

Subscription Services Agreement

This Subscription Services Agreement (the “SA”, together with the Order, the “**Agreement**”) is entered into by and between the legal entity identified in the applicable Order (“**Client**”) and Paylocity Corporation (on behalf of itself and its Affiliates, “**Paylocity**”), each a “**Party**” and collectively the “**Parties**,” as of the earlier of the applicable Order Effective Date or Client’s access to the Services (“**Effective Date**”).

THIS IS A LEGAL AGREEMENT. BY ACCESSING AND USING THE SERVICES, AS DEFINED BELOW, YOU ARE ACCEPTING AND AGREEING TO THIS SA ON BEHALF OF CLIENT. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE ON BEHALF OF CLIENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT AGREE WITH ANY OF THE TERMS SET FORTH HEREIN, YOU SHOULD CEASE ACCESSING OR USING THE SERVICES IMMEDIATELY. PLEASE NOTE THAT PAYLOCITY RESERVES THE RIGHT TO REVISE THE AGREEMENT FROM TIME TO TIME UPON NOTICE TO YOU.

THIS AGREEMENT DESCRIBES IMPORTANT OBLIGATIONS OF CLIENT, PARTICULARLY WITH REGARD TO ITS OBLIGATION TO COMPLY WITH LAWS APPLICABLE TO CLIENT. PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING THE SERVICES, OR CONTINUING TO DO SO, YOU ACKNOWLEDGE AND AGREE TO THESE LIMITATIONS.

SECTION 1: ACCESS TO AND USE OF THE SERVICES

1.1 Definitions; Services.

- a. “**Subscription Services**” means Paylocity’s proprietary software-as-a-service offerings leveraging its human resources, payroll, and spend management platforms, as applicable as identified in an Order.
- b. “**Professional Services**” means certain implementation and configuration services as identified in an Order or as otherwise requested by the Client and delivered by Paylocity in connection with the Subscription Services (“**Professional Services**”). Professional Services shall be governed by the Agreement and the Professional Services Terms incorporated herein and made available [here](#) (“**Professional Services Terms**”).
- c. “**Order**” means a Paylocity-issued ordering document signed by Client (or its Affiliate, as permitted under Section 1.5(b)) that describes the Services and is governed by the SA.
- d. “**Services**” means, collectively, the Subscription Services, Professional Services, documentation or materials provided by Paylocity that relate to the Services, and any other services and equipment specified in an Order, as provided by Paylocity or one of its Affiliates.

1.2 Licenses; Scope of Use.

- a. Subject to the terms of the Agreement, Paylocity hereby grants Client a limited, revocable, nonexclusive, non-sublicensable, non-transferable license to access and use the Services during the Subscription Term, as defined below, solely for Client’s internal business purposes and in accordance with the terms of the Agreement (including all terms incorporated therein). In the event that Client enables a feature, functionality or module as made available by Paylocity within the Service, the Agreement shall apply even if such feature, functionality or module is not expressly identified in the Order.
- b. Scope of Use. The Services include functionality for use by Client’s full-time and part-time employees, contingent laborers, contractors, and any other individuals who are authorized by Client to access and use the Services (“**Authorized Users**”). Client may designate certain Authorized Users as administrators with additional permissions to act on behalf of Client under the Agreement. In order to access the Services through a mobile app or a web browser, Authorized Users may be required to agree to be bound by the Paylocity Platform End User License Agreement, set forth within the application (the “**EULA**”). Client is responsible for Authorized Users’ access to and use of the Services, and Client will be liable for all breaches of the Agreement by an Authorized User Client permits to use the Services on its behalf, and for any breach of the EULA by any Authorized User.

1.3 Limitations on Use. The limitations and restrictions set forth in this Section 1.3 (Limitations on Use) will apply to Client’s access to and use of the Services.

