



General Terms and Conditions

Capitalized words in these general terms and conditions (the “General Terms and Conditions”) that are not otherwise defined herein shall have the same meaning given in the PHCMSA. Paycom and the Client agree as follows with respect to the Services. Paycom and Client are referred to herein collectively as the “Parties” and each individually as a “Party.”

1. Paycom’s Obligations. Paycom shall perform the Services in accordance with the Agreement.

2. Paycom Representations and Warranties. Paycom represents and warrants to Client that:

2.1. Paycom shall, upon written request, provide Client with a copy of its most recent Service Organization Control 1 Report for Description of Paycom Software, Inc.’s Payroll Processing System and Service Organization Control 2 Report for Description of Paycom Software, Inc.’s Payroll Processing System (the “SOC Reports”). Paycom shall maintain controls on its payroll processing systems at a similar level to continue to achieve the control objectives described in the SOC Reports and it shall make any such future reports or similar industry audit reports available to Client upon Client’s request.

2.2. Paycom currently maintains certification for ISO 27001:2013 which governs its physical and technical security controls. Paycom shall maintain controls on its physical and technical security systems at a similar level to continue to achieve the control objectives of ISO 27001:2013.

2.3. Except as otherwise expressly stated herein, Paycom makes no other representations and warranties.

3. As Is, Disclaimers. THE SERVICES PROVIDED BY PAYCOM PURSUANT TO THE AGREEMENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. EXCEPT AS EXPRESSLY STATED HEREIN, TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, PAYCOM DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SYSTEM INTEGRATION, AND NONINFRINGEMENT.

4. Paycom’s Intellectual Property; Use of Trademarks and Trade Names. Paycom grants Client, and its subsidiaries and affiliates approved by Paycom, a non-exclusive, non-transferable license, exercisable solely during the Term of the Agreement, to use applicable Paycom technology, including the computer software programs made accessible to Client by Paycom in connection with the Services, manuals, training materials and any other technology provided by Paycom to Client in connection with the provision of the Services (collectively, the “Paycom Technology”) solely for the purpose of accessing and using the Services. Client shall have no right to use the Paycom

Technology for any purpose other than accessing and using the Services. Except for the rights expressly granted above, the Agreement does not transfer from Paycom to Client any rights to the Paycom Technology (or Paycom’s licensor’s technology), and all right, title and ownership interest in and to any Paycom Technology shall remain solely with Paycom. Client shall not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or any other intellectual property and/or proprietary information from any of the Paycom Technology. Client acknowledges and agrees that Paycom’s trademarks, tradenames, service marks, logos, other names and marks, and related product and service names, design marks, and slogans are the sole and exclusive property of Paycom. Client is not authorized to and shall not use, nor shall Client in any manner cause others to use, any of Paycom’s trademarks, tradenames, service marks, logos, other names and/or marks, and/or related product and service names, design marks, and/or slogans in any advertising, any publicity, any forum, any social media, or in any other manner, without the prior written consent of Paycom.

Unless otherwise required by law or regulation, Client agrees that neither Client nor its then-current representatives (including its then-current members, managers, officers, and/or personnel) shall make any public statements or cause or encourage others to make, or allow to remain available for viewing, any public statement regarding Paycom, its business practices, its officers, its directors, its products, its Services, and/or its employees. Client acknowledges and agrees that this non-disclosure obligation and prohibition extends to statements made to the public generally and/or any grouping of individuals, including but not limited to, the news media, the internet, social media platforms, investors, potential investors, industry associations, industry conferences, industry publications, and/or seminars. Client understands and agrees that this Section is a material provision of this Agreement and that any breach of this Section shall be a material breach of this Agreement, and that Paycom would be irreparably harmed by violation of this Section. The prohibition on non-private statements contained herein does not apply to internal communications entirely among Client’s own personnel relating to Paycom, Paycom’s products, Paycom’s Services or Client’s experiences with Paycom’s personnel, products or Services.

5. Paycom’s Indemnity Obligation. Subject to the terms and conditions of the Agreement, including the limitations of liability, monetary caps, and exclusion of certain types of damages provided for herein, Paycom shall indemnify and hold Client and its affiliates, and their respective employees and agents harmless from any and all liabilities, demands, actions, claims, judgments, losses, damages, and costs (including reasonable attorneys’ fees) brought by any third party and arising out of or related to Paycom’s or Paycom’s employees’ gross negligence or willful misconduct.

6. Reliance on Client's Information; Responsibility for Amended Returns; Exclusions; Instructions; Concurrent Actions. Paycom's Services are based upon information and instructions provided by Client. Client is solely responsible for the accuracy and completeness of all information and instructions provided to Paycom. Notwithstanding anything to the contrary in the Agreement, Paycom shall not be liable or responsible for errors or omissions arising from Paycom's reliance upon Client's instructions or incorrect or incomplete information provided by Client or if applicable, a third party providing information regarding Client.

Paycom may, in its sole discretion, assist Client with any notices it receives from any Federal, State or Local governmental and/or quasi-governmental authorities (collectively "Taxing Authorities"). Client agrees Paycom may, on Client's behalf, submit a request to the Taxing Authorities for abatement of any such notice, which may include a request to use Client's first time penalty abatement. In the event there is an erroneous payroll tax return filing that was erroneous due to the sole fault of Paycom, then, during the Term of this Agreement and subject to the terms and limitations herein, Paycom shall assist Client, at no further cost or expense to Client, with amending or refiling the erroneous tax filing with Taxing Authorities. Paycom's assistance with amendment or refiling shall be Paycom's sole and exclusive obligation with respect to any such erroneous filing. Notwithstanding anything to the contrary herein, Paycom shall not be required to amend or refile any payroll tax return or payroll tax filing on behalf of Client in the event Client ceases its use of Paycom's payroll processing Services or appoints another service provider as its taxing-authority power of attorney. In such an instance, any amendment or refilled payroll tax returns or adjustments shall be handled by Client or Client's new provider at Client's expense. Paycom is not responsible for settling any disputes between Client and Client's employees, or Client and any Taxing Authorities, or Client and any other regulatory bodies. Notwithstanding anything to the contrary herein and subject to the limitations of liability herein, unless such liability was caused entirely by the fault of Paycom in its performance of the Services, Paycom is not responsible to Client for any claims asserted by Client's employees against Client that relate to any duty or obligation an employer may owe to an employee.

In the event Client instructs and directs Paycom to not prepare or file on its behalf Client's IRS W-2, W-3, 1095-B, 1095-C, 1094-B, and/or 1094-C forms; or those IRS forms' subsequent substitutes or functional equivalents, as indicated in the Agreement, Client agrees that Paycom shall not be responsible for any liabilities arising as a result of Paycom's acts or omissions in furtherance of those instructions, including but not limited to any IRS penalties associated with, to the extent Client is required to do so, Client's failure to file IRS W-2, W-3, 1095-

B, 1095-C, 1094-B, and/or 1094-C. In the event Client instructs and directs Paycom to not prepare or file on its behalf Client's IRS W-2, W-3, 1095-B, 1095-C, 1094-B, and/or 1094-C forms; or those IRS forms' subsequent substitutes or functional equivalents, as indicated in the Agreement, Client hereby releases Paycom from any and all claims, causes of action or demands, whether sounding in contract or tort, arising out of Paycom's or Client's failure to file IRS W-2, W-3, 1095-B, 1095-C, 1094-B, and/or 1094-C forms, including without limitation, any penalties or interest resulting therefrom.

