

## REFERRAL AGREEMENT

This Referral Agreement (“**Agreement**”) is made as of the date (“**Effective Date**”) as reflected in the deal terms (“**Deal Terms**”), by and between **PAYCOR, INC.**, a Delaware corporation (“**Paycor**”) with its principal office located at 4811 Montgomery Rd., Cincinnati, Ohio 45212, and the partner signing the Deal Terms (“**Partner**”). Partner and Paycor are sometimes referred to herein collectively as the “parties,” and individually as a “party.”

### RECITALS

**WHEREAS**, Paycor is in the business of providing payroll processing services, payroll tax filing services, human resource information systems, time and attendance solutions, and related services (the “**Paycor Services**”);

**WHEREAS**, Partner is in the business of providing services as described in the Deal Terms (the “**Partner Services**”); and

**WHEREAS**, Each party desires to enter into a promotional relationship regarding the other party’s services to its own prospects, customers, and other businesses with which the parties maintain relationships (collectively, the “**Customer Base**”) on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Term of Agreement.** The initial term of this Agreement (the “**Initial Term**”) shall commence on the Effective Date and shall continue for one (1) year unless earlier terminated in accordance with its terms. Thereafter, this Agreement shall automatically renew for one (1) year terms (each, a “**Renewal Term**,” and, collectively, the “**Renewal Terms**”) on each anniversary of the Effective Date unless either party provides written notice to the other party of its desire not to renew this Agreement at least thirty (30) days prior to the expiration of the Initial Term or a Renewal Term, as the case may be. The Initial Term and the Renewal Terms (if applicable) are collectively referred to herein as the “**Term**.” This provision is subject to the Term as defined in the Deal Terms.
2. **Referral for Services.** During the Term of this Agreement, each party may refer customers from its Customer Base to the other party relating to the provision of Paycor Services or Partner Services (as applicable) (in each case, the party providing such referral is referred to as the “**Referring Party**,” and the party receiving such referral is referred to as the “**Performing Party**”). In the event that Referring Party determines that an entity within its Customer Base is interested in other party’s services, Referring Party may submit a lead to Performing Party (as described in Section 2(a), below) regarding such prospect or customer (each, a “**Referral**”) to enable Performing Party to contact the Referral in an attempt to sell its services.
  - a. **Submission of Leads:** (1) **To Paycor.** In order to qualify for the Partner Revenue Share for any Referral, Partner must submit such Referral through the unique link that Paycor will provide and that may be amended from time to time; (2) **To Partner:** Paycor will email Partner with detailed lead information.
  - b. **Acceptance of Leads.** Following Referring Party’s submission of a Referral, Performing Party will review the Referral to determine whether to accept or reject the Referral and will provide Referring Party with notification thereof. Referrals shall be accepted or rejected in Performing Party’s sole discretion.

- c. **Conversion of Referral to Customer.** If Performing Party signs a written agreement for the provision of its services (“**Customer Agreement**”), then the Referral shall be converted to a customer of Performing Party (“**Performing Party Customer**”). Any customer of either Party that is converted into a Performing Party Customer shall also be referred to in this Agreement as a (“**Mutual Customer**”).
3. **Performing Party to Contact Referrals.** During the Term of this Agreement, Performing Party agrees to use such efforts as it determines, in its sole discretion, to be reasonable in order to contact each Referral on a timely basis and to convert each such Referral into a Performing Party Customer. The method of contacting and following up with Referrals will be determined in Performing Party’s sole discretion.
4. **Exclusivity.** If the Deal Terms reflect that this relationship is exclusive, then that party shall not make referrals to other parties providing the same or similar services as Paycor or Partner, as applicable. If the Deal Terms are not marked as exclusive, then Paycor and Partner agree that the relationship described herein is not exclusive, and either party may make referrals to other parties providing the same or similar services as Paycor or Partner, as applicable.
5. **Revenue Share.** Performing Party shall pay Referring Party a quarterly revenue share equal to Ten Percent (10%) of the Gross Revenues collected by Performing Party from each Performing Party Customer for the twelve (12) months following the Effective Date of such Performing Party Customer Agreement (“**Revenue Share**”).
- a. **Revenue Share Report; Payment.** Within thirty (30) days of the last day of each month, or Forty-Five (45) days of the last day of each quarter, that Performing Party collects Gross Revenues from a Performing Party Customer, Performing Party shall pay to Referring Party the Revenue Share attributable to such relevant period. Partner shall submit a report to Paycor in the form attached to the Deal Terms that identifies each Partner Customer from which Partner collected revenue in such applicable month, the Gross Revenues attributable to each such Partner Customer in said month and calculates the Paycor Revenue Share (the “**Revenue Share Report**”). Together with each such Revenue Share Report, Partner shall pay to Paycor the Paycor Revenue Share attributable to the Gross Revenues included in such Revenue Share Report.
- b. “**Gross Revenues**” shall mean the monthly recurring revenue collected from a Performing Party Customer without deduction for cost of goods sold or any other expenses, provided that Gross Revenues shall not include: (i) sales taxes or any other similar taxes or charges collected from a Performing Party Customer that must be remitted in whole to a governmental agency; (ii) amounts refunded or discounted to the Performing Party Customer in good faith and without the intent of circumventing the revenue share payable to Referring Party under this Agreement; or (iii) fees related to the implementation of Performing Party Services for a Performing Party Customer.
6. **Payment.** Performing Party shall remit the Revenue Share to Referring Party via wire (pursuant to instructions provided by Referring Party), check, or other method of immediately available funds.
7. **Joint Marketing and Selling Activities.** Partner and Paycor may agree to conduct certain joint marketing and selling activities, which includes but is not limited to creation and use of co-branded marketing materials and participation in sponsored conferences and events. Neither party shall use or publicly display the other party’s logos, trademarks, or trade names (“Marks”) without the prior written consent of the other party. Notwithstanding the foregoing, Paycor may use Partner’s Marks solely to identify Partner as a partner in connection with certain marketing initiatives including but not limited to use on Paycor’s website

