



Client # \_\_\_\_\_

**CLIENT SERVICES AGREEMENT**

Enclosed in this agreement you will find the legal documentation that has been prepared by PrimePay in order to service your account. It is very important you read all of the agreements prior to signing this document below. In Section 8 you will find several Power of Attorney Tax forms that must be completed and signed as well, if you elect to utilize PrimePay's tax services. Once complete, this page and all relevant agreements and tax forms must be returned to your PrimePay representative or faxed back to your PrimePay local office with your signature below and your initials beside the Sections representing services to which you would like to subscribe. PrimePay has many other services which may require you to sign a separate agreement or to click and "accept" online Terms of Service or Terms of Use. By initialing the items below, I am stating that I have read and understand the attached agreements, and have the authority to sign them. By signing this document, I agree to the terms and conditions set forth in each of the agreements initialed below and, with the exception of the Power of Attorney forms, intend for this page to serve as the signature page for each such agreement initialed below:

Initial	Section
	<b>1. PrimePay Master Payroll Services Agreement.</b> We authorize PrimePay to provide payroll processing services subject to the terms and conditions set forth in the Master Payroll Services Agreement set forth in Section 1 below.
	<b>2. PrimePay Tax Service Agreement.</b> We authorize PrimePay to provide Federal and state employment tax and state unemployment tax filing and payment services under the terms and conditions set forth in the PrimePay Tax Service Agreement set forth in Section 2 below.
	<b>3. Electronic Payment of Service Fees (Required).</b> We authorize PrimePay to electronically debit our designated account for payment of such service fees as may be due and owing for the various services provided to us by PrimePay, as provided in the Electronic Payment of Service Fees in Section 3 below.
	<b>4. Direct Deposit of Employee Payrolls (Recommended); Direct Deposit to Employee Payroll Cards.</b> Subject to our funding of our payroll account, providing timely and accurate payroll information and meeting the other terms of our Master Payroll Services Agreement, we authorize PrimePay to initiate EFT transactions through its ACH processor as authorized and requested by our employees so that their net pay can be deposited directly to their own bank accounts, and the corresponding payroll amount debited from our (the Employer's) account, subject to the terms and conditions in the Direct Deposit of Employee Payrolls/Direct Deposit to Employee Payroll Cards set forth in Section 4 below. We also authorize the wages for the employees we designate to be deposited directly to a payroll card to be provided to such employees, if we choose to utilize payroll cards.
	<b>5. Electronic Child Support Payments (Required in Certain States).</b> We authorize PrimePay to electronically debit our designated account for payment of child support payments we are required to withhold from our employees' paychecks and to pay such amount to the court or child support agency requiring the payment, as provided in Section 5 below.
	<b>6. Check Signing Service Agreement.</b> We authorize PrimePay to insert a digital copy of the signature of our authorized signatory on our payroll checks as provided in Section 6 below.
	<b>7. Merchant Credit Card Processing Services.</b> We authorize PrimePay to refer our business to PrimePay's outside card processing vendor, First Data Merchant Services Corporation, under a special preferred rate arrangement PrimePay has negotiated for its clients for the length of time the client utilizes PrimePay to process its payroll as provided in Section 7 below.
	<b>8. Power of Attorney Forms (Required for Tax Services).</b> Please sign each form in Section 8 if you choose to utilize PrimePay tax filing services.
Basic	<b>9. Time Clock.</b> PrimePay offers multiple versions of its automated Time & Labor Management (TLM) service. Please choose ONE: We authorize PrimePay to provide access to its Basic version of its "Time Clock" Time & Labor Management online service platform and its associated software functionality as an included feature with its payroll service pursuant to the terms provided in Section 9 below as well as all advanced calculation rules, electronic time off requests, automated compliance alert system, and on-line time clock. We authorize PrimePay to provide access to its Advanced "Time Clock" service which provides all the functionality of the "Basic" version plus remote access for both the Employee and Manager via the mobile application for both Apple and Android devices. The mobile Employee application includes geo locating to track where a punch was initiated from. We authorize PrimePay to provide access to its Professional "Time & Labor Management System" (TLM) which includes all the functionality of the Advanced "Time Clock" system along with our comprehensive Human Resource Management System (HR). Some of the many features of The PrimePay HR system include document storage and the tracking of benefits, compensation, garnishments, corporate assets, insurance, safety, skills and wellness.
Advanced	
Professional	
	<b>10. Hardware Clock.</b> We wish to rent the Hardware Clock(s) specified in our Total Cost Proposal and agree to the terms of the Hardware Clock Rental Agreement provided in Section 10 below. Client may purchase or rent a PrimePay Hardware Clock and connect it to any Time Clock version above.
	<b>11. HR Services.</b> We authorize PrimePay to provide access to its integrated HR Services platform and its associated software functionality as an included feature with its payroll service pursuant to the terms provided in Section 11 below.
	<b>12. ProfitKeeper.</b> We wish to utilize the ProfitKeeper service and agree to the terms and conditions set forth in Section 11 below.

**Agreed and Accepted:**

Company or Business Name (referred to as "Client" below):

Name of Banking Institution:

Please Print:

Address: City		State	Zip	Phone	
Signature of Authorized Representative		Print Name of Representative			
Title		Date			

**PrimePay Acceptance**

Any agreements for the services designated by the Client on Page 1 above ("Services") are hereby entered with, and shall be performed by, PrimePay, LLC, a Delaware limited liability company ("PrimePay") in accordance with the terms and conditions contained in the following agreements and forms which together constitute this Client Services Agreement ("Agreement"), all of the terms of which shall be binding on the parties and effective as of the date provided below.

**ACCEPTED AND AGREED:**

**PRIMEPAY, LLC**

**Scott Johnson, CEO** <signature>

## **1. PrimePay Master Payroll Services Agreement**

THIS AGREEMENT is made and entered into by and between PrimePay and the business or entity authorizing PrimePay to provide payroll processing services and on whose behalf this Agreement is signed on Page 1 above, hereinafter referred to as "Client." Subject to acceptance by PrimePay (which at PrimePay's option may include a credit check), Client hereby enrolls in PrimePay's payroll processing service. Except as otherwise specifically provided in the other service agreements and authorizations enclosed in this Client Services Agreement, the terms and conditions provided in this Agreement apply with equal force to PrimePay's tax, direct deposit, electronic child support, auto-debit and check signing services. By signing on Page One above, the signatory certifies that he or she is the duly authorized payroll contact for Client and has the authority to sign this Agreement and to establish, confirm and modify all matters pertaining to all PrimePay services to be provided to Client under this Agreement.

**NATURE OF SERVICE:** PrimePay agrees that, upon the start date communicated to Client following PrimePay's acceptance of this Agreement, and for as long as this Agreement is in effect and Client is utilizing PrimePay for the processing of its payroll, PrimePay will process Client's payroll in accordance with industry standards, pursuant to the set-up information, payroll data and delivery instructions provided by Client and exclusively with funds which Client will provide on (or up to 72 hours before at the discretion of PrimePay) the check date for each pay cycle. PrimePay will maintain Client data as needed to perform its services hereunder, and will maintain the confidentiality of such data in accordance with PrimePay's Privacy Policy (please see [www.primepay.com](http://www.primepay.com)) and applicable law, provided, however: Client acknowledges that PrimePay will disclose information required to be provided pursuant to legal process served on PrimePay in any criminal, civil, administrative or regulatory matter. Client data shall be preserved for six years beyond the year-end, after which it may be subject to permanent deletion from PrimePay's system. Client acknowledges that PrimePay has no responsibility for any services prior to the start date, and agrees that in the performance of its services PrimePay is not rendering any legal, tax, accounting or investment advice.

**LIMITATIONS:** PrimePay warrants that it will perform the services within the scope of this Agreement using reasonable care, in a professional manner and in accordance with usual and customary industry standards within the payroll processing industry. PRIMEPAY MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES IT PERFORMS UNDER THIS AGREEMENT, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. In the event of any breach of the foregoing warranty, Client's sole remedy shall be, provided it promptly notifies PrimePay of such breach, that PrimePay shall use reasonable efforts to correct such breach by re-performing the services in question, if practicable. While PrimePay stands behind its services, under no circumstances will PrimePay be liable for the negligence of any other person or entity including, but not limited to, the negligence of Client and its employees or agents, and the negligence of any person or entity other than PrimePay which provides services in connection with or as a result of PrimePay's performance of its services under this Agreement. PrimePay shall not be liable for any special, indirect, incidental or consequential damages which Client may incur as a result of PrimePay's breach of, or exercise of its rights under, this Agreement, even if PrimePay has been advised of the possibility of such damages. Client and PrimePay specifically agree that Client's employees are not in fact, nor are intended to be, third-party beneficiaries to this Agreement.