In instances when Client provides instructions to Paycom, Client shall provide specific and particular instructions with regards to each applicable Service component. Generalized statements by Client to Paycom without explicit particularized instructions or particularized direction shall not constitute valid 'instructions' pursuant to this Agreement. To the extent the Paycom Technology does not have the functionality to accommodate or address Client's instruction or issue, Paycom's exclusive obligation to the Client shall be to inform the Client that such functionality is not currently available with the Paycom Technology.

Notwithstanding anything to the contrary in this Agreement, the following shall not constitute Paycom's negligence, breach, or wrongdoing, whether independently or alleged as a contributing or concurrent cause: (a) Paycom's failure to detect or failure to prevent any fraud of Client's employees or agents; (b) Paycom's reliance on data provided by Client to Paycom that contains inaccuracies or errors; (c) Paycom's acts or omissions in furtherance of Client's instructions; and/or (d) the Paycom Technology's lack of or inability to provide a feature or functionality desired by Client.

7. Client's Registration Obligations. Client is solely responsible for being properly registered with all applicable Taxing Authorities and for obtaining and maintaining valid tax identification numbers and/or account numbers with applicable Taxing Authorities. Client shall timely provide Paycom with all account numbers issued by Taxing Authorities to Client, whether active or inactive. If Client is not properly registered with the appropriate taxing authorities, Paycom may register Client through Paycom's tax registration services for an additional fee. Paycom shall not be liable to Client for any failure of Client to be registered with applicable Taxing Authorities, or for any failure of Client to have valid tax identification numbers or account numbers timely provided Paycom, or any delays, remittance issues or filing issues arising therefrom.

8. Term and Termination. Unless otherwise specifically agreed upon in a signed written agreement, the Agreement shall continue in full force and effect during the Term. Notwithstanding, Paycom shall have the right to immediately terminate the Agreement in the event: (i) Client materially breaches its obligations to Paycom; (ii) Client fails to pay or

remit any sums or fees related to the Services within two (2) business days after the due date of any sums or fees; (iii) Client discontinues its exclusive use of Paycom's payroll processing services for one or more pay periods; (iv) Client asserts, files or threatens any bankruptcy or Client asserts, files or threatens adverse action against Paycom; (v) Client engages with the Services in an unreasonable manner; (vi) Client fails to timely remit to Paycom the funds required to perform the Services more than one time in any twelve-month period; (vii) any one of Client's affiliated client code entities is in default of its obligations to Paycom; (viii) a secured creditor of Client, governmental authority, or judgment creditor of Client asserts a claim of right to Client's funds; (ix) Client's failure to comply with NACHA rules, as set forth in Section 9 herein; or (x) Paycom's depository or financial institutions notify Paycom that Paycom may no longer service the Client due to Client's creditworthiness, owners, managers, Client's business reputation or the nature of Client's business activities.

Notwithstanding anything to the contrary in this Agreement, upon termination of the Agreement in whole or in part (and after expiration of any applicable notice periods), Paycom shall have no further obligation whatsoever to perform any of the Services or obligations set forth in the Agreement, or, to the extent such termination was partial, Paycom shall have no further obligation to perform the Services or obligations of the applicable service component that has been terminated, including but not limited to any obligation to perform any act on Client's behalf with respect to governmental authorities or payroll tax filings, whether relating to future time periods, current time periods, or prior time periods. Further, upon termination of Services relating to payroll processing, Client will immediately become responsible for all payroll tax deposits and payroll tax filings (including amendments and refilings) then and thereafter due and for all related penalties and interest, and whereupon Paycom shall promptly return to Client any excess monies in Paycom's possession (if any) that are not reasonably subject to potential reversal, return, setoff or recoupment. In the event any monies credited or debited by Paycom and/or in Paycom's possession are subject to potential reversal, return, setoff or recoupment, then Paycom shall have the right to hold said funds during the time period of potential reversal, return, setoff or recoupment and thereafter shall promptly return all remaining funds to Client after the applicable time period has expired.

During any time period in which Client is in default of its obligations to Paycom, Paycom shall have the right to suspend the provision of its Services to Client, in whole or in part, pending Client's compliance with the Agreement or pending termination of the Agreement.

Client shall be required to pay an additional fee for any post termination access to the Technology, Client's Website Account within the Technology, and/or any data maintained in connection with the Website Account.

During any time period in which a demand is made upon Paycom by Client's lender(s), Client's judgment creditor(s), a secured party of Client, or Client's financial institution(s) seeking turnover of any of Client's funds, Paycom shall have the right to suspend the provision of its Services to Client, in whole or in part, and may additionally require any or all of the following actions: (i) a written waiver and/or release from such persons relating to it's/their demands (and, if applicable, confirmation that such release has been submitted to the appropriate persons or recording systems), (ii) the termination of this Agreement, or (iii) the interpleader of disputed funds into escrow.

In the event Client terminates its payroll processing Services with Paycom or does not exclusively utilize Paycom for payroll processing Services, then all Services performed by Paycom shall be terminable at Paycom's option. Further, Client's use of Beti®, including check approvals, is a required component of payroll processing Services. Accordingly, Client's failure to utilize Beti® shall be deemed a termination of payroll processing Services by Client.

9. NACHA Compliance; Fedwire Requests. The Services provided by Paycom may be subject to the operating rules of the National Automated Clearinghouse Association ("NACHA"). Paycom and Client each agree to comply with the NACHA rules applicable to it with respect to the Services. Information pertaining to NACHA rules and guidelines can be found at www.nacha.org. Pursuant to the NACHA Rules, Client agrees and authorizes the following (terms not otherwise defined in this paragraph shall have the meaning given in the NACHA operating rules): (1) for Paycom to originate entries on behalf of the Client to Receivers' accounts; (2) to be bound by NACHA rules; (3) to not originate any entries or transactions that violate the laws of the United States; (4) to allow Paycom to originate entries or transactions related to payroll amounts, tax liabilities, human capital management service fees, charges, and other fees and charges related to the Services (collectively "Services' Amounts"); (5) to only authorize transactions from or to accounts that Client owns or has authorization to process transactions for (6) the right of Paycom to terminate or suspend this Agreement for breach of these rules; and (7) to allow Paycom to audit Client's compliance with this Agreement and these rules. Client hereby authorizes Client's banks and Paycom's banks (collectively, "Bank Representatives") to transfer funds from Client's account at Client's bank to the accounts of Paycom for Services' Amounts. Client represents and warrants that this authorization has been duly approved by its Board of Directors, Members, Managers or other governing persons and continues in full force and effect. The Bank Representatives may issue payment orders in the name of the Client against the accounts of Client's bank, subject to Client's bank's acceptance. Payment orders issued on behalf of Client pursuant to this Agreement may be issued by Fedwire Request for Credit Transfer (1031) or electronic entries in accordance

with the rules of NACHA, on the days and times and in the formats prescribed by Client's Bank. Client's bank shall debit Client's account for the amount of each payment order issued pursuant to this Agreement on the date such order is executed by Client's bank. Client's instructions to Paycom and Client's use of Paycom's Services shall not violate the NACHA rules or the laws of the United States. Neither Paycom nor any Originating Bank shall be liable to Client for any damages arising from any decision to refrain from or delay originating debit/credit entries with respect to Services' Amounts: (1) due to Client's creditworthiness or Client's business activities or owners or managers; (2) after reasonable efforts to verify such entries have failed; or (3) because Paycom has not timely received funds from Client.

