/12/The-Work-Number-Notice-to-Furnisher-of-Information.pdf>.

29. Consulting Services. Paycor offers consulting services to assist Clients in configuring the Paycor Services or connecting to or building custom integrations (“Consulting Services”). Any agreed upon Consulting Services requested by Client will be set forth in an Order or SOW, which shall be subject to this Agreement. Consulting Services shall be charged at the rates as set forth in an SOW or, if no such rates detailed, at Paycor’s then-current rates when the Consulting Services are performed. Unless otherwise expressly agreed to by Paycor, Paycor shall perform any Consulting Services at Paycor facilities. In conjunction with the Consulting Services, Client shall provide Paycor with remote access to necessary Client systems and appropriate access levels. Paycor shall use commercially reasonable efforts to meet contractual deadlines but will not be liable if any Consulting Services exceed the projected timeline set forth on the related SOW as a result of factors outside of Paycor’s control, including unanticipated changes in project scope or complexity.

30. Sandbox Service. Client acknowledges that the Sandbox is a test and training environment that may only be used for Client’s internal testing and training purposes. Client should not add any personal information including SSN and DOB in the Sandbox. Client is obligated to maintain and update the data in its live production environment and Paycor will not provide Services based upon modifications made or data entered into the Sandbox environment. All Client obligations regarding data as set forth in this Agreement remain unchanged.

31. General Provisions

31.1 Independent Contractor. This Agreement establishes an independent contractor relationship only, by which Paycor will perform the Services for Client. It is not intended as, and may not be construed to establish, a partnership, joint venture, agency, or master/servant relationship between Paycor and Client.

31.2 Linked Sites. Paycor’s website may contain links to third-party web sites or services that are not owned or controlled by Paycor (“Linked Sites”). These links are provided for Client’s convenience or to assist in the functionality of the Paycor’s website, and do not imply an endorsement of the Linked Sites by Paycor or any association with its operators. Paycor has no control over, and assumes no responsibility for, the content, privacy policies, or practices of the Linked Sites. Client further acknowledges and agrees that Paycor shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any Linked Sites.

31.3 Telephone Conversations. Client acknowledges and agrees that any telephone conversations between representatives of Paycor and Client may be recorded by Paycor for training purposes.

31.4 Agent. Except as specifically stated herein, Paycor is not an agent of Client except where required for (i) federal, state, and local payroll tax deposits, filings, and correspondence; (ii) the limited purposes of transferring enrollment related data; and (iii) the purposes of any unclaimed property act. For the purpose of any unclaimed property act, Paycor shall be deemed to hold property as Client’s agent for Client alone and Client shall be deemed to be the holder of property insofar as the interest of any other person and the property is concerned. Should an agency relationship be found to exist, it will automatically terminate (except for the purpose of any unclaimed property act) upon return to Paycor of any check or pre-authorized charge of Client for insufficient or uncollected funds.

31.5 Severability. If any provision of this Agreement or any portion thereof is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of this Agreement will not in any way be affected or impaired.

31.6 Assignment. This Agreement may not be assigned by Client without prior written consent of Paycor, and any assignment made without such consent is null and void.

31.7 Governing Law and Inducement. This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio (without regard to principles of conflict of laws), including the application of any applicable statutes of limitations. Any action, suit or proceeding brought by any party with respect to, or to enforce the terms of this Agreement, shall be brought by such party exclusively in the courts of the State of Ohio located in Hamilton County, Ohio, or in the courts of the United States for the Southern District of Ohio, Western Division. Each party hereby agrees that the courts are proper personal jurisdictions and venues and are convenient for the parties and the resolution of disputes between them. Each party forever waives and forfeits, and agrees not to pursue, any defense for lack of personal jurisdiction, lack of venue, or forum non conveniens to an action filed in the courts. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH ANY AGREEMENT. EACH PARTY HERETO (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED HEREIN.

All claims and disputes will be determined on an individual basis and not on a class or collective basis. Only individual relief is available and claims of more than one Client or User cannot be consolidated with those of any other Client or User.

31.8 Waiver. A waiver by either Party of its rights hereunder is not binding unless contained in a writing signed by an authorized representative of the Party waiving its rights. The non-enforcement or waiver of any provision on one occasion does not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing.

31.9 Conflict of Terms. In the event of a conflict between the terms of an Order and these Terms, these Terms shall prevail, unless the Order contains provisions that explicitly supersede these Terms. In the event of a conflict between any Supplemental Agreement and these Terms, the Supplemental Agreement shall prevail and govern. In the event of a conflict between any SOW and these Terms, the SOW shall prevail and govern with respect to the Consulting Services set forth in such SOW.

31.10 Force Majeure. Other than the Client's obligation to pay amounts owed, any Party hereto will be excused from performance under this Agreement for any period of time that the Party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond such Party's reasonable control. Both Parties will use reasonable efforts to mitigate the effect of a force majeure event.

31.11 Entire Agreement. This Agreement constitutes the entire understanding of the parties, and supersedes all prior agreements between the parties, whether oral or written.

31.12 Non-Hire. During the term of this Agreement, Client shall not solicit the employment of any Paycor employee who has been involved in furnishing Paycor Services hereunder. Nothing contained in this Section, however, shall prohibit Client from hiring any Paycor employee who responds to a general advertisement for employment, provided Client did not initiate contact with the employee or otherwise alert the employee to the advertisement.

31.13 No Publicity. Client may not use Paycor's name(s) or trademark(s) in any marketing, publication, advertising, training, phishing, or similar activity without Paycor's prior written consent, which may be withheld in Paycor's discretion.

31.14 Survival. Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive.

31.15 Electronic Signatures. EACH PARTY AGREES TO THE USE OF ELECTRONIC SIGNATURES FOR, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SERVICES. Further, each Party hereby waives any rights or requirements under any applicable statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

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