(Paycor.com), in marketing materials, promotions, digital campaigns, and exhibits. Any other use by Paycor of Partner's Marks shall require the prior written consent of Partner.

8. **Marketplace.** Paycor has an established online marketplace ("**Marketplace**") wherein Paycor's clients may request information about services provided by the companies listed in the Marketplace. ("**Marketplace Partners**"). Partner desires to be a Marketplace Partner.

9. **Integration of Services.**

- a. The parties have certain Mutual Customers. The Mutual Customers have authorized the parties to share certain customer data in connection with the Performing Party Services. Such data may be made available to the other party, which may be made in accordance with the API License Agreement attached as **Exhibits A**, respectively, which are hereby incorporated into and made part of this Agreement.
- b. **Data Use.** Each party represents and warrants to the other party that, during the term of this Agreement, it has a written agreement in place with each Mutual Customer whose data Referring Party is making available to Performing Party under this Agreement ("**Mutual Customer Data**"), and covenant that it will keep it in effect for so long as the Mutual Customer Data is being made so available, that provides that the Mutual Customer Data may be used for the purposes set forth in this Agreement. Each party shall abide by the confidentiality, data privacy and security agreements and policies that it has in effect with each Mutual Customer. Upon request, a party shall provide reasonable documentation in support of its written agreement with the Mutual Customer. Should either party be notified by a Mutual Customer that the Mutual Customer is has or intends to withdraw its consent for the exchange of such Customer Data, the party will promptly notify the other party.

Unless otherwise agreed by the parties in writing, each party shall be solely responsible for the sale of its software, products and/or services and for providing support and maintenance for its respective services, products, and/or software to its own Mutual Customers in accordance with the terms and provisions of each party's agreement with such Mutual Customer.

- c. **Information Security and Privacy.** Partner agrees to comply with all provisions of the Data Security Addendum available at: <https://paycor.imgix.net/documents/Paycor+DSA.pdf>, and the Paycor Data Processing Addendum available at: [https://paycor.imgix.net/ample\\_admin/attachments/files/000/030/276/original/Vendor+DPA.pdf](https://paycor.imgix.net/ample_admin/attachments/files/000/030/276/original/Vendor+DPA.pdf) which are hereby incorporated into and made part of this Agreement, as may be amended by Paycor from time-to-time in its discretion.
10. **Non-Solicitation.** During the Term of this Agreement and for a period of one (1) year thereafter, Referring Party shall not, either directly or indirectly, without the prior written consent of Performing Party, solicit or otherwise encourage any Performing Party Customers referred to Performing Party by Referring Party during the Term of this Agreement, to use any services included in the definition of Performing Party Services from any person or entity other than Performing Party.
11. **Confidentiality.** Each party shall maintain in confidence all Confidential Information (as defined below) disclosed by the other party. Any party disclosing Confidential Information shall be known as the "**Disclosing Party**" and any party receiving said Confidential Information shall be known as the "**Receiving Party**." Without the prior written consent of the Disclosing Party, no Receiving Party shall use, disclose or grant use of such Confidential Information except as expressly authorized by this Agreement. No

Receiving Party shall disclose any part of the Confidential Information to any third party, other than its employees or authorized advisers solely for the purpose of performing its obligations under this Agreement. Each Receiving Party shall maintain the Confidential Information in strict confidence and exercise all necessary and appropriate precautions to prevent disclosure of the Confidential Information to any person except as specifically authorized herein. Each Receiving Party shall promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Confidential Information. Notwithstanding the foregoing, each Receiving Party may disclose the Confidential Information to the extent such disclosure is required to comply with applicable governmental regulations or applicable law; provided that, if such Receiving Party is required to make any such disclosure of the Confidential Information, it shall give reasonable advance notice to the Disclosing Party of such disclosure requirement and shall use its best efforts to secure confidential treatment of the Confidential Information required to be disclosed.

- a. **“Confidential Information”** shall mean any information, knowledge or data with respect to the Disclosing Party’s business, services, trade secrets, technologies, systems, customers, and sales, marketing and service methods, including but not limited to, the Disclosing Party’s financial information, information relating to past, present or prospective customers, information belonging to the Disclosing Party’s customers, and information of another person or entity which the Disclosing Party is legally obligated to keep confidential. All of the foregoing information, whether oral or written, together with analyses, compilations, studies, notes of conversations, or other documents prepared for or by the Disclosing Party or the Receiving Party that contain or otherwise reflect Confidential Information, is also included within the term Confidential Information. Confidential Information shall not include information that: (i) is or becomes generally available to the public other than as a result of disclosure, directly or indirectly, by the Receiving Party; (ii) is obtained by Receiving Party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (iii) Receiving Party establishes by documentary evidence was in Receiving Party’s possession prior to Disclosing Party’s disclosure; or (iv) Receiving Party establishes by documentary evidence was or is independently developed by Receiving Party without using any Confidential Information.