- a. License and Use Restrictions. Client will not and will not permit or authorize any Authorized User or third party to: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, firmware, or underlying structure, ideas or algorithms of the Services; (ii) modify, translate, or create derivative works based on the Services, or any portion thereof; (iii) copy (except for archival purposes), rent, lease, resell, distribute, pledge, assign, or otherwise transfer or allow any lien, security interest, or other encumbrance on the Services; (iv) use the Services as service provider, for timesharing or service bureau purposes, or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with, or disrupt the integrity or performance of or otherwise attempt to gain

unauthorized access to the Services or related systems, hardware, or networks, or any content or technology incorporated in any of the foregoing; (vi) remove, obscure, or alter any proprietary notices or labels of Paylocity, its licensors, or other service providers on the Services or any related documentation; (vii) create internet “links” to the Services, except to facilitate access by its Authorized Users; (viii) “frame” or “mirror” the Services on any other server, or wireless or internet-based device enabling access to the Services for a third party; or (ix) access or use the Services or related documentation to build or support, directly or indirectly, products or services competitive to Paylocity. Client will not provide access to any Services to any person who is not an Authorized User. Client will use the Services strictly in accordance with the terms of the Agreement and such use is subject to any restrictions, use levels, or additional terms and conditions set forth in the Order, including the Service Specific Terms (available [here](#) and incorporated herein).

- b. Acceptable Use Policy. Client will not, and will not permit or authorize any Authorized User or third party to, use the Services: (i) in violation of any applicable law, for any illegal or fraudulent activity or for any activity outside the scope of use expressly permitted hereunder; (ii) to violate the rights of others; (iii) to threaten, incite, promote, or actively encourage violence, terrorism, or other serious harm; (iv) for any content or activity that promotes child sexual exploitation or abuse; (v) to violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device; (vi) to distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (or “spam”); or (vii) in any manner that damages, disables, overburdens, or impairs any of Paylocity’s websites, servers, or otherwise interferes with any other party’s use of the Services.

1.4 Account Security. Client is responsible for ensuring that each Authorized User maintains the confidentiality of the Service credentials and other account information that an Authorized User uses or creates to access or use the Services (collectively, the “**Service Credentials**”). Client will be fully responsible for administering Service Credentials, including assignment, maintenance, and removal of access to Authorized Users, and for any and all activities that occur under the Service Credentials. Client agrees to immediately notify Paylocity of any unauthorized uses of any Client passwords or accounts or any other breach of security with respect to the Services of which it becomes aware. Paylocity will not be liable for any loss or damage arising from Client’s failure to comply with Client’s account security obligations and this Section 1.4, including as it relates to fraudulent activity occurring under the Service Credentials. Notwithstanding the foregoing, Paylocity retains the right to require minimum security requirements for Service Credentials and access to the Services.

1.5 Affiliate Use of Services. Affiliates, as defined below, may only access the Services as follows:

- a. If Client wishes to permit one or more of its Affiliates to access or use the Services pursuant to the SA in effect between Client and Paylocity, Client: (i) must identify each such Affiliate in an Order signed by Client; (ii) agrees that Client is fully responsible and liable for each Affiliate’s use of the Services in compliance with the terms of the Agreement; (iii) agrees that Client is fully responsible for each Affiliate’s funding obligations hereunder; (iv) shall fully cooperate with Paylocity in enforcing all of Paylocity’s rights to, interests in, and protection of the Services, including in seeking equitable remedies against any Affiliate that breaches the Agreement and (v) represents and warrants that it has all requisite authority to enter into such Order on behalf of each such Affiliate. “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity, where “**control**” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. If Client wishes to add additional Affiliates per the foregoing, Client may request a new Order identifying the applicable Affiliates to be added.
- b. If an Affiliate wishes to purchase Services from Paylocity directly, Paylocity may enter into a separate Order with such Affiliate for the purchase and performance of Services, provided that: (i) Affiliate signs an Order that incorporates by reference the terms of the SA in effect between Client and Paylocity and agrees to take on all of the rights and obligations of the Client under such SA in connection with the Order (ii) the following terms shall apply to any such Order: (a) Affiliate represents and warrants that it has all requisite rights and authority to enter into such Order pursuant to the SA and (b) Affiliate agrees that it is fully responsible and liable for its use of the Services in compliance with the terms of the Agreement, including all funding obligations thereunder. For clarity, in the case of an Affiliate purchase as set forth in this Section 1.5(b), the Subscription Term shall be as set forth in the applicable Affiliate Order.