**CLIENT RESPONSIBILITIES:** Client understands that PrimePay operates a payroll system that automatically generates employee payroll checks and electronic wage payments based exclusively on the payroll information supplied to PrimePay by Client. Accordingly, Client agrees that it is Client's responsibility to input correct payroll information for its own employees, to ensure that all such information is kept complete and up to date, and to verify the accuracy of all such information. Client acknowledges the importance of reviewing the associated payroll or other reports it receives from PrimePay on an ongoing basis for each and every pay period. Client shall promptly report any issue or discrepancy to PrimePay so that the appropriate corrective action can be taken. Client agrees that any claim against PrimePay in any way related to the delivery of PrimePay services must be made within three

(3) years of the check date for the payroll period in question or, as to other services, the date on which such other PrimePay service was rendered. Client acknowledges that PrimePay will rely on the payroll data supplied to it by Client. Client shall deliver to or otherwise provide PrimePay with accurate and complete payroll and employee information no later than one (1) banking day (two (2) banking days for Clients utilizing Direct Deposit services under Section Four below) prior to each "Scheduled Payday". If, however, the

Scheduled Payday falls on a Saturday, Sunday, or bank holiday, then such information must be delivered or provided to PrimePay no later than two (2) banking days prior to such Scheduled Payday. Client shall maintain sufficient funds in its designated payroll account or other account necessary for PrimePay to perform all services provided hereunder, including without limitation for the purpose of funding employee wage and salary payments, as well as sufficient funds necessary to make such tax payments, child support payments, service fees and any other payments pursuant to other services in which Client may have elected to enroll on Page 1 above. Client shall further ensure that sufficient funds are maintained in its designated payroll account in accordance with a time table which PrimePay shall in its reasonable discretion establish, not to exceed four business days prior to the check date. PrimePay may require certain payrolls to be funded by wire transfer or by other means providing immediately available funds if PrimePay in its sole discretion so notifies Client in writing (which for purposes of this Agreement shall include notice by electronic mail to the Client contact e-mail address provided by Client at initial set-up). Client further understands that for security purposes PrimePay does not maintain records of passwords for Client's individual users ("User Accounts"), and further agrees that Client shall be solely responsible for maintaining the security, confidentiality and access to its login credentials and shall report any breaches of such confidentiality, actual or suspected unauthorized use or suspicious activity to PrimePay immediately so that PrimePay may issue new passwords or login credentials. CLIENT ACKNOWLEDGES THAT ANY PERSON WITH ACCESS TO CLIENT'S USERNAME(S) AND PASSWORD(S) MAY BE ABLE TO ACCESS CLIENTS'S USER ACCOUNTS (INCLUDING CLIENT OR EMPLOYEE DATA THAT CLIENT OR ITS USERS HAVE STORED OR PROCESSED USING THE SERVICE). CLIENT ACCEPTS ALL RISKS OF UNAUTHORIZED USE OF ITS USER ACCOUNTS ARISING FROM CLIENT'S FAILURE TO MAINTAIN THE CONFIDENTIALITY OF ITS PASSWORD AND HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS PRIMEPAY HARMLESS FROM ANY LIABILITY IN CONNECTION WITH ANY SUCH UNAUTHORIZED ACCESS. Client agrees to promptly notify PrimePay if it discovers or otherwise suspects any security breaches related to the Service, including any unauthorized use or disclosure of a username or password.

**SERVICE FEE:** Client shall pay PrimePay a service fee for the services to which Client has subscribed on Page 1 above in accordance with PrimePay's price quote or Total Cost Proposal. PrimePay may adjust the pricing of any of its services as well as all specific one-time charges (such as set-up fees or NSF charges) to be charged to Client. PrimePay normally re-adjusts its pricing annually and will provide a general notice to Client in advance of the implementation of such new pricing. Information as to specific prices or fees is always available to Client upon request. Client understands and agrees that, in the event service is terminated prior to the end of the year, Client goes out of business or becomes bankrupt, the payment of applicable PrimePay service fees is a condition precedent to PrimePay's obligation to supply any subsequent quarterly and/or annual payroll reports to Client, which may be withheld by PrimePay if Client has not paid such service fees as may have been due at the close of the calendar period. Likewise, Client also acknowledges and agrees that if service is terminated or Client goes out of business or becomes bankrupt, year-end payroll and tax services (including but not limited to W-2s) are a service; they are not property of Client and will be supplied to Client only upon payment in full of all fees and other amounts owing to PrimePay. At the option of PrimePay, Client agrees to pay a nominal minimum charge of between \$50.00 up to a maximum of \$500.00 (depending on number of employees of Client) for any calendar month in which Client is inactive and fails to run a payroll. Any late payments of service fees may be subject to a late payment fee plus interest at the greater of

1.5% per month or the maximum amount provided by applicable law if such maximum is less than 1.5% per month.

**PAYMENT:** Client hereby agrees to pay its monthly fees for all PrimePay services through an EFT transaction as authorized under PrimePay's Electronic Payment of Service Fees Agreement as described in Section Three of this Client Services Agreement. Client agrees that the funds representing the total amount due for all applicable PrimePay billings must be on deposit in Client's designated bank account in collectible form and in sufficient amount on the day the PrimePay EFT charge is initiated. If sufficient funds are not available upon presentation of PrimePay's EFT charge to Client's bank account, PrimePay may take such further action, as it deems appropriate and consistent with this or any other agreement with Client.

**TERM:** This Agreement will have an initial term of six (6) calendar months from the date this Agreement is accepted by PrimePay. Thereafter, this Agreement will continue in effect from month to month until terminated by Client or PrimePay as provided herein.

**TERMINATION:** Subject to Section 13 "Bundled Pricing", this Agreement may be terminated upon thirty (30) day's written notice by Client or by PrimePay. Nevertheless, PrimePay may terminate this Agreement immediately upon written notice to Client if: (a) Client becomes bankrupt, makes an assignment for the benefit of its creditors, or is subject to receivership, (b) PrimePay in its sole discretion determines that Client has undergone a material adverse change in its financial condition or that Client is unable to pay its debts when due, or (c) as a result of legislative, regulatory or judicial action, PrimePay in its sole discretion determines that its interests are adversely affected. In addition, PrimePay may terminate any EFT-related services requested by Client in the event of an NSF. Termination of this Agreement shall not relieve Client of its responsibilities hereunder, including without limitation its payment obligations to PrimePay. When service is terminated, Client's access to PrimePay's Online Document Center will be suspended.

**RELATIONSHIP:** This Agreement establishes an independent contractor relationship only, by which PrimePay will perform the payroll and other services described in this Client Services Agreement. It is not intended by this Agreement that a partnership, joint venture, master/servant or similar relationship be established, and this Agreement shall not be construed in such manner.

**SET-OFF:** If this Agreement is terminated for any reason and at the time of such termination Client has outstanding service fees or other amounts of any kind owing to any PrimePay company for any services or one-time charges of any kind (due to an NSF on a defaulted payroll or otherwise), irrespective of whether such services are described in this Agreement, PrimePay shall be entitled to apply any funds held on Client's behalf in the Trust Account described in Section Two to settle all or any portion of such outstanding fees.

**ATTORNEY'S FEES AND COSTS:** In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and costs incurred in litigating, arbitrating, or otherwise settling or resolving such dispute whether or not an action is brought or prosecuted to judgment.

**MISCELLANEOUS:** This Agreement shall be governed by the laws of the state of Delaware. Except as provided further herein, any dispute arising out of or in connection with this Agreement, if not otherwise resolved, shall be adjudicated by binding arbitration in the city of Wilmington, Delaware in accordance with the rules of the American Arbitration Association. Any dispute arising out of, or in connection with, any other service provided by PrimePay (or any affiliate thereof) or any other agreement between the parties may be consolidated within the same arbitration proceeding. Nevertheless, PrimePay may, in its sole discretion, commence an action in any court of competent jurisdiction within the state in which the Client resides (or any county or political subdivision thereof) for any sums due and owing from Client to PrimePay. Client hereby waives any jurisdictional defenses and submits to the exclusive jurisdiction of such court. The parties agree that the prevailing party in any arbitration or judicial proceeding be awarded costs and attorney fees (including in-house counsel fees, if any, as may be applicable) and that an arbitration award may be entered as a judgment in any court having jurisdiction over either party. This Miscellaneous provision shall survive the termination of this Agreement. This Agreement contains, along with the other service agreements and authorizations contained in this Client Services Agreement, the entire agreement of the parties, and Client acknowledges that PrimePay has not made any representations or warranties that are not contained in this Client Services Agreement. PrimePay may modify this Agreement from time to time, and if notified of any such change in writing, Client will be deemed to have accepted any such change or modification as of the effective date thereof, unless Client elects to terminate this Agreement by written notice to PrimePay prior to such effective date. If

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

**ASSIGNMENT:** This Agreement may not be assigned by Client without the prior written consent of PrimePay, other than to legal successors in interest. Any assignment made without such consent shall be null and void.

**EFFECTIVE DATE:** The Effective Date of this Agreement shall be the date PrimePay confirms the payroll start date with Client.

**TEXAS CLIENT:** PrimePay is licensed in Texas for money transmission or currency exchange activity with the Texas Department of Banking. Should you have a complaint involving a money transmission or currency exchange activity, first notify PrimePay's Client Success services at (833) 968-6288 for prompt assistance. Second, if the complaint remains unresolved after discussing with PrimePay, the Texas Department of Banking has established contact information for directing a complaint: Texas Department of Banking, 2601 N. Lamar Blvd., Austin, TX 78705-4294, or toll free 1-(877) 276-5554, or fax 1-(512) 475-1313, or email [consumer.complaints@dob.texas.gov](mailto:consumer.complaints@dob.texas.gov), or website [www.dob.texas.gov](http://www.dob.texas.gov).