10. No Professional Advice. Notwithstanding anything to the contrary herein, the Services provided by Paycom expressly do not include the rendering of legal, tax, accounting, or investment advice to Client or Client's employees. The federal government, tribal governments, state governments or localities each may impose specific obligations pertaining to employee wage requirements, employee wage statements, overtime computation parameters, meal credit parameters, leave time, break time, industry requirements, paystubs, employer-employee disclosures or other matters; and it remains Client's exclusive obligation to comply with applicable laws, rules, and regulations pertaining to Client and/or its employees. Additionally, Client shall adopt its own effective internal controls concerning its payroll. The Services should not, will not, and cannot be relied upon to detect or disclose errors, fraud or illegal acts of Client or Client's employees, subcontractors, or agents. Paycom is not and shall not act as an agent of Client for receipt of service of legal process. Paycom shall have no obligation to accept, receive or forward Client's legal process, including summons, subpoenas, complaints, injunctions, or other legal process. Upon Paycom's request, Client shall reimburse Paycom for any reasonable expenses resulting from Paycom responding to any subpoenas, including but not limited to responses to subpoenas that occur after the termination of this Agreement.

11. Required Manner of Notices From Client. Paycom maintains a secure website ("Website Account") through which Client may input and/or access information and through which Client shall request transactions electronically. Client's use of the Website Account is required. Except as may otherwise be expressly permitted in a Schedule, all notices required to be provided to Paycom shall be made in specific accordance with these General Terms and Conditions and/or through data entry on the Website Account, including but not limited to Client's data entry of payrolls, new employees, contact information for employees, employee classification, overtime computation parameters, and all other information permitted to be entered through the Website Account. Paycom shall not be required to rely upon or use any information provided by the Client to

Paycom unless the information has been provided to Paycom in the manner expressly provided for herein. Notwithstanding the foregoing, Client shall also contemporaneously transmit any demands and/or notices regarding disputes between Client and Paycom arising from or related to this Agreement (including notices of material breach, notices of default, notices claiming indemnification) via email to legalnotices@paycomonline.com.

12. Client's Indemnity Obligation. Notwithstanding anything to the contrary herein, Client understands that all Services rendered by Paycom are based upon the information furnished by the Client. Client shall indemnify, defend, and hold Paycom and its affiliates, and their respective employees and agents harmless from any and all liabilities, demands, actions, claims, judgments, losses, damages, and costs (including reasonable attorneys' fees) arising out of or related to the following or any combination of the following: (i) Client's breach of any obligation, representation, or warranty under the Agreement; (ii) Client's actual or alleged violation of any applicable local, state, or federal law, rule, or regulation; (iii) any failure on the Client's part to fund any payment obligation of Client; (iv) any debit or reversal of funds transfers to or from Client's employees or others that results in a Paycom funds shortfall with respect to Client's account with Paycom; (v) any breach of Client's Security Information (as defined in Section 16); (vi) Client's negligence or willful misconduct; (vii) Paycom's acts or omissions in furtherance of Client's instructions; (viii) the use of inaccurate or incomplete information provided by the Client; and (ix) any issue concerning Paycom's provision of the Data Services (as defined in Section 19), including, without limitation: 1) that any person or Client (including its officers, employees, personnel, any entity related to or performing services on behalf of Client, or any Client contractor) was permitted unauthorized access to Client's data; 2) that any confidential information transmitted was lost, disclosed, or breached; 3) that any confidential information of others was disclosed to unauthorized persons; or 4) that Client's or third parties' protocols failed to comply with applicable local, state, or federal law, rule, or regulation.

13. Client Representations and Warranties.

13.1. Client represents and warrants that:

- (i) Client shall not use the Services for any illegal purpose, such as but not limited to, terrorism or money laundering, or otherwise cause a transaction that will require the filing of a Suspicious Activity Report pursuant to the rules and regulations issued by the Financial Crimes Enforcement Network.
- (ii) Client, including any of its managers or beneficial owners or any applicable affiliated entities, does not and shall not appear on any terrorism watch list, OFAC list, or similar list maintained by the U.S. Government.
- (iii) Client, including any of its managers or beneficial owners or any applicable affiliated entities, is not involved in

a business or industry that violates federal law, including, but not limited to the Controlled Substances Act, the Bank Secrecy Act, and The Anti-Money Laundering Act of 2020.

(iv) Client shall comply with all applicable laws, rules, and regulations, and shall not violate the laws of the United States.

(v) Client is solely responsible, with regard to any transfer of personal information to Paycom, for the legality and the means by which Paycom accessed or acquired such personal information, including when required by applicable law, rule, or regulation, obtaining consent for the collection, transfer and/or use of such information.

(vi) Client shall not upload any documents, information, or materials that are not related to any Paycom computer system, to the Paycom Technology through the Website Account, to or through the Data Services (as defined in Section 19), or in any other manner.

(vii) Client's use of the Services is for a commercial purpose and specifically not for any personal, family, or household purpose.

(viii) Client shall not transmit individual health information to Paycom. Notwithstanding anything to the contrary herein, the Agreement does not anticipate transmittal of or otherwise apply to individual health information that is protected under any privacy and/or security regulations implemented by the Department of Health and Human Services pursuant to its authority under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), or the like.

(ix) Client shall implement reasonable technical and organizational measures to protect Client's data and Paycom's system against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access.

(x) Client shall immediately notify Paycom if it or its affiliates have filed bankruptcy or if a bankruptcy filing is imminent.