1.6 Intellectual Property.

- a. Ownership. Client acknowledges that, as between the Parties and subject to the licenses in Section 1.2 (Licenses; Scope of Use), Paylocity owns any and all right, title, and interest in and to the Services and Usage Data, including all Intellectual Property Rights therein. As between the Parties and subject to the licenses in Sections 4.1 (Client Marks) and 4.2 (Client Data), Client owns all right, title, and interest in the Client Data and Client Marks, and all Intellectual Property Rights therein. “**Intellectual Property Rights**” means: (i) copyrights and other rights associated with works of authorship; (ii) trademark and trade name rights and similar rights including all goodwill associated therewith; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; and (v) all registrations, applications, renewals, extensions, continuations, divisions, or reissues now or in the future under the laws of any jurisdiction.
- b. Feedback. If Client or any of its Authorized Users provide Paylocity with suggestions, comments, or feedback regarding the features, functionality, or usability of the Services, or related documentation (“**Feedback**”), Client agrees that Paylocity shall own such Feedback and

shall be free to use, disclose, reproduce, license, or otherwise distribute the Feedback.

- 1.7 Updates. The Services may be updated, modified, or enhanced from time to time as required by Paylocity in its reasonable discretion, including to make improvements or upgrades to, or provide bug fixes for, the Services. Such changes shall be applied consistently across similarly situated Paylocity clients.

SECTION 2: TERM AND TERMINATION

- 2.1 Subscription Term. The SA begins on the Effective Date and will continue in effect until terminated as set forth herein. Each Order shall be effective for the period specified therein and the initial term for access to and use of the Services shall be as described in the applicable Order (“**Initial Subscription Term**”). Notwithstanding the foregoing, by accessing or using the Services at any time, Client agrees to be bound by and comply with the terms of the Agreement. After the Initial Subscription Term, the Services will renew automatically for the period specified in the Order (each a “**Renewal Term**”) unless either Party gives written notice to the other of its intent to not renew the Subscription Services in accordance with the notice periods specified in the applicable Order. The Initial Subscription Term and any Renewal Terms are collectively referred to herein as the “**Subscription Term**.”

2.2 Termination; Service Suspension.

a. Termination.

- i. Either Paylocity or Client may terminate the Agreement upon written notice to the other Party: (i) if the other Party is in breach of the Agreement, and fails to cure that breach within 30 days of receiving written notice thereof, or (ii) effective immediately if the other Party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). If an Order is terminated pursuant to this Section 2.2 (Termination; Service Suspension), the SA shall remain in effect solely with respect to any remaining Order.
- ii. In addition to the foregoing, Paylocity may also terminate the Agreement effective immediately upon written notice to Client: (i) if Client is in breach of its obligations under Sections 1.2 (Licenses; Scope of Use) or 1.3 (Limitations on Use); or (ii) Client is operating in an industry or jurisdiction that is or becomes a prohibited industry or jurisdiction such that Paylocity cannot deliver Services to Client due to a potential violation of applicable laws or regulations as determined by Paylocity in its reasonable discretion.
- iii. Subject to payment of any termination fees specified in the applicable Order(s) (“**Termination Fees**”), Client may terminate an Order for convenience at any time by providing written notice to Paylocity. If all Orders governed by an SA are terminated, the SA shall also terminate at such time.

b. Service Suspension.

- i. Paylocity may immediately suspend Client’s access to (and/or Paylocity’s delivery of) the Services (1) pursuant to the terms of the Order, (2) if Client fails to communicate with Paylocity or provide required information needed by Paylocity to provide Services, or (3) Client otherwise ceases use of the Services to process payroll, if applicable.
- ii. In the event of suspension of Services hereunder, Paylocity will notify Client and provide Client with 24 hours from the time of notice to remedy the issue giving rise to the suspension, and Service Fees will continue to accrue during any such period of suspension. If Client fails to timely rectify the issue in accordance with the foregoing, Paylocity may terminate the SA effective immediately without any further liability and Section 2.3 (Effect of Termination) shall apply.