## **2. PrimePay Tax Service Agreement**

Client acknowledges that it has entered and is subject to the terms and conditions of the PrimePay Master Payroll Services Agreement (the "Agreement"), and that except as otherwise provided herein the general terms and conditions of that Agreement shall also apply to this PrimePay Tax Service Agreement.

**NATURE OF SERVICE:** Client is an employer, and Client agrees that it is Client's sole legal responsibility to pay any applicable employment taxes. PrimePay's tax service merely facilitates the payment of such taxes, and Client agrees that the underlying tax liability is Client's liability and not PrimePay's liability. PrimePay agrees that, upon the start date communicated to Client following PrimePay's acceptance of this Agreement, and for as long as this Agreement is in effect and Client is utilizing PrimePay for the processing of its payroll, PrimePay will (1) collect from client, hold in a separate PrimePay Tax Trust Account (the "Trust Account"), and deposit with an appropriate authorized depository on or before the applicable statutory deadlines, the required Federal, State and Local payroll tax withholding and employer obligations, and (2) prepare and file all required Federal, State, and Local payroll tax returns, forms and reports. Client acknowledges and agrees that PrimePay shall retain any interest earned on the Trust Account, and Client waives any and all claims to such interest.

**LIMITATIONS:** In addition to the limitations contained in the Agreement, PrimePay shall not be liable for tax deficiencies, interest charges and/or penalty assessments associated with any payroll tax payment or the failure to timely file or make any required payroll tax payment unless such deficiencies, interest charges and/or penalty assessments result from the negligence of PrimePay. PrimePay shall not be liable for failure to make or timely make payroll tax deposits or filings if Client has not provided PrimePay with adequate and necessary payroll (i.e. account numbers, rates, etc.) and employee information or if Client fails to provide PrimePay, or to maintain in its designated payroll and/or tax account, sufficient funds to cover such payroll and/or payroll tax obligations. Client understands and agrees that PrimePay's obligation to make tax deposits or payments on Client's behalf is contingent on PrimePay's actual collection of the tax funds from Client. If PrimePay's electronic debit of Client's tax deposit fails and is not corrected with an immediate wire, Client's taxes will not be paid and Client will be responsible for that payment

and any associated penalties or interest.

PrimePay shall not be liable for any tax deficiencies, interest charges and/or penalty assessments relating to any payroll period ending prior to the start date of tax services under this Agreement or for any such charges, deficiencies or assessments relating to any pay periods following the termination of tax services. PrimePay is entitled to rely on the Client's tax balances reported to PrimePay by any previous provider or by Client.

**CLIENT RESPONSIBILITIES:** Client acknowledges that PrimePay's tax service automatically generates state and Federal employment and unemployment tax deposits and returns which ultimately rely on data supplied to PrimePay by Client. Client acknowledges that PrimePay will rely on the payroll data supplied to it by Client as it automatically completes and submits filings to government agencies or other third parties. Client further agrees immediately to provide PrimePay with copies of any notices or correspondence (including coupon booklets, quarterly and annual tax returns, etc.) received from any Federal, State or Local tax authority with respect to tax return or deposits made by/with PrimePay. Client shall maintain sufficient funds in its designated payroll account (and payroll tax account, if a separate account) necessary for PrimePay to perform the services provided hereunder, including without limitation for the purposes of

funding tax payments or deposits, amounts for interest, tax penalties or assessments not resulting from any mistake or negligence on the part of PrimePay, as well as the service fees due PrimePay for providing its tax services. Client shall further insure that sufficient funds are maintained in its designated payroll account (and payroll tax account, if a separate account) in accordance with a time table which PrimePay shall in its reasonable discretion establish, not to exceed three business days prior to the check date. Client agrees that PrimePay may debit (via EFT) an account at Client's Bank named on Page 1 of this Client Services Agreement (or such other bank as Client shall notify and agree with PrimePay) in order for PrimePay to make Client's payroll tax deposits. In order to ensure timely and accurate tax payments, Client agrees to maintain a sufficient balance in this account on its payroll check date to cover debits for all current or past due payroll taxes. If the Bank, upon Client's instructions or otherwise, refuses to honor Depository Transfer or Pre-Authorized Debit, Client will be required to wire such tax funds to PrimePay immediately upon notification and will be assessed an NSF charge. Furthermore, in such case, PrimePay reserves the right to terminate this agreement immediately without written notice. Should PrimePay terminate this Agreement because of a dishonored check, or otherwise, PrimePay shall not be responsible for making the then due or any future payroll tax deposits or filings, and shall have no liability whatsoever with respect thereto. If Client terminates this Agreement for any reason before the last payday of a quarter, Client will be responsible for all quarter-end filings and year-end filings. If Client goes out of business, all year-end filings and final notices to taxing authorities are the responsibilities of Client. If Client generates a payroll related federal tax liability in excess of \$100,000 for any given pay date, Client must initiate a wire transfer (a minimum of 24 hours in advance of the federal tax deposit due date) to the designated PrimePay account.

**SERVICE FEES:** Client shall pay PrimePay a service fee for the tax services described above in accordance with PrimePay's pricing schedule as may be in effect from time to time. Client further agrees that PrimePay shall be exclusively entitled to any and all interest earned on the funds deposited and maintained in the Trust Account. Upon termination, PrimePay shall have no further responsibilities or obligations hereunder (except for quarterly or annual tax reports, returns and/or payments if the termination date was at the end of a quarterly or annual reporting period) and Client is required to pay all outstanding service fees. In the event Client does not provide 30 days' notice of termination of service as required above, Client agrees to pay an additional service fee of not less than \$195.00 and authorizes PrimePay to withhold such amount from any refund of tax funds held by PrimePay.

**AUTHORIZATION TO RECEIVE INFORMATION:** Client hereby instructs all Federal, State and Local tax authorities to deliver all payroll related tax forms, documents and other correspondence pertaining to the Client to PrimePay. Client shall execute and file all Federal, State, and Local forms, consents and agreements necessary to effectively grant to PrimePay full authorization to deposit and pay payroll tax items, to prepare, sign, and file payroll tax returns and reports and to represent, receive and submit records on behalf of Client before Federal, State, or Local tax offices or agencies with respect to payroll taxes. Client further agrees to promptly complete and send the original "Authorization to Honor Either Electronic Funds Transfer or Depository Transfer Checks" form (included below) to its bank authorizing PrimePay to debit the account for taxes and/or payroll as described.

**REFUNDS FOLLOWING TERMINATION:** Subject to the payment of all service fees and to PrimePay's right of set-off described in Section One above and in this Section, within thirty (30) days following termination of the Client's PrimePay tax service, PrimePay shall refund to Client any tax funds impounded in the Trust Account on Client's behalf in anticipation of Client's upcoming, but as yet unpaid, employment or unemployment tax deposits or tax payment dates. Following termination, Client shall be responsible for filing its own state and Federal employment and unemployment tax returns and PrimePay shall have no responsibility for such returns, filings, taxes or related reports whatsoever.

### 3. Electronic Payment of Service Fees

Client hereby agrees to pay its monthly fees for all PrimePay services through an EFT transaction. Thus, PrimePay is authorized to collect its fees from Client's bank account not sooner than the fifth day (or the next banking day if the fifth is a non-banking day) of the month following the month in which PrimePay service(s) are rendered. Client agrees that the funds representing the total amount due for all applicable PrimePay billings must be on deposit in Client's designated bank account in collectible form and in sufficient amount on the day the PrimePay EFT charge is initiated. If sufficient funds are not available upon presentation of PrimePay's EFT charge to Client's bank account, PrimePay may take such action, as it deems appropriate and consistent with this or any other agreement with Client.

### 4. Direct Deposit of Employee Payrolls; Direct Deposit to Employee Payroll Cards

The Client hereby requests and authorizes PrimePay to implement, on Client's behalf, direct deposit payroll which will enable Client's employees' pay to be automatically deposited in the employee's designated bank account, or credited to a PrimePay payroll debit card, without Client having to sign or distribute a physical check and without the employee having to go to the bank to deposit the check.

Client acknowledges that PrimePay shall utilize the services of Kotapay, a Division of First International Bank & Trust (Kotapay) for the purpose of transferring funds through the Automated Clearing House (ACH) pursuant to the terms of this Agreement, Kotapay's Company Authorization Agreement, the rules of the National Automated Clearing House Association (NACHA), laws of the State of North Dakota, and applicable federal rules and regulations for various purposes including, but not limited to providing direct deposit of payroll for Client's employees, transfers of funds for flexible benefits plans, tax impounding, child support payments or any other reason Client may desire to transfer funds electronically through the ACH. **By signing this Agreement, Client agrees to be bound by the terms of Kotapay's Company Authorization Agreement to the same extent as though Client had executed the Kotapay Company Authorization Agreement on the date of this Agreement. Accordingly, the terms of the Kotapay Company Authorization Agreement constitute part of this Agreement.** In the event that a specific term of the Kotapay Company Authorization Agreement conflicts with a specific term of this Agreement, the specific term of the Kotapay Agreement shall control to the extent of its subject matter of Client's authorization of electronic payments; otherwise, the terms of this Agreement shall control.