13.2. Client further represents and warrants Client shall not store or publish through the Services any material, or otherwise engage in any conduct, that:

(i) violates, infringes, or misappropriates the rights of others, including without limitation, any patent, trademark, trade secret, copyright, publicity right, or other proprietary rights;

(ii) involves uploading, posting, emailing, transmitting, or otherwise making available Client data that Client does not have the right to make available under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements, etc.);

(iii) is unlawful, threatening, abusive, hateful, defamatory, slanderous, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, indecent, or obscene;

(iv) victimizes, harasses, "stalks", degrades, attacks, or intimidates an individual or group of individuals on any basis, including but not limited to race, color, religion, gender, age, national origin, disability, gender identify or expression, sexual orientation, and veteran or marital status;

(v) harms or exploits minors in any way;

(vi) impersonates any person, business, or entity (including but not limited to a Paycom official), or in any way falsely states or misrepresents Client's affiliation with a person or entity;

(vii) involves forging headers or otherwise manipulating identifiers in order to disguise the origin of any Client data transmitted or shared through the Services;

(viii) contains viruses or any other computer code, file, or program that interrupts, impairs, destroys, or limits the functionality of any computer software or hardware or telecommunications equipment, or otherwise permits the unauthorized use of a computer or computer network;

(ix) disrupts other clients' use of the Website Account;

(x) instigates or encourages others to commit illegal activities, cause injury to any person, or cause damage to any property;

(xi) encourages conduct that would constitute a criminal offense or that gives rise to civil liability; or

(xii) violates this Agreement or any other terms of use, rules, or policies applicable to the Services.

14. Fees and Charges. In consideration for the Services provided to Client, Paycom shall charge Client and Client agrees to pay Paycom's fees and charges. Paycom's fees and charges shall be consistent with the final written pricing proposal and other written or electronic notices provided to Client. Paycom's pricing structure and pricing to Client is confidential and shall be treated by Client as confidential, and not shared with third parties. Paycom's 'fees' include the rates, quantities and sums Paycom directly requires of Client for Paycom's provision of the Services to Client. Paycom's 'charges' include delivery costs, third party costs, banking fees, and other sums due from Client that are related to and incident to the Services. Client agrees to pay, at regular intervals, Paycom's applicable fees and charges for the Services. In the event Client chooses to group its billing together with affiliated client code entities (together, a "Multiple Client Code"), Client and each of Client's affiliated client code entities of the Multiple Client Code will be billed for all products available to the Multiple Client Code. Client and/or Client's affiliated client code entities may be charged an additional fee if any such entity utilizes the Website Account for employees that are not paid on regularly scheduled payrolls processed via the Website Account. Paycom's pricing may be amended during the Term upon prior written or electronic notice to the Client. As additional consideration for Paycom's provision of Services to Client, Client assigns to Paycom or Paycom's financial institutions or depositories any benefits derived on the funds maintained in Paycom's client accounts (i.e. any interest or

investment income on funds deposited into and held in Paycom's accounts). All applicable taxes, including but not limited to sales or service taxes, use taxes, or excise taxes are not included in the above proposal (unless specified otherwise). Client is responsible for applicable taxes in addition to the fees and charges outlined in the proposal. Applicable taxes may vary by jurisdiction.

15. Payment. To facilitate the payment of the fees, charges, or other amounts due or payable to Paycom under the Agreement, Client will provide Paycom with access to a Client bank account and will notify Paycom of the demand deposit account number and transit routing number for the account. Client irrevocably consents to Paycom's use of Paycom's Client account information and Website Account access for purposes of electronically drawing funds from Client's bank account in accordance with Client's obligations set forth in the Agreement. Client hereby authorizes Paycom to process wires, drawdown wires, and/or ACH debits or credits in connection with the monies (including Paycom's compensation and fees, as well as other charges) applicable to the Agreement. Paycom's fees and charges for any and all Services provided by Paycom may be debited and/or charged at various intervals, including intervals consistent with and together with Paycom's payroll processing for Client.

16. Access Restrictions. Maintaining the confidentiality of Client's client code, user name, password, access keys, and/or other account access information (collectively "Security Information") is the sole responsibility of Client. A person with knowledge of Client's Security Information will be able to access Client's account and initiate transactions and funds transfers on behalf of Client. If an unauthorized person obtains access to Client's Security Information and initiates transactions, Paycom cannot protect Client from the result of any such transactions. Client agrees that Paycom may fully rely upon any and all instructions and directions provided using the Client's Security Information. Client agrees:

16.1. Client will not disclose its Security Information to anyone not authorized to request transactions on Client's behalf;

16.2. Client will undertake its own commercially reasonable security measures to prevent the disclosure and/or unauthorized use of its Security Information;

16.3. Client shall, at regular intervals, follow the procedures within the Website Account interface to update and/or revise its Security Information;

16.4. Client may modify its Security Information as many times as Client deems appropriate. If Client suspects that someone has access to Client's Security Information, Client shall immediately make revisions to its Security Information; immediately review all recent and pending transactions, and immediately notify Paycom of its suspicions concerning a potential breach of Client's Security Information.

16.5. Neither Paycom, nor its agents or affiliates shall be liable for any loss, claim, or circumstance in connection with instructions given by Client or anyone else using Client's Security Information. Paycom shall have the absolute right to rely upon all instructions given to Paycom using Client's Security Information.

17. Security Features. Paycom employs various security features to enhance security and limit access to the Website Account. Client is responsible for adopting its own effective internal controls concerning its payroll, funds, security, and use of the Website Account. Paycom's Services should not be relied upon to detect or disclose errors, fraud, or illegal acts of Client's employees or third parties, however Paycom's security features may assist Client in mitigating its risks concerning such matters. To the extent Client elects to disable or discontinue the use of certain security features offered by Paycom (including email notifications, IP address verification, masking informational fields, or other features), Client assumes full responsibility arising out of Client's non-use or disabling of any such security feature(s). To the extent Client directly accesses Paycom-owned databases through technologies, such as enterprise data lake, Client is fully liable for any and all unauthorized access or disclosures relating to Client's use of such access methods to Paycom's system. Paycom disclaims any and all responsibility arising from Client's disabling or non-use of any Paycom security feature. Client does hereby release and forever discharge Paycom from any and all demands, claims, and liabilities of whatever kind or nature, either in law or equity, whether known or unknown, which arise or may hereafter arise from Client's disabling or non-use of any Paycom security feature. Client has the option of reactivating any disabled feature at any time.

18. Internet Access. The Website Account will be accessible from the internet. Client shall be responsible for accessing the internet to utilize the Services and access the Website Account. Paycom does not warrant and shall not be responsible for the cost and maintenance of any telephone, cable internet provider, cellular network, wireless local area network, wireless tower, application distribution system, or other communication circuits required for dutiful transmission and system access. In addition, Client is solely responsible for determining whether or not Client is required to reimburse its employees for their employees' use of their own devices to access the Website Account and Services. Data files are transmitted over communication company circuits, which are wholly beyond the control and jurisdiction of Paycom and are maintained by the applicable communications companies. If these communication circuits are not functional for any reason, the data files may not accurately or completely reach Paycom's facilities or equipment. Paycom is not responsible for or in control of the continued operations or functioning of these communication circuits nor the reliability of the data files being received over them. Client shall not hold Paycom responsible in

any way for any losses of any kind whatsoever resulting from the failure of any communication circuits or internet service provider to fully and properly perform, whether the failure of the communications are caused by any provider, whether Client's provider, Paycom's provider, Client's user's providers, Client's employee-user's providers, or any other provider. In the event of interruption of access to the Website Account, Paycom's sole obligation and liability shall be to restore access to the Website Account as soon as reasonably possible. Paycom makes no other warranties, express or implied, with respect to the subject Services or the Website Account and/or the availability of the Website Account.