2.3 Effect of Termination.

- a. Upon termination or expiration of the SA or any Order, Client will immediately: (a) cease use of the applicable Service(s); (b) become solely responsible for any payment obligations to third parties owed relating to a Service (including, without limitation, tax filings); (c) except in the case of a termination by Client for Paylocity’s uncured material breach of the Agreement pursuant to Section 2.2(a)(i) above, pay any applicable Termination Fees; (d) reimburse Paylocity for any payments made hereunder on Client’s behalf to any third party; (e) pay any and all fees and charges for the Services rendered or made available prior to the effective date of termination; and (f) promptly return to Paylocity or destroy (with certification of destruction) all Paylocity Confidential Information, as defined in Section 5 (Confidentiality), including any documentation relating to the Services. Notwithstanding the obligations in subsection (f), Client shall not be required to destroy copies of Confidential Information stored on backup disks or systems that are automatically produced in the ordinary course of business and which are not accessible from employee workstations, provided that any such Confidential Information so retained will be held subject to the obligations of Section 5 (Confidentiality) for so long as it is retained.
- b. Client agrees that Paylocity shall be entitled to recoup all of the foregoing fees and amounts due pursuant to this Section 2.3 in accordance with the funding obligations specified in the applicable Order.

- c. The following provisions will survive any termination of the SA: Section 1.6 (Intellectual Property), Section 2.3 (Effect of Termination), Section 2.4 (Extended Access to Data), Section 5 (Confidentiality), Section 7 (Indemnification), Section 8 (Limitation of Liability), Section 10 (Client Funding), Section 11 (Governing Law; Venue), and Section 12 (Miscellaneous).

2.4 **Extended Access to Data.** For up to one (1) year following the effective date of termination or expiration of the applicable Order (“**Data Access Period**”), Client may request continued access to Client Data subject to additional fees as identified in a separately signed Order for such access, if required by Paylocity at the time of purchase (“**Extended Access**”). Upon the conclusion of the Data Access Period, Paylocity will delete or anonymize such Client Data in accordance with its standard data retention policies.

SECTION 3: SERVICE FEES AND CHARGES

- 3.1 **Fees.** Client agrees to pay the fees for Services and other charges pursuant to the Agreement (“**Service Fees**”).
- 3.2 **General.** Service Fees paid for all Services are non-refundable and non-cancellable. Client acknowledges that Service Fees are payable in full in accordance with the terms of the applicable Order regardless of whether Client accessed or used a Service during such period. Late payments shall be subject to an interest charge at the rate of 1.5% per month, and Client shall be responsible for all of Paylocity’s costs of collection of amounts due hereunder, including, without limitation, attorneys’ fees.
- 3.3 **Ancillary Service Fees.** Paylocity may deliver ancillary services in accordance with its standard procedures in order to fulfill the Services hereunder (which may include, without limitation, those related to late funding, insufficient funds notification and processing, emergency payment requests, tax registration, and amended tax returns) and in such cases, (i) those ancillary services will be deemed “Services” hereunder and (ii) Paylocity will charge any related fees to Client from time to time at the applicable rates as they occur.
- 3.4 **Fee Disputes.** Client must notify Paylocity in writing if Client disputes any portion of the Service Fees within 30 days of the applicable invoice date. Paylocity shall use commercially reasonable efforts to resolve any such dispute promptly. If Client does not provide Paylocity with such requisite written notice, Client will not be entitled to dispute the fees paid or payable under the applicable invoice.
- 3.5 **Taxes.** Client is responsible for the payment of all taxes including those assessed for prior periods relating to the provision of the Services where applicable, except to the extent a valid tax exemption certificate or other valid tax exemption document is provided to Paylocity and allowable by the applicable taxing authorities.