Client understands that it is responsible for providing to PrimePay in timely fashion accurate payroll information necessary for PrimePay to transmit direct deposit information containing ACH transactions to its designated EFT processor. Client agrees to review and audit its payroll information to verify employee deposit amounts. Client further agrees that, in addition to maintaining sufficient funds in its payroll account in accordance with the time table referred to in Section One above, Client shall provide immediately available funds through wire transfer or other means approved by PrimePay (i) if the total payroll exceeds \$100,000, or (ii) if PrimePay in its sole discretion requires it.

Client authorizes the correction of errors, subject to NACHA Rules and the requirements and time limits of PrimePay's EFT processor and the ACH system. In the event

of error, Client must notify PrimePay by telephone within two days of the date on which the payroll input information was provided to PrimePay, and confirm this notice by written e-mail or by prepaid First Class Mail within 24 hours thereafter. After receipt of such timely notice, PrimePay agrees to re-transmit the corrected direct deposit information. Client understands and agrees that Client is responsible for its own payroll, and that PrimePay, as Client's payroll processor in accordance with the Client's own instructions, will not be responsible or liable for actual deposit amounts or for interest, expenses or additional claimed damages of any kind.

If, during the course of providing direct deposit or payroll card services to Client, PrimePay notifies Client that an electronic debit of Client's account has been returned to PrimePay's EFT processor by reason of insufficient funds in Client's account (NSF), Client hereby agrees to wire funds to cover the NSF within 24 hours in accordance with wire transfer instructions supplied by its payroll specialist or other PrimePay representative. In the event such NSF is not cured by the Client upon 30 days written (including electronic mail) notice, Client agrees to grant PrimePay (and any subrogee of PrimePay) a security interest in Client's assets and receivables, which PrimePay may file and record. *Provided, however*, that the foregoing security interest shall not apply to those assets and receivables which are held in trust for or on behalf of Client's own clients or other third parties, or which contain confidential or privileged information, or which contain other information the disclosure of which would be a violation of Client's Rules of Professional Conduct or any applicable law restricting such disclosure to third parties. To qualify for direct deposit services, Client authorizes PrimePay to run a routine credit check and, in some cases, to obtain a simple bank reference, at PrimePay's expense prior to initiation of service.

Client acknowledges that the foregoing measures are necessary as a result of the credit risk assumed by PrimePay in providing these services.

If Client elects to utilize employee payroll cards, a separate agreement that is specific to that service will be required.

Additionally, as is required under the NACHA operating rules (NACHA Rules), Client explicitly agrees to the following terms (the Origination Agreement):

- (a) Client authorizes the applicable Originating Depository Financial Institution (ODFI), which may be Kotapay or a separate ODFI including The Bryn Mawr Trust, Firsttrust Bank, Tristate Capital Bank, or any other provider utilized by PrimePay hereafter (the Applicable ODFI), through PrimePay, to initiate electronic debit and credit entries to and from the bank account(s) provided by Client on Client's behalf;
- (b) Client acknowledges and agrees that it is bound by the NACHA Rules and that they are (and shall remain) in compliance and assume the responsibilities of an originator under such rules;
- (c) Client agrees not to originate any electronic debit or credit entries which violate the laws of the United States;
- (d) Client shall only initiate those electronic debit and/or credit entries which are necessary for PrimePay to perform the Services under this Agreement.
- (e) If Client is in breach of the NACHA Rules, PrimePay and/or the Applicable ODFI have the right to terminate or suspend this Agreement in a manner that permits the Applicable ODFI to comply with the NACHA Rules; and
- (f) Client agrees that PrimePay and the Applicable ODFI shall have the right, at any time and at their discretion, to audit Client's compliance with these terms and the NACHA Rules. Client agrees that the cost of such audit will be paid by Client and the audit report shall be provided to both PrimePay and the Applicable ODFI.

## **5. Electronic Child Support Services Agreement**

Pursuant to Federal legislation intended to benefit children and to reduce the cost of public child support, the states have adopted enforcement mechanisms that include the power to order employers to withhold child support payments from the wages of employees who owe such payments, and to remit payment to the appropriate child welfare agency which then distributes the money to the custodial parent. Several states require certain employers to remit such payments electronically.

The Client requests and authorizes PrimePay to electronically debit Client's designated payroll account for amounts which Client is directed to withhold from individual employee payrolls in a written notice ("Notice") provided to Client by a court or applicable state or local child support agency. These amounts are referred to as "Child Support Payments." PrimePay agrees to electronically debit Client's designated payroll account in the amount of such required Child Support Payments reported to PrimePay by Client and to electronically remit such Child Support Payments to the agency to which Client has been directed to make payment. This enables the Client to have a seamless and integrated payroll process that includes timely child support remittances and to avoid a need to arrange on its own for a separate electronic Child Support Payment for each payment as may be required, in every pay period.

Client shall send to its PrimePay processing center copies of all Notices it receives of required Child Support Payments, including all Notices of modifications or terminations of existing Child Support Payment obligations for its employees, by mail, fax or electronic mail not later than the payroll reporting date for the Scheduled Payroll on which the Child Support Payments are supposed to commence, or in such other manner and timing as PrimePay may notify Client in writing from time to time.

Child Support Payments represent a legal obligation of Client's employee and, derivatively as a result of the applicable child support laws, Client's wages owed to the employee and the Notice, of Client itself. Client acknowledges that PrimePay is merely transmitting funds as directed by Client and that PrimePay assumes no responsibility for this underlying legal support payment obligation or for the correctness of the Child Support Payments reported to PrimePay by the Client. In the event of an error, PrimePay will cooperate with, and assist in, Client's attempts to make a correction, but Client acknowledges that procedures for correction vary from jurisdiction to jurisdiction and that corrections may not be possible in every instance. **It is not possible to procure an immediate refund of an overpayment, or to self-correct an overpayment, by means of an electronic reversal or offset.**

Client acknowledges that PrimePay shall utilize the services of Kotapay, a Division of First International Bank & Trust (Kotapay) for the purpose of transferring funds through the Automated Clearing House (ACH) pursuant to the terms of this Agreement, Kotapay's Company Authorization Agreement, the rules of the National Automated Clearing House Association (NACHA), laws of the State of North Dakota, and applicable federal, state or local laws,

rules and regulations relating to Child Support Payments or any other reason Client may desire to transfer funds electronically through the ACH. **By signing this Agreement, Client agrees to be bound by the terms of Kotapay's Company Authorization Agreement to the same extent as though Client had executed the Kotapay Company Authorization Agreement on the date of this Agreement. Accordingly, the terms of the Kotapay Company Authorization Agreement constitute part of this Agreement.** In the event that a specific term of the Kotapay Company Authorization Agreement conflicts with a specific term of this Agreement, the specific term of the Kotapay Agreement shall control to the extent of its subject matter of Client's authorization of electronic payments; otherwise, the terms of this Agreement shall control. Client understands that it is responsible for providing to PrimePay in timely fashion accurate Child Support Payment information necessary for PrimePay to transmit the correct electronic information containing ACH transactions to its designated EFT processor. Client agrees to review and audit its Child Support Payment obligations regularly to verify that the correct employee payroll deductions are being made, and acknowledges that this duty is Client's responsibility and not PrimePay's responsibility.

Additionally, as is required under the NACHA Rules, Client explicitly agrees to terms (a) – (f) of the Origination Agreement in Section 4 above.

Client authorizes the correction of errors, subject to NACHA Rules, the requirements and time limits of PrimePay's EFT processor and the ACH system, and the requirements of the affected child support agencies or courts and the banks that they use to receive Child Support Payments. In the event of error, if Client wants PrimePay's assistance it should notify PrimePay by telephone as soon as possible after the date on which the payroll input information was provided to PrimePay, and confirm this notice by written e-mail or by prepaid First Class Mail within 24 hours thereafter. After receipt of such notice, PrimePay agrees to contact the

appropriate child support agency and to take such other action as it deems appropriate to attempt to correct the error. Such corrections cannot be guaranteed and PrimePay's assistance and efforts to help facilitate corrections is contingent upon Client's timely action and cooperation, to the extent such cooperation is required (for such things as providing additional information or signing additional paperwork needed to correct an error). In the absence of such timely cooperation, PrimePay may give written notification to Client that it is withdrawing its assistance. Client understands and agrees that Client is responsible for its own payroll, including employee deductions for Child Support Payments, and that PrimePay, as Client's payroll processor in accordance with the Client's own instructions, will not be responsible or liable for actual deposit or payment amounts or for interest, expenses or additional claimed damages of any kind.