19. Data Services. As a part of providing Paycom's application program interface ("API"), secure file transfer protocol ("SFTP"), electronic data interchange ("EDI"), or Custom File Converter services (collectively, "Data Services"), Paycom may generate, create, and/or facilitate the creation of certain reports; allow access by Client and/or third parties to certain Website Account and third party data feeds; create or connect Client and/or third party data feeds to the Website Account; create data feed protocols to convert and facilitate the communication of data between Client's and/or third parties' systems and the Website Account; setup and automate scheduled data feed imports and transmissions; and import and transmit data. Certain Data Services (for example, API services and SFTP services) may require the use of an access key to gain access to Client data. These access keys are the sole property of Paycom and may be revoked at Paycom's discretion without notice to Client if Client violates any of the terms herein or Paycom has reason to suspect the access keys have been misused or compromised. The number of API calls or SFTP requests Client is permitted to make may be limited by Paycom as necessary to best provide quality of response. Client is permitted to use the API or SFTP interface to access Client data maintained on the Website Account and to interface with other systems in Client's organization as necessary in the ordinary course of business. Client may work with third parties only as necessary to facilitate Client's API usage, so long as such third parties are subject to the obligations imposed on Client herein. Client shall not:

- (i) use the access keys, or any of the Data Services or Paycom Technology to attempt to gain access to other data on Paycom's system, or for any other purpose not expressly authorized herein;
- (ii) resell applications or services that require the Data Services;
- (iii) sell, transfer, or sublicense access to the Website Account Paycom Technology, or the Data Services;
- (iv) commercialize (sell, rent, trade or lease) the content provided via the Website Account, Paycom Technology, or the Data Services;
- (v) decompile, modify, reverse engineer, create derivative works, or otherwise alter the Website Account, Paycom Technology, or Data Services; (vi) distribute or publish links to the Website Account, Paycom Technology, or Data Services;

- (vii) use robots, spiders, scraping, or other technology to access or use the Website Account, Data Services, Paycom Technology, or any of Paycom's systems;
- (viii) access or attempt to access the account information of other users, or any other unauthorized information;
- (ix) use the Data Services in a manner that violates any applicable laws or regulations, including but not limited to those related to privacy and data protection;
- (x) use the Data Services interface in a manner that exceeds reasonable request volume or could be considered excessive or abusive usage; or
- (xi) distribute or publish automation documentation, including but not limited to, API and SFTP documentation, file import formats, or file export formats (the "Documentation") to third parties.

Paycom does not, by allowing Client to use or access the Website Account, Paycom Technology, and Data Services, transfer any rights or ownership in the Website Account, Data Services, Documentation, source code, Paycom Technology, or Paycom intellectual property. The Website Account, Paycom Technology, and Data Services are and shall at all times remain the property of Paycom and Paycom alone. Paycom may update the structure of the classes, functions, reports, or data provided by the Website Account, Paycom Technology, and Data Services. Paycom may also update the associated Documentation or Paycom Technology and/or the permitted uses of the Services at any time and without notice to Client. Client acknowledges and accepts that the provision of these Data Services may result in Client's data being stored, transmitted, accessible, and handled in a manner that does not conform to the data security protocols described herein. Paycom makes no warranty or representation as to the sufficiency or adequacy of such nonconforming protocols. Client and such applicable third parties shall be exclusively responsible for adopting their own effective controls concerning access to Client's data. Client acknowledges and accepts all risks and liabilities arising from the nonconforming protocols. Client is responsible and liable for all damages caused by the nonconforming protocols. Notwithstanding anything to the contrary in the Agreement, to the extent Paycom is determined to be liable for any monetary damages arising from the Data Services, Client's remedies for all damages, losses, liabilities, demands, and causes of action, whether in contract, tort, including negligence or otherwise, shall not exceed Fifty Dollars (\$50), regardless of Client's actual losses, liabilities, or injuries. As to the Data Services, the immediately preceding sentence supersedes the other limitation of liability aggregate cap provisions in this Agreement. Paycom is not an insurer against Client's risks. Client acknowledges the fees Client is actually paying for the Services is commensurate with the specific limitations of liability provided herein. 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.

20. Implementation. All setup fees, conversion fees, and training fees paid by Client are non-refundable, in whole or in part. In addition to any other setup fees paid by Client, in the event of an implementation delay due solely to the fault of Client that ultimately results in a failure to utilize new or additional Services on the agreed upon check date for the initial use of the applicable Services, Client shall pay an additional fee which shall be no greater than an amount commensurate with Client's initial setup, conversion and training fees. As a condition of Paycom agreeing to accept Client's credit card as an approved form of payment for the Services, Client agrees that any dispute that Client may raise with respect to the Services must be addressed directly between Client and Paycom. Any dispute that cannot be timely resolved to the mutual satisfaction of the parties shall be resolved in accordance with the dispute resolution provisions as contained in this Agreement. Client agrees to cooperate in good faith, and take all commercially reasonable steps to make available all information necessary for Paycom to implement and provide the Services. Client hereby consents to Paycom taking any steps Paycom deems necessary to obtain such information, including accessing and downloading information related to the Services.

21. Client's Review. To the extent Paycom regularly mails or couriers checks, paystubs, and/or reports to Client, upon Client's receipt of checks, paystubs, and/or reports from Paycom, Client shall promptly examine such checks, paystubs, and reports for each applicable pay period or reporting period and shall notify Paycom of any discrepancies between such documents and Client's own records, or any errors, omissions, or miscalculations in said documents as soon as reasonably possible, but in no event later than thirty (30) calendar days after Client's receipt of said documents. Client acknowledges and agrees that delivery fees and check stuffing fees don't always involve delivery of a physical check, paystub and/or report to Client. To the extent checks, paystubs, or reports are not regularly mailed or couriered but instead are regularly available for review through the Website Account, then Client shall regularly review and examine said documents for each applicable pay period and shall notify Paycom of any discrepancies between such documents and Client's own records or any errors, omissions, or miscalculations in said documents as soon as reasonably possible, but in no event later than thirty (30) calendar days after said documents become available on the Website Account. Client shall promptly examine all notices received from taxing authorities and governmental entities and promptly report its receipt of any such notices to Paycom. To the extent Client receives any refunds or payments from any taxing authorities or governmental entities that were not otherwise expected and that relate in any way to the Services, Client shall promptly report its receipt of such refunds or payments to

Paycom and shall not deposit any such refund check until it has first advised Paycom of its receipt of said check and discussed such refund or payment with Paycom. Client agrees that it will not independently file or amend any tax returns relating to the Services during the Term of the Agreement. Paycom is not liable for any penalties and interest Client may incur as a result of Client depositing or cashing a refund or payment it should not have deposited or cashed. Client shall be solely responsible for all liabilities, judgments, losses, damages, and costs (including reasonable attorneys' fees) that result from or could have been avoided had Client timely reviewed its documents and timely advised Paycom or any other parties of any such notices, payments, funds, refunds, errors, omissions, miscalculations, or discrepancies.