Upon the termination or expiration of this Agreement or upon the written request of the Disclosing Party, the Receiving Party shall immediately: (a) return to the Disclosing Party all Confidential Information and all copies and abstracts thereof; or (b) destroy all such Confidential Information. The Receiving Party shall certify in writing to the Disclosing Party that the Receiving Party does not retain original copies or abstracts of any Confidential Information or has destroyed all such Confidential Information.

- b. **Ownership Rights.** Each party hereby acknowledges and agrees that the Disclosing Party shall retain all ownership rights in and to all of such Disclosing Party’s Confidential Information, and nothing contained herein or in any disclosure of Confidential Information shall be construed to grant the Receiving Party any license or other rights in or to any such Confidential Information.
- c. **Securities Laws.** Partner hereby acknowledges that the Confidential Information may include material non-public information. Partner acknowledges that it is aware that the United States securities laws prohibit any individual who has received from the issuer of securities material non-public information concerning the matters that are the subject of this Agreement from purchasing or selling any securities of such issuer or from communicating such information to any other individual when it is reasonably foreseeable that such other individual is likely to purchase or sell such securities in reliance upon such information.

## **12. Representations, Warranties and Covenants.**

- a. Partner and Paycor each represents, warrants, and covenants that it shall comply with all applicable laws, governmental regulations, ordinances, and judicial administrative orders applicable to its business, including, but not limited to, trademark and copyright laws, ICANN policies and procedures governing domain names, the United States Foreign Corrupt Practices Act, 15 U.S.C. § 78dd-1, et seq. and applicable export control laws or regulations and shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to the other party, their service offerings, or their clients or customers.
- b. Neither party shall make any representations or warranties regarding the capabilities, performance, or compatibility of the other party's products or services. With regard to the other party's products and services, each party shall not make any: (i) false or misleading representations; or (ii) disparaging remarks or derogatory statements or comments.

### **13. Responsibilities of the Parties**

- a. Each party shall comply with its respective privacy policies and applicable regulations in handling, using, and disclosing its own customer information. Each party will employ commercially reasonable safeguards to protect its own customer information from loss, misuse and unauthorized alteration during its storage, processing and transmission, including the use of commercially available computer security products, as well as industry standard procedures and practices for its own customer data and will be responsible for liability that results from any such loss, misuse, or unauthorized alteration while in its possession.
- b. Each party shall be fully responsible and liable for all claims, actions and damages incurred as a result of, or arising out of that party's products or services, and any acts or omissions of that party, its employees, personnel, subcontractors, and agents with regard thereto, including but not limited to collection, storage and aggregation of data, personally identifiable information, sensitive demographic information or other information of its own customers and prospective employees, all to the extent provided for and in accordance with the terms and provisions of such party's agreement with its own customer. The parties agree that this Agreement does not create any rights, claims or benefits inuring to any person that is not a party to this Agreement nor create or establish any third-party beneficiary to this Agreement.
- c. Partner acknowledges and agrees that it may be necessary for Partner to enter into a data processing agreement ("DPA") with each Partner Customer in order to perform the Partner Services. Partner shall be solely responsible for entering into any DPA that is necessary to comply with General Data Protection Regulations and/or any other data security laws related to Partner's performance of the Partner Services for Partner Customers.

**14. Irreparable Harm.** Each party hereby acknowledges and agrees that: (i) all covenants in this Agreement constitute an integral part of this Agreement; (ii) the other party hereto will suffer irreparable harm in the event that such party fails to comply with any of its obligations hereunder; and (iii) monetary damages will be inadequate to compensate the other party in the event of a breach by a party of its obligations hereunder. Accordingly, in addition to any other remedies available to it at law or in equity, each party will be entitled to seek temporary, preliminary, and permanent injunctive relief to enforce the terms of this Agreement.

**15. Indemnification.** Partner shall defend, indemnify and hold harmless Paycor, its affiliates and, if applicable, their respective directors, officers, employees, representatives and agents, and each of the successors and assigns of any of the foregoing (each a "Indemnitee") from and against any third-party claims, suits or proceedings ("Claim") and any costs or expenses (including, without limitation, reasonable attorneys' fees, investigation costs and remediation costs), judgments, fines, losses, liabilities, damages and assessments of

any nature (“**Losses**”) that arise out of, result from or relate to (i) a material breach of any representation or warranty of Partner under this Agreement; (ii) a material failure by Partner to perform any covenant or agreement under this Agreement; (iii) a claim by any Partner customer related to Partner’s services, or (iv) any violation by Partner of any third party’s intellectual property rights.

**16. Limitation of Liability.** To the maximum extent permissible under applicable law, each party agrees that any liability on the part of either party, arising out of performance or non-performance of this Agreement shall be limited to direct damages and shall not exceed the greater of: (a) the aggregate amount paid by Performing Party to Referring Party under this Agreement in the twelve (12) months preceding the date that the relevant claim arose, or (b) \$50,000.00. This limitation shall not apply to: (i) any claims arising from either party’s intentional or willful misconduct; or (ii) any breach of obligations of confidentiality. NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY HERETO BE LIABLE FOR ANY SPECULATIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING FROM ANY BREACH OF ANY REPRESENTATION OR WARRANTY BY SUCH PARTY UNDER THIS AGREEMENT OR ANY FAILURE BY SUCH PARTY TO PERFORM ANY COVENANT OR AGREEMENT UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, ANY OUTSTANDING REVENUE SHARE OWED BY PERFORMING PARTY TO REFERRING PARTY SHALL NOT BE SUBJECT TO THIS LIMITATION OF LIABILITY.