If, during the course of providing electronic child support services to Client, PrimePay notifies Client that an electronic debit of Client's account has been returned to PrimePay's EFT processor by reason of insufficient funds in Client's account (NSF), Client hereby agrees to wire funds to cover the NSF within 24 hours in accordance with wire transfer instructions supplied by its payroll specialist or other PrimePay representative. In the event such NSF is not cured by the Client upon 30 days written (including electronic mail) notice, Client agrees to grant PrimePay (and any subrogee of PrimePay) a security interest in Client's assets and receivables, which PrimePay may file and record. *Provided, however,* that the foregoing security interest shall not apply to those assets and receivables which are held in trust for or on behalf of Client's own clients or other third parties, or which contain confidential or privileged information, or which contain other information the disclosure of which would be a violation of Client's Rules of Professional Conduct or any applicable law restricting such disclosure to third parties. To qualify for electronic child support services, Client authorizes PrimePay to run a routine credit check and, in some cases, to obtain a simple bank reference, at PrimePay's expense prior to initiation of service. Client acknowledges that the foregoing measures are necessary as a result of the credit risk assumed by PrimePay in providing these services.

## **6. Check Signing Service Agreement**

The Client has asked PrimePay to use a laser signature of an authorized signer on Client's payroll checks. PrimePay acknowledges the receipt of a sample of an authorized client signature which the Client requests PrimePay to scan into our system. For the Check Signing service, the Client agrees to pay the fee indicated in its price quote, which may change in the future as provided in the Master Payroll Services Agreement.

PrimePay will take precautionary steps to protect the use of this signature file. The Client will be responsible for verifying promptly all checks and journals from PrimePay in order to confirm their accuracy and propriety.

Unless arising from the fraud or dishonesty of a PrimePay employee or agent (and provided there is no complicity on the part of the Client's employees or agents), Client waives any claim against PrimePay for loss or

damage which Client may sustain as the result of the improper or erroneous use of the signature file or check prepared with the signature. Any claim against PrimePay related to checks signed by PrimePay pursuant to this Check Signing service must be made by the Client within 45 days of the check date on such check(s). Claims made after that time will not be paid. Client acknowledges that protection against loss or damage not covered by this agreement is the responsibility of the Client. The Client may cover this risk with an appropriate policy of depositor's forgery insurance.

PrimePay can begin providing Check Signing on the first payroll if the sample signature is provided 72 hours prior to the payroll processing date. If PrimePay is already providing Check Signing to the Client, then this agreement shall govern the terms under which Check Signing will continue.

Client or PrimePay may terminate this Check Signing Service Agreement at any time upon written notice effective upon receipt of the other party.

**\* If you choose to enroll in the Check Signing program, please sign below this line 3 times using a BLACK pen. Do not make the signature too large, leave space between each signature and be sure it is clear. If this account needs 2 signatures, sign one name directly above the other as it will appear on the check. DO NOT make any other markings on this page.**

### **PLEASE PLACE SIGNATURES IN THE SPACE BELOW FOR PRIMEPAY'S CHECK SIGNING SERVICE**

Eligibility: In order to enroll in FD Payment Processing Services through PrimePay, Client must (i) have signed and have in force a PrimePay Master Payroll Services Agreement as provided in Section One of this Client Services Agreement, or other agreement for PrimePay business services, (ii) properly complete and submit all separate FD applications, service agreements and set-up materials and forms, (iii) agree to an FD credit check, and (iv) meet all other requirements established by FD. Client understands and acknowledges that FD may decline to provide Payment Processing Services at its discretion. Accordingly, initialing the box above and signing this Agreement does not of itself assure that such services will be provided.

Service and Support Obligations: All Payment Processing Services and all support for such services shall be provided through FD, and FD shall have exclusive responsibility for such services and support. PrimePay will act in a liaison capacity and if a Client reports any problems or service issues to PrimePay, PrimePay will promptly contact FD and alert it to the problem or service issue in question.

Pricing: FDMS will determine all rates and fees for Payment Processing Services for eligible, participating PrimePay Clients. Client understands and acknowledges that if Client ceases to be a payroll processing or business services Client of PrimePay, then FDMS will increase its charges. In such event, any special pricing or terms available to Client by virtue of its status as a PrimePay Client will be lost.

Limitation of Liability: PrimePay has negotiated preferred terms and conditions with FD as a service to PrimePay Clients. Client understands that FD, and not PrimePay, will be performing those services and that Client will enter its own service agreement(s) with FD for such services under terms and conditions specified by FD and agreed to by Client. Accordingly, Client acknowledges that FD shall be the provider of Payment Processing Services hereunder and that PrimePay shall have no liability whatsoever for or related to the performance of those services, including any and all damages, costs and related expenses (including attorney fees).

## **8. Power of Attorney Forms**

The following pages contain several different Federal Power of Attorney forms that must be completed and signed by an officer of the company. The purpose of these forms is to enable PrimePay to file Federal Forms 941 and 940 on your behalf, to discuss any discrepancies existing on your account with the Internal Revenue Service directly for the periods and tax types listed, and to transmit remittance via electronic means. Listed below you will find the details regarding what needs to be completed on each form:

### **Form 8655, Reporting Agent Authorization**

Complete fields 1 through 8 in the Taxpayer section. In addition,

please sign, date, and enter your title in field 19 of the Authorization Agreement section of this form.

## Form 2848, Power of Attorney and Declaration of Representative (2 pages)

### 7. Merchant Credit Card Processing Services

By virtue of an agreement that PrimePay has entered with the largest provider of merchant payment processing services in the country, PrimePay is able to offer such services to its clients at attractive rates. The services available under this program include payment card processing products and services, including authorization, settlement and reconciliation of credit, debit and gift card transactions through First Data Merchant Services Corporation (FDMS), as well as TeleCheck Electronic Check Acceptance® ("ECA<sup>SM</sup>") warranty services, ECA verification services, check warranty services, check verification services, TeleCheck Internet Check Acceptance® services, and TeleCheck® Checks By Phone<sup>SM</sup> services through TeleCheck Services, Inc. (TeleCheck). We refer to these services collectively as "Payment Processing Services" below.

Authorization: By initialing the box above and signing this Agreement, Client authorizes PrimePay to refer Client to FDMS and/or TeleCheck (collectively "FD"). FD will contact Client promptly via telephone, electronic mail, direct mail or other means to discuss Client's need for Payment Processing Services.

Complete all sections of Part 1, Section 1. In addition, please sign, date, print name(s), and enter your title in Section 9 on Page 2 of this form.

### Form 8821, Tax Information Authorization

Complete all of Section 1. In addition, please sign, date, print name, and enter your title in Section 7.

### Authorization to Honor Either Electronic Funds Transfer or Depository Transfer Checks

Enter Company and Financial Institution information as indicated below. Upon completion, please sign, date, print name, and enter title on the form and forward the original directly to your bank. A copy of this form must be returned to PrimePay with your completed paperwork.

### 9. Time Clock Services (TLM).

The Client hereby requests and authorizes PrimePay to provide access to PrimePay's Time & Labor Management (TLM) system which provides employee Time & Attendance (Time Clock) services.

Access, Use and Restrictions on Use. For as long as this Agreement is in force and subject to its terms and conditions, PrimePay grants Client a

revocable, non-exclusive, non-transferable, non-sublicensable right to access and use PrimePay's TLM service platform (the "Platform"), solely for Client's internal business use. All other rights not expressly granted are reserved by PrimePay and its licensors. For purposes of this Agreement, "Platform" means the specific version of PrimePay's TLM system which includes Time Clock owned, operated and maintained by PrimePay and accessible via PrimePay.com or another designated PrimePay web site or IP address; "content" means the audio and visual information, documents, software, products and services contained or made available to Client in the course of using the Platform; and "user(s)" means Client's employees, representatives, consultants, contractors or agents who are authorized to access and use the Platform and have been supplied user identifications and passwords by Client (or by PrimePay at Client's request). Client understands and agrees that its right to use the Platform is subject to certain commonly understood restrictions. First, Client is not permitted to resell or distribute Platform access to other businesses or entities except as expressly agreed in writing by PrimePay; Client represents and agrees that it is not a competitor of PrimePay; and Client agrees that each distinct Client number associated with Client's business or businesses will be subject to a separate Addendum and will be billed separately, unless otherwise expressly agreed by PrimePay in writing. Except as provided in Section Ten, Client may not access the Platform for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes. In addition, Client shall not: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third-party access to the Platform or its content in any way; modify or make derivative works based upon the Platform or its content.

(b) create Internet "links" to the Platform or "frame" or "mirror" any of its content on any other server or wireless or Internet-based device; (d) connect any devices or equipment, such as 3<sup>rd</sup> party time clocks, to the system without expressed prior written authorization by PrimePay; (e) import export or attempt in any way to directly access system data by any means other than those provided by PrimePay as part of the general system functionality; (f) decompile, reverse engineer or access the Platform in order to (i) build a competitive product or service; (ii) build a product using similar ideas, features, functions or graphics of the Platform; or (iii) copy any ideas, features, functions or graphics of the Platform. Individual employee access cannot be shared or used by more than one individual at any time. Finally, Client and all employees or others gaining access to the Platform under Client's login credentials shall not: (A) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (B) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (C) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (D) interfere with or disrupt the integrity or performance of the Platform or the data contained therein; or (E) attempt to gain unauthorized access to the Platform or its related systems or networks.