22. Confidentiality. Each Party will take all of the following measures to protect all Confidential Information:

22.1. Hold all Confidential Information (as defined herein at Section 22.10) in the strictest of confidence;

22.2. Safeguard Confidential Information with the same degree of care to avoid unauthorized disclosure as it uses to protect its own information of a similar nature, but in any event, no less than reasonable care, which necessarily includes the care required by applicable law;

22.3. Not disclose Confidential Information to any of its own employees, agents, contractors, or representatives ("Representatives"), except to those of its Representatives who have signed written confidentiality agreements at least as restrictive and protective as the obligations set forth herein;

22.4. Not use (or assist or permit its Representatives to use) any of the Confidential Information for any purpose other than: (i) as permitted under the Agreement; and/or (ii) in connection with the defense or prosecution of any claim relating to the subject Services. In the event of such use in connection with defense or prosecution of a third party claim, the Party seeking to disclose Confidential Information shall, reasonably in advance, advise the other Party of its intended use of such information and shall not object to the intervention or request for protection of such information in connection with such third party claim or proceeding.

22.5. Except as otherwise provided for in Section 13.1(viii), each Party will maintain all information subject to applicable law in accordance with standards required by applicable law, even beyond the Term of the Agreement.

22.6. The following conditions will apply to Representatives:

(i) Representatives that will have access to Confidential Information shall be informed of the confidential nature of such information.

(ii) Each Party will impose on its Representatives, as a binding obligation, confidentiality and non-disclosure obligations consistent with the Agreement.

22.7. The restrictions in this Section shall not apply to any information to the extent that it: is or comes within the public domain other than through a breach of this Section 22; or is in a Party's possession (with full right to disclose) before receipt from the other; or is lawfully received from a third party (with full right to disclose); or is independently developed without access to or use of the Confidential Information; or is required to be disclosed by law or by a court of competent jurisdiction provided that, unless prohibited by law from doing so, the Party required to disclose such information agrees to give prior written or electronic notice of such disclosure and to take reasonable and lawful actions available to it to avoid and/or minimize the extent of such disclosure.

22.8. In furtherance of Paycom complying with Paycom's compliance policies and programs, applicable laws, court order, or legal requirements, Paycom may disclose Confidential Information to governmental authorities and/or Paycom's financial institutions.

22.9. Either Party may seek injunctive relief for any actual or reasonably anticipated disclosure by the other, including preliminary and permanent injunctive relief, regardless of whether monetary damages caused by the breach can be determined or proved.

22.10. The term "Confidential Information" shall mean all information one Party hereto acquires from the other Party hereto relating to the Services, whether developed by the disclosing Party or by others and whether patented or patentable, including, without limitation, Personal Data (as defined in Section 23), trade secrets, unpublished patent applications, designs, processes, disaster recovery plans, audit reports, information technology structure and hardware, studies and notes containing or reflecting such information, business plans and strategies, financial information, pricing information, specifications, devices, and all information one Party hereto acquires or observes in connection with the Services, regardless of whether such information is designated as Confidential Information at the time of its disclosure.

23. Data Security. To ensure the security of Client's electronic nonpublic personal information ("Personal Data"), except as it pertains to Section 19, Paycom shall:

23.1 implement reasonable technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access, in particular, where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;

23.2 encrypt Personal Data while in transport over the internet and, when data is not in transport, store such data on storage that is encrypted;

23.3 upon a complete investigation and validation, promptly notify Client of any facts known to Paycom concerning any accidental or unauthorized disclosure or use, or accidental or unauthorized loss, damage, or destruction of Personal Data by any current or former employee, contractor or agent of Paycom, or any intrusion into Paycom's system caused by Paycom's failure. In the event of such accidental or unauthorized disclosure or use, or accidental or unauthorized loss, damage, or destruction of Personal Data Paycom shall reasonably cooperate with Client as required by applicable law to: (i) limit the unauthorized disclosure or use, (ii) seek the return of any Personal Data and (iii) assist in providing notice.

23.4 Upon termination or expiration of the Agreement for whatever reason, Paycom shall maintain the confidentiality and data security obligations set forth herein while Paycom retains any Personal Data.

23.5 In addition to the foregoing, Paycom is not and shall not be Client's official record keeper. Accordingly, Client shall keep copies of all information and Personal Data it deems necessary.

24. Exclusions to Limitations of Liability. Notwithstanding anything to the contrary in the Agreement, including notwithstanding the paragraph entitled "LIMITATIONS OF LIABILITY" in the PHCMSA, neither Party excludes nor limits its liability to the other for any of the following (and nothing in the Agreement shall be construed as excluding or limiting such liability):

24.1. for personal injury or death resulting from its negligence or that of its employees, agents, or subcontractors;

24.2. for any matter which it would be illegal for that Party to limit its liability;

24.3. for a Party's actual fraud, defamation, or trade libel;

24.4. for a breach of: Section 12 (Client's Indemnity Obligation) and/or Section 13 (Client Representations and Warranties);

24.5. for a Party's fee(s) and/or charges due and owing pursuant to the Agreement;

24.6. for Client's failure to remit funds and/or satisfy any of its Services funding obligations; and

24.7. for, after Client remits all applicable tax monies to Paycom and after Client complies with the Agreement in all material respects, Paycom breaches its obligations in this Agreement and fails to promptly pay and remit said remitted tax monies to applicable Taxing Authorities on Client's behalf- to the extent of the non-remitted portion of said tax monies.

24.8. for, after Client remits all applicable direct deposit and other funds to Paycom and after Client complies with the Agreement in all other material respects, Paycom breaches its

obligation in this Agreement to promptly pay and remit said remitted funds to Client's specified persons on Client's behalf – to the extent of the non-remitted portion of said funds.

25. Feedback; Improvement; Assignment. In the event Client, or any third party on behalf of Client submits any suggestions, ideas, criticisms, enhancement requests, feedback, recommendations, or other information or ideas regarding the Services, Paycom's products or the Paycom Technology (hereinafter referred to as "Feedback"), Client agrees that such Feedback is gratuitous, without restriction and will not place Paycom under any fiduciary or other obligation. Paycom shall be free to disclose such Feedback on a non-confidential basis to anyone. Moreover, Client assigns to Paycom all right, title and interest in any Feedback that relates to the Services, Website Account or Paycom Technology. Client also grants Paycom a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license to use Client's data processed in the Website Account solely for the purposes of: providing the Services and analytics, to improve the Services, to implement reasonable security measures and to comply with applicable law.

26. Recording. Each Party hereby consents that such other Party may, without further notice or further notification, electronically monitor or record the telephone conversations between the parties' respective representatives in connection with the parties' business dealings. Each Party agrees that it shall have an expectation that all telephone calls made or received by either Party to the other Party are being electronically monitored or recorded by the other Party for the other Party's business purposes and/or business records retention purposes. Each Party hereby notifies the other Party that it regularly and consistently monitors or records the telephone conversations of the other Party's representatives, and that the monitoring or recording of such telephone conversations is likely to occur at any time and without further notice. It is further agreed that the monitoring or recording activities of such parties' representatives shall constitute permissible monitoring or recording pursuant to this Agreement. To the extent a Party seeks to, in the future, withdraw and revoke the consent to such monitoring and recording activities provided for in this Agreement, then in order for such revocation to be effective said Party must send a written or electronic notice to the other Party pursuant to the notice provisions of this Agreement, and any such written or electronic notice shall not be effective until at least thirty (30) days after the receiving Party receives such notice.