**17. Termination.**

- a. Termination for Default. If a party is in default under this Agreement, the other party may terminate this Agreement immediately upon notice to the defaulting party. A party shall be in default under this Agreement if it breaches any material term, condition or agreement set forth herein, it is notified in writing of such breach and such breach is not cured, to the reasonable satisfaction of the non-breaching party, within fifteen (15) days of the breaching party’s receipt of notice from the non-breaching party.
- b. Termination for Convenience. Either party may terminate this Agreement for any reason by providing at least one hundred twenty (120) days advance written notice to the other party hereto.

**18. Non-Circumvention.** During the Term of this Agreement, Performing Party agrees that neither it, nor its employees, agents, subsidiaries, affiliates, shareholders, officers, directors, or members shall, directly or indirectly, solicit, divert, communicate with, and/or accept business from a Referral for the purpose of circumventing this Agreement and the Revenue Share owed hereunder. For clarification purposes, this Section shall not apply to, or restrict Performing Party’s ability to communicate with Referrals as necessary to provide services to such Referrals in accordance with this Agreement.

**19. Notices.** All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be deemed duly given three (3) days after being mailed by registered mail, postage prepaid, return receipt requested, or when delivered by Federal Express or similar overnight delivery service, or if delivered personally, or if sent by email, at the addresses set forth below or at such other addresses as the parties designate from time to time.

If to Paycor:	Paycor, Inc. 4811 Montgomery Rd. Cincinnati, Ohio 45212 Attn: Legal Department Email: <a href="mailto:legal@Paycor.com">legal@Paycor.com</a>
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If to Partner:

As provided in the Deal Terms

**20. Insurance.** Partner shall procure and maintain, at Partner's sole cost and expense, at all times during the Term of the Agreement and for a period of three (3) years thereafter, the minimum insurance listed below. Such insurance and required coverage will be maintained with a carrier having an AM Best's Insurance Guide Rating of A- and Class VIII or better.

- a. Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which policy will include products-completed operations, bodily injury, personal injury, advertising liability, property damage and contractual liability coverage.
- b. Automobile Liability with limits of no less than \$1,000,000 per occurrence providing liability for non-owned and hired automobile, for claims of bodily injury and third party-property damage arising from the ownership, maintenance or use of all motor vehicles used in the performance of the Services under the Agreement.
- c. Workers' Compensation Insurance as prescribed by the law(s) of the jurisdiction(s) in which the Services are performed with the greater of statutory limits or at least \$1,000,000 each accident or disease, including coverage for leased or borrowed workers, and Employer's Liability insurance for employers in monopolistic states receiving coverage through a state fund if applicable.
- d. Umbrella Liability policy providing additional limits excess of Employer's Liability, General Liability, and Automobile Liability policies with an annual Aggregate Limit of no less than \$5,000,000.
- e. Crime Insurance with limits of not less than \$5,000,000 if Partner will be on premises at one of Paycor's physical locations or is providing financial services to Paycor in the course of performance of the Agreement.
- f. Errors & Omissions/Professional Liability covering claims arising out of the performance of Services including but not limited to coverage for all acts, errors, omissions, misstatement or misleading statement, negligence, infringement of intellectual property, wrongful disclosure of information as well as notification costs and regulatory defense with limits of at least \$5,000,000 per claim and \$5,000,000 in the annual aggregate.
- g. Cyber Liability including, but not limited to, insurance for data breach or introduction of virus or malicious code, third party liabilities and all first party costs necessary to appropriately respond to a network breach or wrongful disclosure of data or information, including without limitation the costs of notification, forensics, credit monitoring, and legal and public relations services, with limits of not less than \$5,000,000 per claim and \$5,000,000 in the annual aggregate. Third party cyber liability insurance may be provided under a Technology Errors and Omissions/Professional Liability policy; provided, however, that the limits required below for such insurance must be maintained in addition to the limits required for Cyber Liability insurance.
- h. Partner shall provide Paycor with authorization to acquire a certificate of insurance from Partner's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Paycor as an additional insured on a primary and non-contributory basis to the General Liability policy for claims caused by Partner's negligence in its performance of this Agreement and subject to indemnity as required by law. Partner shall provide Paycor with thirty (30) days' prior written notice in the event of a cancellation or material change in Partner's insurance policy. Except