PrimePay reserves the right to restrict access, remove and/or discard Client's employee data without notice in the event of Client's breach of this Agreement, including, without limitation, Client's non-payment of any service fees due PrimePay. In the event this Agreement or Time Clock services are terminated for any reason, PrimePay shall have no obligation to maintain or forward to Client any data previously entered the Platform by Client following the effective date of termination.

This Addendum provides Client with a right to access the Platform and to use its functions and features. PrimePay (and its licensors, where applicable) shall own all right, title, and interest, including all related intellectual property rights, in and to the Platform and all content and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any other party relating to the Platform. This Addendum does not create a sale and does not convey to Client any rights of ownership in or related to the Platform, the underlying PrimePay technology, the content, or any intellectual property rights (which include patent rights, trade secret rights, copyrights, and trademark rights). The PrimePay name, logo, and the product names associated with the Platform are trademarks or service marks of PrimePay or third parties, and no right or license is granted to use them.

Client Responsibilities. Client understands and acknowledges that the Platform is an online tool intended to assist Client in managing its business and that this Agreement simply provides Client with access to that tool

through login credentials that are encrypted within the Platform. In the event a password is lost, Platform administrators can only access an encryption key that automatically erases the Client's or user's password and sends a system-generated, temporary, one-time password to be used to create or reset Client's or a user's login. PrimePay therefore does not retain or have access to Client's password or the password of any authorized user.

Accordingly, **Client is exclusively responsible for the security of its login access credentials and Client is exclusively responsible for all activity**

**occurring under its login access.** Client is responsible for the lawful use of the Platform under its login access credentials and agrees to (a) notify PrimePay immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to PrimePay immediately and use reasonable efforts to stop immediately any copying or distribution of Platform content or data that is known or suspected by Client or its users; and (c) not impersonate or allow any user to impersonate another PrimePay client or another user or provide false identity information to gain access to or use the Platform.

In using the Platform, Client and its users will enter user data that is unknown to PrimePay to use the functionality provided by the Platform. The Platform provides Client with useful tools to assist Client in managing Client's business on a self-service basis. As with PrimePay's payroll processing system, Client alone is responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and right to use all time keeping, personnel and other user data entered under Client's login credentials. Client is responsible for timely reviewing its payroll, time keeping, HR and other reports available to it under the Platform or otherwise under this Agreement and for promptly making any necessary corrections. PrimePay is not responsible for any payroll or other errors resulting from data entered by Client or users utilizing Client's login access credentials. Client shall indemnify, defend, and hold PrimePay harmless from and against any claim, demand, cause of action, loss or liability (including reasonable attorneys' fees and expenses of litigation) arising from Client's use of the Platform or use of any rented hardware under Section Ten below, except to the extent caused by PrimePay's gross negligence or willful misconduct. This provision shall survive the termination of this Addendum.

**Service Fees.** As provided in Section One of this Agreement, Client shall pay PrimePay a service fee for Platform access in accordance with PrimePay's Total Cost Proposal in effect and presented to Client at the time of enrollment, or otherwise as provided in a specific price quote presented to Client.

Recurring services fees for Platform access are calculated on a per-employee, per-month (PEPM) basis for all persons whose "Status" in the TLM system is marked as "Active" for at least one (1) day during a billing month, as entered by Client, plus any applicable hardware device rental fees if Client has authorized and agreed to the Hardware Rental Agreement as provided on Page 1 above and in Section Ten below. The billing month is calculated starting on the 15<sup>th</sup> of each month at 00:00 (midnight) and ending on the 14<sup>th</sup> day of the next month at 23:59. This PEPM count does not include terminated employees who are not currently "Active" during the billing month, even though time and attendance data may have been entered for such employee at an earlier time. Client will be electronically debited for its monthly service fee, in arrears, on the 10<sup>th</sup> day of each month in accordance with the electronic funds transfer authorization on file with PrimePay. Client shall execute a new electronic funds transfer authorization if requested by PrimePay, or if Client changes the bank account designated in its original authorization. If Client becomes delinquent in its service fees for any reason, PrimePay may at its sole discretion suspend access to the Platform and, if the delinquency is not cured within 30 days, terminate this Addendum, and pursue any other remedies under this Agreement or as may be provided by law.

Although client is granted access to run system reports at any time and as frequently as client deems necessary to properly manage its business operations, Client agrees not to run reports that span a timeframe longer than 30 (thirty) days, during normal business hours, which is considered 6am – 8pm client local time. PrimePay, at its discretion, may elect to charge client for additional excessive system resource usage charges if client's usage of system resources exceeds what PrimePay deems to be normal business practices.

**Service Level Agreement** - PrimePay shall use all reasonable commercial efforts, being no less than accepted industrial standards in this regard, to ensure that the Platform is available to Client 99.9% of the time in any calendar month. The Platform will be available 24 hours per day, 7 days a week, except for any service interruptions for scheduled maintenance and emergency fixes. Client acknowledges that from time to time there could be unscheduled outages and due to the unpredictable nature of such occurrences it is not possible to specify an exact outage duration, however due diligence will be taken to resolve them in a timely manner. Client will not hold PrimePay responsible for any additional costs incurred by the client because of any outages.

**Data Retrieval.** Client's user time keeping data will be processed by PrimePay's payroll system and the results for each pay period will be reflected in Client's payroll reports. PrimePay maintains Client's payroll data while Client is on PrimePay's payroll service and for a minimum of six years after the termination of payroll services, unless PrimePay notifies Client of a change in this policy. While Client has authorized access to the Platform pursuant to this Agreement, PrimePay will retain Client's historical user time

keeping data for all employees, both Active and Inactive, for a minimum of six

(6) months, unless this period is extended at the discretion of PrimePay. There may be additional storage and retrieval charges if Client requests PrimePay to keep such user data beyond this time limit. It is therefore Client's responsibility to copy, download or export time records it wishes to maintain for a longer period, or notify PrimePay in writing prior to expiration of the six

(6) month period if Client wants the historical user data to be stored for a longer period. PrimePay will use reasonable efforts to notify Client if there is any failure of retrieval of such user data, however any such failure shall not affect Client's responsibility for payment of the additional storage and retrieval charges. PrimePay reserves the right to modify its general practices and limits relating to storage of user data.

Upon termination of Time Clock services or of this Agreement, as stated above Client's access to the Platform will be terminated immediately. Client

may have legal, regulatory, or administrative duties to maintain time and attendance data for individual employees. **Accordingly, Client understands and agrees that Client is solely responsible for the retention and back-up of all reports it may need from the Platform, and Client acknowledges its full responsibility for running such reports, both on an ongoing basis as well as prior to its loss of access to the Platform upon termination.**

**Representations and Warranties.** Both Client and PrimePay represent and warrant that it has the legal power and authority to enter this Addendum. PrimePay represents and warrants that it will provide access to the Platform and Platform functionality in a manner consistent with general industry standards reasonably applicable to the provision thereof, and that the Platform will perform substantially in accordance with the Platform's online help documentation under normal use and circumstances. Client represents and warrants that it has not falsely identified itself nor provided any false information to gain access to the Platform, and that its billing and bank authorization information is correct.

**Disclaimer of Warranties.** EXCEPT AS PROVIDED ELSEWHERE IN THIS AGREEMENT OR AS REQUIRED BY LAW, PRIMEPAY AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE PLATFORM OR ANY CONTENT. PRIMEPAY AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE PLATFORM WILL BE SECURE, TIMELY, UNINTERRUPTED, ERROR-FREE, OR WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THE PLATFORM WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CLIENT THROUGH THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; (E) ERRORS OR DEFECTS WILL BE CORRECTED; OR (F) THE PLATFORM OR THE SERVER(S) THAT MAKE THE PLATFORM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE PLATFORM AND ALL CONTENT IS PROVIDED TO CLIENT STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY PRIMEPAY AND ITS LICENSORS.



Internet Delays. PRIMEPAY'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PRIMEPAY IS NOT RESPONSIBLE FOR ANY DAMAGES OF ANY KIND IN CONNECTION WITH DELAYS, DELIVERY FAILURES, OR OTHER SUCH PROBLEMS.

Limitation of Liability. IN NO EVENT SHALL PRIMEPAY'S AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY AND/OR DUE FROM CLIENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL PRIMEPAY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE PLATFORM, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE PLATFORM OR THE CONTENT, OR ANY INACCURACY, ERROR, OR OMISSION IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Modification of Terms. PrimePay reserves the right to modify the terms and conditions or its policies relating to Client access to the Platform at any time, effective upon posting of a notice containing an updated version of this Agreement on the Platform. Client is responsible for regularly reviewing this Agreement. Continued use of the Platform after notice of any such change is posted to the Platform shall constitute Client's consent to such change.