27. Signatory Authority; Third-Party Arrangements. To the extent the undersigned signatory is acting on behalf of a third party with respect to servicing that third party's payroll and other service needs, the undersigned signatory hereby warrants and represents to Paycom that the signatory has been appointed as the third party's duly authorized agent and has all the requisite authority to bind said third party to the obligations of the Agreement and hereby does bind said third party to each of the

obligations of the Agreement. Additionally, any third party that accesses or views Client's Website Account shall be required to enter into separate agreements with Paycom governing such use. Client shall promptly provide Paycom a list of any such third parties as well as information concerning the extent of such access, disclosure or use by such third party. Client shall be exclusively responsible for all issues arising out of any Client-selected third party's access, viewing, or use of Client's Website Account.

28. Interest, Setoff, Recoupment; Interpleader and Remedies. In addition to any other rights, fees or charges provided for herein, if any amount is not paid to Paycom within five calendar days of its due date, Client shall be additionally liable for interest on said unpaid amount(s) at an interest rate of 1½% per month or the highest rate allowed by applicable law, whichever is less, from the due date until paid in full. In the event Client is in default of its payment obligations to Paycom, then Paycom shall have the right to offset and/or apply any of Client's funds being held by Paycom to any outstanding obligation of Client owing to Paycom. Notwithstanding anything to the contrary in this Agreement or any written report or communication among the parties, the specific timing or amounts of any ACH, wire or debit from Client's account shall in no way bind Paycom nor shall it have any bearing on how Paycom applies and/or allocates said funds among the Client's employee direct deposits, Paycom fees, payroll tax payments and/or other sums. In the event any monies credited or debited by Paycom and/or in Paycom's possession are subject to potential reversal, return, setoff or recoupment, then Paycom shall have the right to hold said funds during the time period of potential reversal, return, setoff or recoupment and thereafter shall promptly return all remaining funds to Client after the applicable time period has expired. In the event of Client's breach or default of its obligations, Paycom may seek equitable relief, including specific performance. Notwithstanding anything to the contrary herein, Paycom shall not be in breach of this Agreement in the event Paycom fails to remit Client funds or Paycom withholds Services due to: (i) garnishment or other legal process served upon Paycom concerning Client or Client's funds; (ii) a secured creditor or other person's assertion of legal process, assertion of a lien, or assertion of a claim of right to or against Client's funds; (iii) a government entity's assertion of legal process, assertion of a lien, or assertion of a claim of right to or against Client's funds; (iv) Client's failure to timely pay any fees or charges; or (v) a bankruptcy filing by Client. In any of the aforementioned instances, Paycom may suspend or withhold payment and interplead or otherwise seek relief concerning the subject funds with an applicable Court or tribunal.

29. Force Majeure. Neither Party shall be liable for delays in performance which are caused by natural disasters, strikes, war, terrorism, epidemics, pandemics, governmental shutdown orders or restrictions, utility outages, communication outages, or any

other circumstances which could not have been reasonably foreseen and avoided by commercially reasonable action, or are beyond the reasonable control of such Party, except that this provision shall not excuse the failure of Client to timely meet all of its funding requirements to Paycom (including its funding, payment, and cash requirements) for any applicable Service performed by Paycom for Client. If applicable, either Party shall be excused from performance under the Agreement for the duration of the effects of such circumstances.

30. Direct Deposit Authorization Forms. Before any of Client's employees are setup for utilization of ACH direct deposit, Client shall require that each such employee sign a "Direct Deposit Authorization and Agreement" form, which authorizes Paycom to make transfers to and from the employee's account using the ACH system and which, in certain instances, authorizes Paycom to withdraw funds or reverse fund transfers from Employee's account. For each such Client employee, Client shall maintain such signed forms in Client's possession for a period of at least two years after the last payroll is processed by Paycom for said employee. Client shall provide all such signed forms to Paycom within five (5) days of Paycom's request. In the event that any of Client's employees refuse to sign a "Direct Deposit Authorization and Agreement" form, Client shall not allow said employee(s) to utilize direct deposit. Client further agrees to cooperate with Paycom and/or any other parties to recover funds credited in error to an employee as a result of an error in processing.

31. Waiver. The failure by Client or Paycom to insist upon strict performance of the Agreement shall not constitute a waiver of that provision with respect to demands for future performance.

32. Severability. Each section, subsection and lesser section of the Agreement constitutes a separate and distinct undertaking, covenant or provision hereof. In the event that any provision of the Agreement shall be determined to be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event such a limiting construction is impossible, such invalid or unenforceable provision shall be deemed severed from the Agreement, but every other provision of the Agreement shall remain in full force and effect.

33. Independent Contractors; Limitations. The Agreement establishes an independent contractor relationship only, by which Paycom will perform the Services described in the Agreement. It is not intended as, and shall not be construed to establish a partnership, joint venture, employer/employee relationship, or master/servant relationship. Paycom shall only be required to assist the Client with its obligations and perform the specific Services provided for in the Agreement, and no others. It is agreed that Paycom is not an insurer and that the fees

Paycom charges are based solely on the value of the services provided for herein and the terms of this Agreement. Client and Paycom acknowledge and agree that Paycom is retained under the Agreement to assist Client with certain obligations of Client and that Paycom is not an employer of Client's employees, nor a fiduciary of Client or Client's employees. Paycom is merely providing certain specified services to assist Client. Paycom responsibilities include only the Services expressly set forth herein and shall not include any other services, unless agreed to in writing. Nothing contained in the Agreement shall be deemed to permit either Party to conduct business in the name of or on account of the other Party, or to act on behalf of or bind the other Party in any manner whatsoever, except for the taking of actions by Paycom on behalf of Client in the fulfillment of Paycom's specific obligations under the Agreement.

34. No Third-Party Beneficiaries; Limited Obligations. Nothing in the Agreement creates or will be deemed to create third party beneficiaries of or under the Agreement. BY VIRTUE OF THE AGREEMENT, PAYCOM HAS NO OBLIGATIONS TO ANYONE OTHER THAN THE CLIENT ENTITY SIGNING THE AGREEMENT. BY VIRTUE OF THE AGREEMENT, PAYCOM HAS NO OBLIGATION TO ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, TAXING AUTHORITIES AND/OR CLIENT'S EMPLOYEES, INDEPENDENT CONTRACTORS, AND/OR CONSULTANTS). Notwithstanding anything to the contrary herein, Paycom has not assumed and does not assume the obligations of an 'employer' to Client's employees or any other person or entity. Notwithstanding anything to the contrary herein, Client agrees that the Paycom Technology is not a substitute for the active management of Client's personnel, and should not be used as a substitute for Client's management of its personnel. Paycom has not assumed and does not assume any management obligations or similar functions for Client's personnel or Client's contractors, including task assignment or non-assignment. Notwithstanding anything to the contrary herein, Paycom has not assumed the obligations of and is not a 'responsible party' for tax purposes.

