

EVERYDAY SERVICE SCHEDULE

DEFINITIONS. Capitalized words in this Everyday Service Schedule (“Schedule”) that are not otherwise defined herein shall have the same meaning given in the Payroll and Human Capital Management Services Agreement (“Agreement”) and the General Terms and Conditions.

WHEREAS, Client and Paycom wish to enter into this fee-based agreement whereby Paycom shall render certain daily payroll services to Client; and

WHEREAS, this Schedule is intended to supplement the Agreement and the General Terms and Conditions between Client and Paycom, to which this Schedule is incorporated therein, for the services described herein, and only with respect to the matters specifically set forth herein;

THEREFORE, in consideration of the covenants set forth herein, Paycom and Client further agree as follows:

A. **Daily Payroll Services:** Subject to the terms, limitations, and conditions herein, Paycom agrees to provide Client with daily payroll service (“Service”). The Service shall be provided as follows:

- (1) Client’s employees may individually elect, using Paycom’s Application, to participate in the Service to obtain net remuneration on a daily basis (“Participant”). Upon election, an employee’s participation may, unless delayed, begin on the first day of the next regularly scheduled pay period (i.e. weekly, bi-weekly, semi-monthly, monthly) (“Pay Period”) and will continue until revoked by Participant, or terminated by either Party.
- (2) Paycom shall have the right, but not the obligation, to refuse any Participant’s enrollment or to cease and discontinue Service to a Participant based upon Paycom’s or Paycom’s financial institution’s criteria and decision making.
- (3) Prior to payment to a Participant, Client shall timely approve the calculated amount of net remuneration to be paid to a Participant. Client may elect to do so on an automated basis and subject to certain limits and parameters. To the extent Client elects to approve the net remuneration amounts on an automated basis, Client agrees that its automated approval(s) shall have the same effect as if Client approved on a non-automated basis. Client acknowledges and agrees that Client’s failure to timely approve net remuneration payments may result in delayed payments to Participants.
- (4) Net remuneration will be electronically transferred to Participant at the next available payment date and subject to Paycom cutoff times, NACHA cutoff times, and financial institution cutoff times.
- (5) Client agrees to provide Paycom with accurate and complete payroll and tax information and to have sufficient funds to cover Client’s payroll amounts, taxes, processing charges and fees (“Payroll Funds”). Client agrees to remit payment to Paycom any payroll disbursements made on behalf of the Client; such remittances shall be made within one business day of any payroll disbursements unless otherwise stated in writing by Paycom. Client agrees to provide Payroll Funds on a daily basis, if needed, before the specified cutoff time as determined by Paycom. If Paycom determines that the Payroll Funds received are insufficient for any reason, then Client agrees to promptly remit any deficiency of Payroll Funds to Paycom immediately following notice from Paycom. Paycom reserves the right, at any time for any reason, in Paycom’s sole discretion, to determine the funding methods to be used for collection of Payroll Funds. Client understands and agrees that Paycom may refuse to provide the Service if Paycom does not promptly receive payment for any deficiency of Payroll Funds. Client further understands and agrees that Paycom, in its sole discretion, may terminate this Schedule if any of Client’s Payroll Funds are returned, declined, or otherwise not received by Paycom.
- (6) Client agrees to not solicit or receive fees from Participants related to the Service, or charge or pass any costs on to Participants related to the Service, whether directly or indirectly, in any form or fashion, whether in the form of a voluntary request or involuntary deduction (“Participation Cost”). Client understands and agrees that Paycom, in its sole discretion, may terminate this Schedule if Client is implementing a Participation Cost for the Service, or Paycom suspects Client is adding or has added a Participation Cost for the Service.

B. **Net Remuneration.** For daily payroll payments, a Participant’s net remuneration shall be calculated as follows:

- (1) Calculate the Participant’s earned wages for the day (“Daily Gross”); and
- (2) Calculate the amount of payroll deductions authorized for the Participant’s regularly scheduled Pay Period and deduct that amount from the available funds permitted to be paid for the Daily Gross with the deducted amount set aside to be accounted for with respect to Participant’s regularly scheduled Pay Period. It is understood and acknowledged that, at the beginning of a Participant’s pay period, net remuneration may not be available because all or some of the Daily Gross may be consumed and set aside for payroll withholdings and deductions ((and there may be additional instructions provided to Client or other applicable restrictions and details related to when an employee will receive their Net Remuneration which are detailed in the Everyday Authorization and Terms of Use); and
- (3) Calculate any accrued taxes for the Daily Gross and deduct that amount from the Daily Gross with the deducted amount set aside to be reported and remitted to the appropriate taxing authorities;