where prohibited by law, Partner shall require its insurer to waive all rights of subrogation against Paycor's insurers and Paycor or any Paycor indemnified parties. Partner shall provide evidence for all required endorsements. Blanket endorsements are acceptable. If Partner at any time refuses to maintain or deliver evidence of the insurance required herein within thirty (30) days of the request, Paycor will have the right to withhold payment for the products or services contemplated under this Agreement.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall be deemed but one and the same instrument.
22. **Survival.** The obligations, agreements and covenants which are intended by their nature to survive termination or expiration of this Agreement shall survive the expiration or termination of this Agreement for any reason.
23. **Force Majeure.** Neither party will be liable or in default or otherwise responsible for delays or failures in performance to the extent resulting from acts of God; acts of war or civil disturbance; epidemics; governmental action or inaction; fires; earthquakes, unavailability of labor, materials, power, or communication; or other causes beyond that party's reasonable control.
24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York. Any legal suit, action, or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York, in each case located in Monroe County, New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or forum non conveniens. Service of process, summons, notice, or other document by mail to such party's address set out herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.
25. **Severability.** All provisions of this Agreement are intended to be severable and constitute separate and distinct covenants. In the event any term, provision or restriction is held to be illegal, invalid or unenforceable in any respect, such finding shall in no way affect the legality, validity or enforceability of any other provision of this Agreement. The parties agree that any such unenforceable term, provision or restriction shall be deemed modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.
26. **Amendment; Waiver.** This Agreement may be amended, modified or supplemented at any time only by written agreement of Partner and Paycor. No term or provision hereof applicable to Partner shall be deemed waived and no breach by Partner excused unless the waiver or consent shall be in a writing signed by Paycor. No term or provision hereof applicable to Paycor shall be deemed waived and no breach by Paycor excused unless the waiver or consent shall be in a writing signed by Partner. Any waiver or failure to insist upon strict compliance with any term or provision by any party hereto shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to comply.
27. **Binding Effect; Assignment.** This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Except as specifically provided for herein, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, by Partner without the prior written consent of Paycor. For purposes of this Agreement, an assignment by Partner shall include: (i) the consummation of a



reorganization, merger or consolidation, or a sale or other disposition of all or substantially all of the assets of Partner; (ii) the transfer of more than fifty percent (50%) of the equity interests in Partner in one or more related transactions; or (iii) any transfer of equity interests in Partner to a competitor of Paycor.

28. **No Partnership or Joint Venture.** Paycor and Partner agree that each is acting independently of the other, that neither is an employee or agent of the other, and that they are not a joint venture. Neither party shall hold itself out or represent that it is an employee or agent of the other or that it has formed a joint venture with the other.
29. **No Third-Party Beneficiaries.** This Agreement does not create any rights, claims or benefits inuring to any person that is not a party hereto nor create or establish any third-party beneficiary hereto.
30. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and no other representations, promises, agreements or understandings regarding such subject matter shall be of any force or effect unless in writing, executed by the party to be bound and dated on or subsequent to the Effective Date.

Intending to be legally bound, the parties have executed this Agreement as of the Effective Date of the Deal Terms.

**EXHIBIT A**  
**API LICENSE AGREEMENT**

THIS API LICENSE AGREEMENT (“License Agreement”) is made by and between Paycor, Inc., and its affiliates (“Paycor”), and the person or entity (collectively “you” or “your” or “I” or “User”) that accepts this License Agreement of the Paycor application program interface (API), any sample code or scripts (“Sample Code”) and any related documentation that are provided or made available by Paycor for use with the API (the API, Sample Code and related documentation are collectively referred to as the “API”).

You and Paycor may also enter into a separate partnership agreement (“Partnership Agreement”) with Paycor that applies to a particular arrangement with respect to your license and use of the API and services you may provide to Paycor and/or Paycor may provide to you. Any Partnership Agreement properly executed by authorized representatives of both parties shall be made part hereof by reference. If there is a conflict between the terms of this License Agreement and the terms of the Partnership Agreement, the terms of the Partnership Agreement shall control for that conflict.

1. **Grant of License.** Subject to and conditioned on your compliance with the provisions contained herein, Paycor hereby grants to you, during the License Term (as defined in Section 4 hereof), a limited, revocable, non-exclusive, non-transferable license (without the right to sublicense) to (i) use the API components to develop and implement applications to assist you to access and use various Paycor services (the “API Applications”); (ii) to use, copy and modify any Sample Code provided as part of the API for the sole purposes of designing, developing, and testing the API Applications; and (iii) access and/or use the API as required to connect to the API Applications. You must register the API Applications with Paycor. Subject to Section 9(b) herein, you may make copies of and make the API Applications available to our mutual clients for the purpose of accessing and using the Paycor services on behalf of clients who grant Paycor permission to provide you access to their client data. You acknowledge that there are no implied licenses granted under this License Agreement. Paycor reserves all rights that are not expressly granted. You may not use the API or API components for any other purpose without Paycor’s prior written consent. The parties may make available, and that party grants a limited, nonexclusive, revocable, non-sublicensable and non-transferable license to use, a sandbox account for the API Applications containing dummy data in order to facilitate API testing.
2. **Use Restrictions.** You agree not to remove, alter or destroy any copyright notices, other proprietary markings or confidentiality legends placed upon or contained within the API components. You may not use, copy, modify, display, rent, lease, loan, transfer, distribute, download, merge, make any translation or derivative work or otherwise deal with the API, except as expressly provided in this License Agreement. You may not combine or integrate the API components with any software, technology, services, or materials not authorized by Paycor. You may not design or permit the API Applications to disable, override, or otherwise interfere with any Paycor-implemented communications to end Users, consent screens, User settings, alerts, warnings, or the like unless for a purpose expressly permitted by Paycor. In no event may you cause or permit the disassembly, reverse compilation or other decoding of any portion of the API that is provided in object code only format, or otherwise attempt to obtain, derive or modify the

source code or architecture of such portions of the API; provided, however, that the foregoing restriction is not intended to apply to Sample Code specifically provided for the purpose of modification and inclusion in the API Applications. You may not use the API in violation of any applicable law or to distribute content or links to content that Paycor reasonably believes:

- a. Constitutes, depicts, fosters, promotes or relates in any manner to pornography or the marketing of pornographic materials;
  - b. Is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
  - c. Is defamatory, intended to harass or threaten or violates a person's privacy;
  - d. Creates a risk to public safety or health in general or to any individual's safety or health;
  - e. Improperly exposes trade secrets or other confidential or proprietary information of another person or company;
  - f. Is intended to assist others in defeating technical copyright protections;
  - g. Infringes a copyright in direct violation of the Digital Millennium Copyright Act ("DMCA") or any other similar legislation;
  - h. Infringes on another's patent, trade or service mark, trade secret or other property right; or
  - i. Is otherwise malicious or fraudulent.
3. **Support; Updates.** This License Agreement does not grant you any continuing right to receive version enhancement updates, or to a continuous availability of the API, or to any telephone support or other assistance. Limited product support and support resources may, however, be available for developers and/or Users. Paycor may revise or cease to provide the API, Sample Code or its or their functionality or any part thereof, or API support assistance, from time to time without notice. You acknowledge that Paycor may update or modify the API from time to time and at Paycor's sole discretion (in each instance, an "Update"), and may require you to use the most recent version of the API. Updates may adversely affect how the API Applications operate. You are required to make any changes to the API Applications that are required for integration as a result of such Update at your sole cost and expense. Your continued use of the API or API components following an Update constitutes binding acceptance of the Update. Partner shall provide written notice to Paycor at least thirty (30) days prior to implementing any breaking changes, deprecations, or material modifications to API endpoints critical to Paycor's integration; such notice shall describe the change, its impact, and any recommended remediation steps.
4. **Term and Termination.** The term of this License Agreement commences when you sign below and will continue in effect until terminated as set forth in this Section ("License Term"). Paycor may terminate or suspend the License Agreement and any rights granted herein in its sole discretion at any time and for any reason, by providing notice to you or by revoking access to the API. In addition, this License Agreement will terminate immediately and automatically at Paycor's sole discretion without any notice required if you violate any of the terms and conditions of this License Agreement and/or any Partnership Agreement. You may, at your election, terminate the License Agreement at any time by providing notice to Paycor and ceasing access to and use of the API. Upon termination of this License Agreement, all licenses and rights granted to you under this License Agreement will also terminate, and you must immediately destroy and permanently erase all copies of the API and the API components in your possession and not to make further use of the API or the API components without a special written license from Paycor. Termination will not limit any of Paycor's rights or remedies at law or in equity.

5. **Confidentiality.** “Confidential Information” means the API and all confidential and proprietary information transmitted to or from, stored on, or otherwise processed by the servers or other devices used in connection with the API. Confidential Information does not include information: (i) in the public domain at the time of delivery, (ii) subsequently published or otherwise made part of the public domain through no fault of the receiving party or its representatives, (iii) in the receiving party's possession at the time of disclosure, (iv) which becomes available to the receiving party on a non-confidential basis from a source not under an obligation of confidentiality to the disclosing party, or (v) information that is independently developed without reference to the Confidential Information, as evidenced by written records maintained in the ordinary course of business.
6. **No Warranty.** The API and any related support services are provided by Paycor on an “AS IS” “AS AVAILABLE” basis, without warranty of any kind, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. PAYCOR MAKES NO WARRANTY OF ANY KIND THAT THE API, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY’S SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. This disclaimer of warranty constitutes an essential part of this License Agreement.
7. **Limitation of Liability.** PAYCOR AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES, OR FOR LOST PROFITS OR LOST DATA OR COMPUTER FAILURE OR MALFUNCTION ARISING OUT OF THE USE OR INABILITY TO USE THE API OR ANY RELATED COMPONENT OR SERVICES SUPPLIED THEREWITH OR ANY FAILURE OR DELAY IN DELIVERING THE API OR RELATED COMPONENT OR SERVICES, EVEN IF PAYCOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This foregoing limitation of liability is in addition to and does not limit the additional liability limitations set forth in the Terms of Use.
8. **Indemnification.** You shall defend, indemnify and hold Paycor and its affiliates, respective officers, directors, employees, agents or suppliers, harmless from and against any and all costs, liabilities, judgments, actions, losses and expenses (including, but not limited to, reasonable attorneys' fees and fees of experts) (collectively, “Losses”) arising out of any threatened or actual claim, suit, action, arbitration or proceeding (collectively, “Claims”) by any third party arising out of or relating to (i) your use or misuse of the API; (ii) your breach of any representation, warranty, covenant, or obligation under this License Agreement or your violation of the law; (iii) the API Applications and/or any accidental, unlawful or unauthorized access to or use, destruction or alteration of the API resulting directly or indirectly from your API Applications; (iv) any content or data routed into or used with the API by you or those acting on your behalf; or (v) your fraud, gross negligence, or willful misconduct. In the event Paycor seeks indemnification or defense from you under this provision, Paycor will give you prompt written notice of the Claim. Your obligation

under this Section includes Claims arising out of acts or omissions by your employees, Users and any other person who gains access to the API as a result of your API Applications and/or failure to use reasonable security measures in connection with your use of the API. Paycor reserves the right, at its option and in its sole discretion, to assume full control of the defense of Claims with legal counsel of its choice. You may not enter into any third-party agreement that would, in any manner whatsoever, constitute an admission of fault by Paycor or bind Paycor in any manner, without Paycor's prior written consent. In the event Paycor assumes control of the defense of such Claim, Paycor will not settle any such claim requiring payment from you without your prior written approval.