## **10. Hardware Clock Rental Agreement**

Equipment; Rental and Other Fees. Client agrees to rent, and PrimePay agrees to rent to Client, the Time Clock device(s) specified in Client's Total Cost Proposal (referred to as "Hardware"). Client agrees to the rental fees, delivery, and other ancillary set-up, special or optional charges, if any, as presented in the Total Cost Proposal. All Hardware Clock equipment rental and other fees will be invoiced and shall be paid by Client by automated electronic debit as provided in Section 9 above and as authorized in Client's electronic funds transfer authorization on file with PrimePay. PrimePay agrees to deliver the rented Hardware in like-new condition. If a PrimePay SPU/TLM representative determines that the Hardware fails to work at any time during the rental period following the date on which it is delivered to Client, or if it stops working or malfunctions through no fault or negligence of Client and with no evidence of casualty, abuse or tampering during rental period PrimePay will repair or at its option replace the device with a comparable one at no charge to Client. By entering this Hardware Clock Rental Agreement, the Client is qualified for the advance replacement program. This program provides for the expedited shipment of a replacement clock in the event the Client's rental clock should "fail" under ordinary use and not because of damage, abuse or misuse as determined by a PrimePay SPU/TLM representative. The Client is responsible for the installation of the replacement clock and the removal and return of the non-working clock and shall pay the full replacement cost of the clock if the malfunction is determined to be from abuse, misuse, or damage to the device. Otherwise, EXCEPT AS PROVIDED ELSEWHERE IN THIS AGREEMENT OR AS REQUIRED BY LAW, PRIMEPAY MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE PERFORMANCE OF THE DEVICE, ITS SUITABILITY TO CLIENT'S BUSINESS, OR ANY COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND INFRINGEMENT. The rented Hardware is for use at the Client's place of business only, exclusively for the purposes of recording employee time and attendance and is not to be moved from the Client's location without the prior written consent of PrimePay. The rented device(s) may not be sold or transferred by Client.

Advanced Replacement Program. Any Hardware Clocks in good standing under the rental program qualify for Prime Pay's exclusive Advanced Replacement Program. This program provides for the expedited shipment of a replacement clock in the event the rental clock should "fail" as determined by a PrimePay SPU/TLM representative. The Advanced Replacement Program works as follows:

- a) Client must first contact a PrimePay SPU/TLM representative. Once it is diagnosed by a PrimePay CSR that the terminal needs returned to PrimePay for Repair, the CSR will issue a Return Merchandise Authorization (RMA) and a sales order for the advanced replacement unit. If the order is received by the PrimePay production department prior to 12 noon AZ time, PrimePay's production department will make its best effort to ship the replacement unit the same day. Replacement units are shipped pursuant to standard 2-day delivery. At Client's discretion, Client can pay an expedited shipping fee to have the unit shipped via 1- day overnight air. Client must indicate that it is authorizing the additional expedited delivery fee at the time the RMA is issued.
- b) Once Client receives the advanced replacement unit, Client shall remove the new unit from the packaging and is responsible for the installation of the replacement clock, following the instructions included with the replacement unit. Client may contact a PrimePay SPU/TLM representative if additional support is required.
- c) Client shall then place the damaged unit and RMA back into the packaging that was received with the replacement unit. Client is responsible for returning any accessories included with the replacement unit. Client may be charged for any missing items.
- a) d) Client places the prepaid return label on the package and calls the appropriate carrier for a package pickup.
- e) Client shall return the non-working Hardware within fifteen (15) days. Client shall pay the replacement cost of any rented Hardware or accessories that are not returned within this period.
- f) Assuming the damage is not due to customer mistreatment, the customer is not charged for this service.

Client's Responsibilities. Client shall maintain the rented device(s) in a safe and careful manner that is consistent with the accompanying manuals or instructions it receives from PrimePay and free from abuse, tampering, flood or moisture, electrical surges, or another casualty. Client is responsible for any damage to the rented device(s) and for the cost of repair or replacement of such rented device(s) because of such damage or diminution in value. Client therefore has an insurable interest in the rented device(s) and is advised to add such Device(s) to Client's insured property. The rented device(s) may not be repaired by Client without PrimePay's prior written consent. IN NO EVENT SHALL PRIMEPAY BE RESPONSIBLE FOR ANY CONSEQUENTIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION DAMAGE FROM LOST PROFITS OR REVENUE, RESULTING FROM DAMAGE TO THE RENTED DEVICE(S) OR RESULTING FROM THE USE, MISUSE OR FAILURE TO USE THE RENTED DEVICE(S) OR ASSOCIATED TIME CLOCK SERVICES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. If a rented device should be damaged or malfunction, Client shall report the problem to PrimePay immediately.

Term, Termination and Return of Equipment. The initial rental term shall be for a period of six (6) months and thereafter shall automatically renew on a month-to-month basis until terminated by either party as provided in Section One of this Agreement. When this Agreement or Time Clock services are terminated for any reason, Client shall return the rented device(s) and all accessories at Client's expense to the location specified by PrimePay within fifteen (15) days, in working order and good condition except for ordinary wear and tear. Client shall pay the replacement cost of any rented devices or accessories that are not returned or that are returned in damaged condition.

## **11. HR Services.**

The Client hereby requests and authorizes PrimePay to provide access to PrimePay's HR system which provides employee Human Resource (HR) administrative record keeping services.

**Access, Use and Restrictions on Use.** For as long as this Agreement is in force and subject to its terms and conditions, PrimePay grants Client a revocable, non-exclusive, non-transferable, non-sublicensable right to access and use PrimePay's HR service platform (the "Platform"), solely for Client's internal business use. All other rights not expressly granted are reserved by PrimePay and its licensors. For purposes of this Agreement, "Platform" means the specific version of PrimePay's HR system which includes HR services owned, operated and maintained by PrimePay and accessible via PrimePay.com or another designated PrimePay web site or IP address; "content" means the audio and visual information, documents, software, products and services contained or made available to Client in the course of using the Platform; and "user(s)" means Client's employees, representatives, consultants, contractors or agents who are authorized to access and use the Platform and have been supplied user identifications and passwords by Client (or by PrimePay at Client's request). Client understands and agrees that its right to use the Platform is subject to certain commonly understood restrictions. First, Client is not permitted to resell or distribute Platform access to other businesses or entities except as expressly agreed in writing by PrimePay; Client represents and agrees that it is not a competitor of PrimePay; and Client agrees that each distinct Client number associated with Client's business or businesses will be subject to a separate Addendum and will be billed separately, unless otherwise expressly agreed by PrimePay in writing. Except as provided in Section 9, Client may not access the Platform for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes. In addition, Client shall not:

(a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third-party access to the Platform or its content in any way;

(b) modify or make derivative works based upon the Platform or its content.

(c) create Internet "links" to the Platform or "frame" or "mirror" any of its content on any other server or wireless or Internet-based device; (d) connect any devices or equipment to the system without expressed prior written authorization by PrimePay; (e) import export or attempt in any way to directly access system data by any means other than those provided by PrimePay as

part of the general system functionality; (f) decompile, reverse engineer or access the Platform in order to (i) build a competitive product or service; (ii) build a product using similar ideas, features, functions or graphics of the Platform; or (iii) copy any ideas, features, functions or graphics of the Platform. Individual employee access cannot be shared or used by more than one individual at any time. Finally, Client and all employees or others gaining access to the Platform under Client's login credentials shall not: (A) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;

(B) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (C) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (D) interfere with or disrupt the integrity or performance of the Platform or the data contained therein; or (E) attempt to gain unauthorized access to the Platform or its related systems or networks.

PrimePay reserves the right to restrict access, remove and/or discard Client's employee data without notice in the event of Client's breach of this Agreement, including, without limitation, Client's non-payment of any service fees due PrimePay. In the event this Agreement or PrimePay HR services are terminated for any reason, PrimePay shall have no obligation to maintain or forward to Client any data previously entered the Platform by Client following the effective date of termination.

This Addendum provides Client with a right to access the Platform and to use its functions and features. PrimePay (and its licensors, where applicable) shall own all right, title, and interest, including all related intellectual property rights, in and to the Platform and all content and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any other party relating to the Platform. Client acknowledges and agrees the sublicense agreement between PrimePay and its licensor inures to the benefit of the licensors of software and other applications, and that such licensors may directly enforce the terms of the sublicense agreement in order to protect their interest in the software and the service. Client further acknowledges and agrees that by executing this Agreement it grants permission to combine Client's business data with that of other clients in a manner that does not identify the Client or any individual to evaluate and improve the services offered to clients. This Addendum does not create a sale and does not convey to Client any rights of ownership in or related to the Platform, the underlying PrimePay technology, the content, or any intellectual property rights (which include patent rights, trade secret rights, copyrights, and trademark rights). The PrimePay name, logo, and the product names associated with the Platform are trademarks or service marks of PrimePay or third parties, and no right or license is granted to use them.

**Client Responsibilities.** Client understands and acknowledges that the Platform is an online tool intended to assist Client in managing its business and that this Agreement simply provides Client with access to that tool through login credentials that are encrypted within the Platform. In the event a password is lost, Platform administrators can only access an encryption key that automatically erases the Client's or user's password and sends a system-generated, temporary, one-time password to be used to create or reset

Client's or a user's login. PrimePay therefore does not retain or have access to Client's password or the password of any authorized user. Accordingly,

**Client is exclusively responsible for the security of its login access credentials and Client is exclusively responsible for all activity occurring under its login access.** Client is responsible for the lawful use of the Platform under its login access credentials and agrees to (a) notify PrimePay immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to PrimePay immediately and use reasonable efforts to stop immediately any copying or distribution of Platform content or data that is known or suspected by Client or its users; and

(c) not impersonate or allow any user to impersonate another PrimePay client or another user or provide false identity information to gain access to or use the Platform.