35. Assignment.

35.1. The Agreement shall not be assigned or delegated by Client (regardless of whether such assignment or delegation is in the form of an assignment, merger, consolidation, conversion, sale of all or a portion of assets, or otherwise), in whole or in part, without the prior written consent of Paycom.

35.2. The Agreement may be freely assigned or delegated by Paycom (regardless of whether such assignment or delegation is in the form of an assignment, merger, consolidation, conversion, sale of all or a portion of assets, or otherwise), in whole or in part, without the prior written consent of Client. Paycom will advise Client of such assignment, which may be made via email to the email address provided in Client's Website Account and

shall be deemed received by Client upon Paycom's sending of such email. Client hereby waives any restrictions under applicable law with respect to the assignment. Upon the request of Paycom, Client agrees to promptly execute and deliver an acknowledgement of assignment in form and substance satisfactory to Paycom and such other documents and assurances as reasonably requested by Paycom or Paycom's assignee.

35.3. Subject to the foregoing, the terms and conditions of this Agreement shall be binding upon and inure to the benefit of each Party and its respective successors and assigns.

36. Electronic Signature. Paycom and Client agree to conduct this transaction and, unless this consent is specifically revoked, subsequent transactions by electronic means and that an electronic signature of either Party or both Parties, including fax signature, PDF signature, scanned signature, typed-out signature, or other electronic means, shall have the same legally binding force and effect as an original signature. An executed copy of the Agreement may be delivered by one or more of the Parties by facsimile, email, or similar instantaneous electronic transmission device pursuant to which the signature of, or on behalf of, the Party can be seen, and such execution and delivery shall be considered valid, legally binding, and effective for all purposes.

37. Entire Agreement, Amendments, and Modifications. The Agreement represents the entire agreement between the Parties, and there are no inducements, representations, or warranties, or any other oral or other written agreements or understandings between the Parties affecting the Agreement, or related to the Services to be provided by Paycom or the obligations undertaken by Client or Paycom under the Agreement. Paycom may amend the Agreement at any time in its sole discretion, effective upon providing notice of the amended terms with an electronic notification to Client that such Agreement has or is being amended and is available for review by Client; and Client's continued use of Paycom's Services after an amendment's effective date constitutes Client's acceptance of such amendment. With respect to the Services, the Agreement supersedes all previous agreements and negotiations between the Parties. It is understood and agreed that no employee, officer, or director of Paycom has the authority to modify the Agreement orally.

38. Venue; Governing Law; Class Action Waiver; Waiver of Sovereign Immunity. All issues and questions concerning the construction, validity, enforcement, performance, and interpretation of the Agreement or arising from any business dealings by or among the Parties shall be governed by, and construed in accordance with, the laws of the State of Oklahoma. With respect to any claim arising out of the Agreement, each Party irrevocably submits to the exclusive jurisdiction and exclusive venue of the courts of the State of Oklahoma, or the

United States District Court, located in Oklahoma County, Oklahoma.

Any legal proceedings to resolve or litigate any dispute will be conducted solely on an individual basis. *No Party will seek to have any dispute with the other Party heard as a class action or heard within an already-pending class action proceeding, or in any other proceeding in which either Party or any litigant acts or proposes to act in a representative capacity. Any and all such rights to proceed on a class-wide basis are hereby waived. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings.* Neither party will avail itself to third-party practice procedures, nor file a third-party complaint, petition, cross-claim, or pleading against the other Party, that would have the result of commencing or initiating claims against the other Party in a court other than the courts provided for in the exclusive venue provisions set forth in this Section. *If any portion of this class action waiver is deemed invalid, illegal and/or unenforceable, then that portion will be severed with the remainder remaining in full force and effect.*

Client expressly waives any claim of sovereign immunity as to Client's business dealings with Paycom if applicable (i.e. Native American Nations). If either Party brings a legal action to enforce the Agreement, the prevailing Party in such action, as determined by the court, shall be entitled to recover reasonable attorneys' fees and litigation expenses as determined by the court. Client and the undersigned individual each represent that the signatory to the Agreement is authorized to enter into such agreement on behalf of Client.

39. WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PAYCOM AND THE CLIENT EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ISSUE TRIABLE BY A JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT NOW OR HEREAFTER EXISTS WITH REGARD TO THE AGREEMENT OR THE PARTIES' BUSINESS DEALINGS, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY PAYCOM AND THE CLIENT AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY MAY OTHERWISE ACCRUE. PAYCOM AND THE CLIENT ARE HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER PARTY.

40. Use of SSNVS. Paycom may utilize the Social Security Number Verification Services ("SSNVS") to verify employee Social Security Numbers ("SSNs") and names solely to ensure that the records of current or former employees are correct for the purpose of completing Internal Revenue Service (IRS) Form

W-2 (Wage and Tax Statement). SSA returns all names and SSNs submitted and indicates if an individual's name and SSN matches or does not match. If the individual's name and SSN does not match their records, SSA advises that their response (1) does not imply that you or your employee intentionally provided incorrect information about the employee's name or SSN, (2) does not make any statement about your employee's immigration status, and (3) is not a basis, in and of itself, to take any adverse action against the employee such as laying off, suspending, firing or discriminating against the employee. Furthermore, reliance on the verification information SSA provides to justify adverse action against a worker may violate State or Federal law. Please consult your legal counsel before doing so and/or before determining whether to opt-out of this additional feature. It is appropriate to use SSNVS only once an official employer-employee relationship has been established. The functions being performed by Paycom shall adhere to the proper use of SSNVS. Please be advised that this service is available at no cost from SSA and this service is not the product of a unique or exclusive arrangement between SSA and Paycom.

41. Survival. The following will survive any termination or expiration of the Agreement:

41.1. General Terms and Conditions, sections 2 (Paycom Representations and Warranties), 4 last paragraph (Paycom's Intellectual Property; Use of Trademarks and Trade Names), 5 (Paycom's Indemnification Obligation), 6 (Reliance on Client's Information; Responsibility for Amended Returns; Exclusions; Instructions; Concurrent Actions), 8 (Term and Termination), 12 (Client's Indemnity Obligation), 13 (Client Representations and Warranties), 16 (Access Restrictions), 17 (Security Features), 19 (Data Services), 21 (Client's Review), 22 (Confidentiality), 23 (Data Security), 24 (Exclusions to Limitations of Liability), 28 (Interest, Setoff, Recoupment; Interpleader and Remedies), 29 (Force Majeure), 34 (No Third-Party Beneficiaries; Limited Obligations), 38 (Venue; Governing Law; Class Action Waiver; Waiver of Sovereign Immunity), and 39 (WAIVER OF JURY TRIAL).

41.2. The Limitations of Liability paragraph in the PHCMSA.