9. **Ownership of Intellectual Property; Feedback; Licenses.**

- a. **Ownership of the API.** You acknowledge that, as between you and us, we own all right, title, and interest, including all intellectual property rights, in and to the API. You shall not modify any copyright notices, proprietary legends, or other indicia of ownership on the materials accessed through the API. You will use best efforts to safeguard the API (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. You will promptly notify us if you become aware of any infringement of any intellectual property rights relating to the API, and will fully cooperate with us in any legal action taken by us to enforce Paycor's intellectual property rights.
- b. **Ownership and Use of the API Applications.**
  1. Paycor acknowledges that you will be the sole and exclusive owner of all right, title, and interest in and to your contributions to the API Applications, and all proprietary rights associated therewith; provided, all such API Applications must be evaluated and approved by Paycor in writing prior to live production integration with the API. Paycor may monitor the performance of your API Applications and your use of the API Applications at all times during the term of this License Agreement, and Paycor may suspend or disable API Applications at any time in its discretion. You may only use the API Applications in connection with the provision of services to our mutual clients and you may not otherwise sell, lease, rent, loan, transfer, display, or distribute your API Applications to third parties without a special license from Paycor as set forth in a writing between you and Paycor.
  2. You grant to Paycor a perpetual, irrevocable, royalty free, transferable, world-wide license to use the API Applications, and any derivative works thereof, during the License Term. Except for your contributions to the API Applications, Paycor owns all right, title, and interest in the underlying applications, Paycor's modifications to the API Applications (if any), application documentation, interfaces and other software related to the integration of your API Applications with the API. Except to the limited extent granted herein, you acquire no right, title, or interest in any of the foregoing.
  3. Paycor may analyze your use of the API and API Applications and collect and compile data and information related to your use (the "Usage Data"). As between you and Paycor, all right, title, and interest in Usage Data, and all intellectual property rights therein, belong to and are retained solely by Paycor. You agree that Paycor may: (a) use Usage Data for the health of Paycor systems and to the extent and in the manner permitted under applicable law; (b) use and publicly display

Usage Data in marketing and other materials on an anonymized, aggregated or otherwise de-identified basis and (c) impose additional restrictions on your use of the API and/or API Applications as a result of its evaluation of your Usage Data.

- c. Further Actions. You shall, and shall cause employees, contractors, and agents to, take all appropriate action and execute and deliver all documents necessary or reasonably requested by Paycor to effectuate any of the provisions or purposes of Section 9(b) or otherwise as may be necessary or useful for Paycor to prosecute, register, perfect, record, or enforce its rights in or to any of its intellectual property described therein. You hereby appoint Paycor as your attorney-in-fact with full irrevocable power and authority to take any such actions and execute any such documents if you refuse, or within a period deemed reasonable by Paycor otherwise fails, to do so.
  - d. Feedback. If you or any of your employees, contractors, and agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the API, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“Feedback”), all such Feedback is and will be treated as non-confidential. Any intellectual property inherent in your Feedback or arising from your testing of the API shall be owned exclusively by Paycor. You hereby assign to us on your behalf, and on behalf of your employees, contractors, and agents, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.
  - e. Approved Third-Party Materials License. The API Applications may only include third-party materials (including, if applicable, any open source software) that you have identified and Paycor has approved in the Partnership Agreement or by prior written consent (such materials being “Approved Third-Party Materials”). You hereby grant, or prior to the delivery date for any deliverables shall procure for Paycor the grant of, rights to use the Approved Third-Party Materials to the same extent as if Paycor owned the Approved Third-Party Materials. All royalties, license fees, or other consideration payable in respect of such licenses are included in any fees specified in the Partnership Agreement. Any additional amounts shall be your sole responsibility.
10. **Notice of Claim and Filing of Suit**. You must present any claim in writing to Paycor within a reasonable time, and in no event longer than sixty (60) days after the event for which the claim is presented so as to permit the parties to attempt to resolve the claim. No action may be maintained against Paycor under this License Agreement, unless timely written claim has been given as provided above.
11. **Notices**. Any notices under this License Agreement will be sufficient if they comply with any notice provisions in the Partnership Agreement. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the API. You agree that any notices, agreements, disclosures or other communications that we sent to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