In using the Platform, Client and its users will enter user data that is unknown to PrimePay to use the functionality provided by the Platform. The Platform provides Client with useful tools to assist Client in managing Client's business on a self-service basis. As with PrimePay's payroll processing system, Client alone is responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and right to use any and all time keeping, personnel and other user data entered under Client's login credentials. Client is responsible for timely reviewing its payroll, time keeping, HR and other reports available to it under the Platform or otherwise under this Agreement and for promptly making any necessary corrections. PrimePay is not responsible for any payroll or other errors resulting from data entered by Client or users utilizing Client's login access credentials. Client shall indemnify, defend, and hold PrimePay harmless from and against any claim, demand, cause of action, loss or liability (including reasonable attorneys' fees and expenses of litigation) arising from Client's use of the Platform or use of any rented hardware under

Section Ten below, except to the extent caused by PrimePay's gross negligence or willful misconduct. This provision shall survive the termination of this Addendum.

**Service Fees.** As provided in Section One of this Agreement, Client shall pay PrimePay a service fee for Platform access in accordance with PrimePay's Total Cost Proposal in effect and presented to Client at the time of enrollment, or otherwise as provided in a specific price quote presented to Client. Recurring services fees for Platform access are calculated on a per-employee, per-month (PEPM) basis for all persons whose "Status" in the HR system is marked as "Active" for at least one (1) day during a billing month, as entered by Client. The billing month is calculated starting on the 15<sup>th</sup> of each month at 00:00 (midnight) and ending on the 14<sup>th</sup> day of the next month at 23:59. This PEPM count does not include terminated employees who are not currently "Active" during the billing month, even though HR data may have been entered for such employee at an earlier time. Client will be electronically debited for its monthly service fee, in arrears, on the 10<sup>th</sup> day of each month in accordance with the electronic funds transfer authorization on file with PrimePay. Client shall execute a new electronic funds transfer authorization if requested by PrimePay, or if Client changes the bank account designated in its original authorization. If Client becomes delinquent in its service fees for any reason, PrimePay may at its sole discretion suspend access to the Platform and, if the delinquency is not cured within 30 days, terminate this Addendum, and pursue any other remedies under this Agreement or as may be provided by law.

Although client is granted access to run system reports at any time and as frequently as client deems necessary to properly manage its business operations, Client agrees not to run reports that span a timeframe longer than 30 (thirty) days, during normal business hours, which is considered 6am – 8 pm client local time. PrimePay, at its discretion, may elect to charge client for additional excessive system resource usage charges if client's usage of system resources exceeds what PrimePay deems to be normal business practices.

Service Level Agreement - PrimePay shall use all reasonable commercial efforts, being no less than accepted industrial standards in this regard, to ensure that the Platform is available to Client 99.9% of the time in any calendar month. The Platform will be available 24 hours per day, 7 days a week, except for any service interruptions for scheduled maintenance and emergency fixes. Client acknowledges that from time to time there could be unscheduled outages and due to the unpredictable nature of such occurrences it is not possible to specify an exact outage duration, however due diligence will be taken to resolve them in a timely manner. Client will not hold PrimePay responsible for any additional costs incurred by the client because of any outages. (Can stay for HR Services)

Data Retrieval. Client's HR data will be processed by PrimePay's payroll system and the results for each pay period will be reflected in Client's payroll reports. PrimePay maintains Client's payroll data while Client is on PrimePay's payroll service and for a minimum of six years after the termination of payroll services, unless PrimePay notifies Client of a change in this policy. While Client has authorized access to the Platform pursuant to this Agreement, PrimePay will retain Client's historical user HR data for all employees, both Active and Inactive, for a minimum of six (6) months, unless this period is extended at the discretion of PrimePay. There may be additional storage and retrieval charges if Client requests PrimePay to keep such user data beyond this time limit. It is therefore Client's responsibility to copy, download or export time records it wishes to maintain for a longer period, or notify PrimePay in writing prior to expiration of the six (6) month period if Client wants the historical user data to be stored for a longer period. PrimePay will use reasonable efforts to notify Client if there is any failure of retrieval of such user data, however any such failure shall not affect Client's responsibility for payment of the additional storage and retrieval charges. PrimePay reserves the right to modify its general practices and limits relating to storage of user data.

Upon termination of PrimePay HR services or of this Agreement, as stated above Client's access to the Platform will be terminated immediately. Client may have legal, regulatory, or administrative duties to maintain HR data for individual employees. **Accordingly, Client understands and agrees that Client is solely responsible for the retention and back-up of all reports it may need from the Platform, and Client acknowledges its full responsibility for running such reports, both on an ongoing basis as well as prior to its loss of access to the Platform upon termination.**

Representations and Warranties. Both Client and PrimePay represent and warrant that it has the legal power and authority to enter this Addendum. PrimePay represents and warrants that it will provide access to the Platform and Platform functionality in a manner consistent with general industry standards reasonably applicable to the provision thereof, and that the Platform will perform substantially in accordance with the Platform's online

help documentation under normal use and circumstances. Client represents and warrants that it has not falsely identified itself nor provided any false information to gain access to the Platform, and that its billing and bank authorization information is correct.

Disclaimer of Warranties. EXCEPT AS PROVIDED ELSEWHERE IN THIS AGREEMENT OR AS REQUIRED BY LAW, PRIMEPAY AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE PLATFORM OR ANY CONTENT. PRIMEPAY AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE PLATFORM WILL BE SECURE, TIMELY, UNINTERRUPTED, ERROR-FREE, OR WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THE PLATFORM WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CLIENT THROUGH THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; (E) ERRORS OR DEFECTS WILL BE CORRECTED; OR (F) THE PLATFORM OR THE SERVER(S) THAT MAKE THE PLATFORM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE PLATFORM AND ALL CONTENT IS PROVIDED TO CLIENT STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY PRIMEPAY AND ITS LICENSORS.

Internet Delays. PRIMEPAY'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PRIMEPAY IS NOT RESPONSIBLE FOR ANY DAMAGES OF ANY KIND IN CONNECTION WITH DELAYS, DELIVERY FAILURES, OR OTHER SUCH PROBLEMS.

Limitation of Liability. IN NO EVENT SHALL PRIMEPAY'S AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY AND/OR DUE FROM CLIENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL PRIMEPAY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE PLATFORM, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE PLATFORM OR THE CONTENT, OR ANY INACCURACY, ERROR, OR OMISSION IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Modification of Terms. PrimePay reserves the right to modify the terms and conditions or its policies relating to Client access to the Platform at any time, effective upon posting of a notice containing an updated version of this Agreement on the Platform. Client is responsible for regularly reviewing this Agreement. Continued use of the Platform after notice of any such change is posted to the Platform shall constitute Client's consent to such change.

CLIENT ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGMENT THAT CLIENT INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CLIENT ENTERS INTO THROUGH THE service, SUCH AS ORDERS, CONTRACTS, STATEMENT OF WORK, AND NOTICES OF CANCELLATION.

## **12. Referral Partners.**

Client acknowledges and agrees that PrimePay may from time to time refer Client to one of PrimePay's third-party partners to provide additional services to Client and/or Client's employees. Notwithstanding anything herein to the contrary, if Client elects to consider or acquire such services from such third-party, including but not limited to SimplyInsured, Client hereby, consents to PrimePay providing such relevant information of Client and/or its employees to such third-party.

## **13. Bundled Pricing.**

Notwithstanding anything herein to the contrary, if the Services purchased hereunder are subject to PrimePay's bundled pricing model, the initial term of this Agreement shall be for one (1) year and shall automatically renew for subsequent 1-year renewal terms, unless either party gives the other ninety (90) days prior written notice of its intention not to renew. For all Agreements subject to this Section 13, such 90-day prior written notice before the start of a renewal term shall be the only time Client may terminate this Agreement.

## **AUTHORIZATION TO HONOR EITHER ELECTRONIC FUNDS TRANSFER OR DEPOSITORY TRANSFER CHECKS**

FROM:

(COMPANY)

Name

Address

TO:

(COMPANY'S BANK)

Name

Address

(“Company”) hereby requests and authorizes you to honor Electronic Funds Transfer or Depository Transfer Checks on your Demand Deposit Account Number (Bank Account #) drawn by PrimePay, LLC. We agree that your rights with respect to any such draft will be the same as if such draft were drawn and signed by an authorized representative of the Company. This authorization, which includes authority to correct errors, is effective until revoked by the Company in writing and such revocation is actually received by the Bank.

The Company hereby agrees that if any Electronic Funds Transfer or check drawn on the above account is not honored by you, whether with or without cause, you shall be indemnified by the Company for any liability arising from such dishonor.

We request that if, for any reason you are unable to honor and draft against this account, you contact PrimePay's Tax Department immediately at (888) 222-3411.

Authorized Signature

Name (Print)

Title

Date

***After completing this form, you must forward the original to your Banking Institution and provide a copy to PrimePay.***