C. **Client Obligations.** Client obligations are as follows:

- (1) Client shall be solely responsible for monitoring legal developments applicable to Client, Client’s employees, the operation of its respective business, interpreting and complying with applicable state, local, and federal laws, determining state, local, and federal law compliance for its business and maintaining an ongoing compliance program. It is Client’s responsibility to ensure that Participants have received Everyday Authorization and Terms of Use and all other instructions for the Service.
- (2) Client has reviewed the formula for the calculation of the net remuneration set forth in Section B and approves its use in the provision of Service to its employees. Client instructs and directs Paycom to use the formula in Section B to perform the Service.
- (3) Client and Paycom acknowledge and agree that there may be circumstances in which Paycom’s calculation of the amount of payroll withholdings and deductions authorized for the Participant’s regularly scheduled Pay Period is insufficient to pay the required withholdings for the Participant’s actual pay period compensation. In such an event, the Client shall exclusively assume the risk of the Service resulting in withholding shortages for federal, state, local tax withholdings, other deductions (including benefit plans or garnishments) or other withholdings; and Client shall exclusively pay and be responsible for any such withholding shortfalls. Third party providers may provide services to Participants in connection

with the Service. Notwithstanding anything to the contrary herein, Paycom shall not be liable for any errors or omissions of any third party, nor be responsible for any damages caused by any third party.

- (4) If Paycom determines that any change in the Services is deemed necessary or prudent, or is required by applicable laws, rules, requirements, operating rules, or regulations, Paycom shall make such changes to the Services. Client shall cooperate with any changes that Paycom determines are required to maintain regulatory compliance.

D. **Termination.** In addition to any termination provisions included in the Agreement and the General Terms and Conditions, Paycom may terminate this Schedule in the event: (i) Client is no longer utilizing a Paycom service necessary for the use of the Service; or (ii) Paycom determines, in Paycom's sole discretion, to discontinue the Service to Client. A termination of this Schedule under this paragraph shall not constitute a termination of the Agreement and shall not be considered a breach of the Agreement.

E. **Limitation of Liability; Limitation of Remedies, Exclusive Remedy, Limitations on Damages.** AS TO THE SUBJECT MATTERS SET FORTH IN THIS PARAGRAPH, IN THE EVENT OF A CONFLICT WITH THIS PARAGRAPH AND THE AGREEMENT OR THE GENERAL TERMS AND CONDITIONS, THIS PARAGRAPH WILL CONTROL. PAYCOM AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM OR IN CONNECTION WITH THE SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES (INCLUDING ANY SUCH DAMAGES ARISING FROM, WITHOUT LIMITATION: LOSS OF PROFITS, GOODWILL, DATA, OR USE; THE QUALITY, RELIABILITY, ACCURACY, AND COMPLETENESS OF THE SERVICE; ANY MODIFICATION, ALTERATION, PUBLICATION, DISPLAY, FAILURE TO STORE, FAILURE TO PUBLISH, FAILURE TO INDEX, LOSS, DELETION, ALTERATION, LOSS OF ACCESS, OR DAMAGES OF OR TO THE CLIENT DATA, OR CLIENT'S COMPUTER EQUIPMENT, SOFTWARE, DATA, OR ANY TEXT, IMAGE, VIDEO, MUSIC, SOUND, AUDIO, OR OTHER MATERIAL THAT RESULT FROM CLIENT'S USE OF THE SERVICE; FAILURES, DELAYS, MISDELIVERIES, OR INTERRUPTIONS IN THE SERVICE; DOWNLOADING OR ACCESSING THE SERVICE OR ANY CLIENT DATA; UNAUTHORIZED ACCESS TO OR ALTERATION OF CLIENT DATA OR ANY INADVERTENT BREACH OF SECURITY RELATED TO ANY SERVER USED BY PAYCOM OR THE SERVICE), EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION SHALL APPLY REGARDLESS OF THE FORM OF ACTION AND WHETHER IN CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, STATUTORY LIABILITY, STRICT LIABILITY, INDEMNITY, CONTRIBUTION, OR OTHERWISE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT AND/OR THE GENERAL TERMS AND CONDITIONS, TO THE EXTENT PAYCOM IS DETERMINED TO BE LIABLE FOR ANY MONETARY DAMAGES ARISING FROM THE SERVICE, CLIENT'S REMEDIES FOR ALL DAMAGES, LOSSES, LIABILITIES, DEMANDS, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE INDEMNITY, CONTRIBUTION, OR OTHERWISE, SHALL NOT EXCEED FIFTY DOLLARS (\$50), REGARDLESS OF CLIENT'S ACTUAL LOSSES, LIABILITIES, OR INJURIES. PAYCOM IS NOT AN INSURER AGAINST CLIENT'S RISKS. TO THE EXTENT THE CLIENT DESIRES PAYCOM TO ASSUME A GREATER LIABILITY OR RESPONSIBILITY THAN AS SET FORTH HEREIN, THEN, AN ADDITIONAL FEE MUST BE FIRST QUOTED TO CLIENT AND PAID BY CLIENT BEFORE SUCH GREATER RESPONSIBILITY SHALL APPLY TO PAYCOM.