12. **Survival.** The provisions of Sections 2, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, and 18, shall survive any termination or expiration of this License Agreement.
13. **Modification; Authority; Assignment.** Paycor may modify any aspect of this License Agreement from time to time, with or without notice to you. If you do not agree to the modified License, you must discontinue your access to and use of the API and your use of API Applications with the API. Your continued access to or use of the API and API Applications constitutes your acceptance of the modified License. You represent and warrant that you have the right, power, and authority to enter into this License Agreement. If you are licensing the API on behalf of an entity, you represent and warrant that you have authority to bind that entity to the License Agreement and by accepting the terms of the License Agreement, you are doing so on behalf of that entity (and all references to “you,” “your,” and “I” in the License refer to that entity). This License Agreement binds any of your authorized Users, as well as your successors and permitted assigns. This License is personal to you and may not be assigned or transferred for any reason whatsoever without Paycor’s prior written consent, and any action or conduct in violation of the foregoing will be void and without effect. Paycor expressly reserves the right to assign this License Agreement and to delegate any of its obligations hereunder.
14. **Governing Law; Jurisdiction.** This License Agreement is governed by the laws of the State of New York, excluding conflicts of laws principles that would result in application of the laws of any other jurisdiction. You hereby submit to the exclusive jurisdiction of the federal and state courts of the State of New York; provided, however, that Paycor shall have the right to institute judicial proceedings against you or anyone acting by, through or under you, in other jurisdictions in order to enforce Paycor's rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief.
15. **Export.** You agree to abide by U.S. and other applicable export control laws and not to export, re-export or otherwise transfer, by electronic transmission or otherwise, any API component and/or API Application subject to restrictions under such laws to a national destination prohibited under such laws or to any person to whom exports, re-exports or transfers are prohibited under such laws, without first obtaining, and then complying with, any requisite government authorization.
16. **Security.** You shall implement all necessary security measures in order to protect your API Application and the data transmitted through the API against the risk of penetration by, or exposure to, a third party via any system or feature utilized by you, and take all necessary actions to prevent any harm to Paycor’s computer systems, networks, and databases. Additionally, you represent and warrant that at all times you will screen API Applications for the purpose of avoiding the introduction of viruses, worms, time-bombs, disabling features, tracking devices, trap doors, or other code (hereinafter the “Harmful Code”) which are designed (a) to permit access to or use by third parties of the API and/or Paycor’s computers systems, networks, or databases, (b) to disable or damage hardware, or damage, erase, or delay access to the API and/or Paycor’s computer systems, networks, or databases, (c) to damage, destroy, or alter the API; and/or (d) to reveal, damage, destroy, or alter any information accessed through the API, API Applications, or maintained by Paycor. You shall immediately advise Paycor upon reasonable suspicion or actual knowledge of such Harmful Code affecting Paycor, the API, and/or the API Applications. You agree that Paycor User IDs used to authenticate access to the API must be kept secret and confidential, and under no circumstances be exposed to the public. In the event that Paycor, in its sole discretion, determines that Paycor User IDs have been compromised (or are at risk of

compromise), Paycor reserves the right to immediately terminate access associated with such User IDs and/or issue a new Paycor User ID.

17. **Publicity and Branding Guidelines.**

- a. Paycor may use your name and logo(s) in connection with your use of the API, on Paycor's website, and in any marketing materials upon your approval, which is not to be unreasonably withheld. So that Paycor may use your name and logo(s) as permitted herein, you agree to provide Paycor the following:
  1. A high-resolution electronic file of your logo(s) in color that is suitable for online usage on [www.Paycor.com/integrations](http://www.Paycor.com/integrations).
  2. Complete contact information for an ongoing contact for client escalations and other matters related to use of your name and logo(s).
- b. Paycor shall provide a brand guideline kit to you for usage of the Paycor name or logo(s) during the term of this License Agreement; provided, you may only use the Paycor name and logo(s) in connection with your use of the API and API Applications. You may not use the Paycor name or logo(s) in press releases relating to this License Agreement, or for any other publicity purposes, without Paycor's prior written consent. Paycor may, in its sole discretion, revoke your right to use the Paycor name or logo if your use is in violation of the brand guideline kit or this section 17.
- c. You and Paycor shall mutually provide approval for all printed, electronic, web-based or any other form of collateral and/or marketing material, article(s), and/or press release(s) which incorporate either party's name, logo(s), and/or mark(s) prior to any publication and/or distribution. Requests for approval shall be submitted in writing, via electronic mail to an email address to be provided by each party.

18. **Fees.** You agree to pay fees for use of and/or access to the API ("API Fees") as set forth in the Partnership Agreement.

19. **Third Party Vendors.** You may engage a third-party vendor, developer, contractor, or subcontractor (collectively, "Third Party Vendor") for the limited purposes set forth in this License Agreement with respect to development and implementation of the API Application. You agree to notify Paycor, in writing, if you engage any Third Party Vendor before such Third Party Vendor performs any work on your behalf. You acknowledge that you shall ensure that any Third Party Vendor you engage is contractually bound to comply with the terms in this License Agreement and any other agreed upon terms between you and Paycor. You further acknowledge that you shall be fully responsible to Paycor for any act or omission of a Third Party Vendor you engage with respect to the API and this License. You shall be liable to and indemnify Paycor for, pursuant to the terms in this License Agreement, any acts or omissions of your Third Party Vendor as if they were your own acts and omissions with respect to the API and this License Agreement.

20. **General.** This License Agreement, and any amendments or modifications promulgated by Paycor thereto, constitutes the entire understanding between Paycor and you with respect to subject matter hereof and supersedes any and all prior agreements, understandings or negotiations between the parties. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this License Agreement by you or others does not constitute a waiver and will not limit Paycor's rights with respect to such breach or any subsequent breaches.



BY SIGNING AND/OR BY ACCESSING OR USING THE API, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS LICENSE AGREEMENT AND EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS LICENSE AGREEMENT.