SECTION 4: CLIENT MARKS, CLIENT DATA; SECURITY AND PRIVACY

- 4.1 **Client Marks.** If Client provides Paylocity with one or more of its trademarks, trade names or logos (“**Client Marks**”) for use in connection with the Services, Client grants to Paylocity a nonexclusive, non-transferable, worldwide license to use, reproduce, and display and distribute the Client Marks solely in connection with Paylocity’s performance of the Services.
- 4.2 **Client Data.** “**Client Data**” means any data or data files of any type that are uploaded or provided by Client for storage or processing in connection with the Services, and the content of any outputs created by Client or its Authorized Users through use of the Services that is based on Client Data, except Usage Data. Subject to Paylocity’s intellectual property rights contained in Section 1.6 (Intellectual Property), Client retains ownership of Client Data but grants Paylocity a nonexclusive, non-transferable, worldwide license to use, reproduce, and display Client Data for the purpose of operating, performing and maintaining the Services and for Paylocity’s obligations to comply with all applicable laws. Client will ensure that Client Data, and Authorized Users’ use and provision thereof to Paylocity, will not violate any limitations on use set forth in Section 1.3 (Limitations on Use) or any applicable law.
- 4.3 **Accuracy of Client Data and Information.** Client is solely responsible for reviewing and verifying the content, accuracy, and integrity of all Client Data. Client will provide Client Data to Paylocity in a form, at a time, and by the method specified by Paylocity. It is Client’s responsibility to review payroll data, spend management data, and/or other information prior to processing and to promptly identify any errors. Client acknowledges that Paylocity is entitled to rely conclusively on all Client Data, and Paylocity does not have any obligation to verify, correct, or otherwise ensure the accuracy or quality of any Client Data. Notwithstanding the foregoing, if Client Data provided to Paylocity is incorrect, incomplete, or not in proper form, and Paylocity agrees to make corrections to such data on Client’s behalf, Client agrees to pay Paylocity additional fees associated with making such corrections. Notwithstanding the foregoing, Client is solely responsible for any applicable penalties, fines, missed payments, judgments, or losses due to incorrect coverage, or any other losses incurred that result from incorrect, incomplete, or untimely Client Data.
- 4.4 **Usage Data.** “**Usage Data**” means (a) any aggregated and anonymized data that may be generated or derived from Client Data or Client’s use of the Services that cannot be used to identify or would not reasonably be expected to identify Client or any individual as the source of such data, and (b) any data specific to the commercial interactions between Paylocity and Client.
- 4.5 **Data Privacy and Security.**
- a. The Services involve transmissions of Client Data and other information over the Internet through a website hosted by or on behalf of Paylocity. Paylocity will use encryption and other industry-standard safeguards to protect such information when being transmitted over

the Internet. Notwithstanding the foregoing, Client acknowledges that neither the security of transmissions over the Internet nor of the Client's hardware used to access the Internet can be guaranteed by Paylocity.

- b. Paylocity will implement physical, technical, and administrative safeguards to maintain the security of Client Data used by Paylocity to perform the Services while in Paylocity's control.
- c. Paylocity will process Client Personal Information (as defined in the DPA) in accordance with the Paylocity Data Protection Addendum ("DPA") which is available [here](#).
- d. Client is responsible for securing, paying for, and maintaining connectivity to the Services via the Internet, including any related hardware, software, third party or ancillary services, and equipment and components for such connectivity, and other applicable applications that may relate to Client's use of the Services ("Client Systems"). Paylocity will have no liability for such Client Systems, and Client will not be excused for any of its obligations under the Agreement due to the quality, speed, or interruption arising from the Internet or Client Systems. Client will be solely responsible for maintaining the security of its Client Systems.
- e. Client acknowledges that it is solely responsible for ensuring compliance with any legal or regulatory data retention requirements applicable to its business. Paylocity shall have no responsibility for such compliance.

SECTION 5: CONFIDENTIALITY

- 5.1 **Definition.** "**Confidential Information**" means non-public, confidential, or proprietary information provided by or made available by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") in connection with the subject matter of the Agreement that (a) is labeled or designated in writing as confidential or proprietary; (b) the Receiving Party is advised is proprietary or confidential; or (c) in view of the nature of such information and/or the circumstances of its disclosure, the Receiving Party knows or reasonably should know is confidential or proprietary, regardless of the form in which such information is conveyed. Paylocity's Confidential Information includes, without limitation, Service pricing, Service documentation and technical specifications related to the Services.
- 5.2 **Exclusions.** Confidential Information does not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in breach of this Section 5; (b) was in the Receiving Party's possession without restriction prior to its receipt from the Disclosing Party; (c) is independently developed by the Receiving Party without use of or access to any Confidential Information of the Disclosing Party; or (d) is disclosed to the Receiving Party from any third party on a non-confidential basis, except where such disclosure constitutes a wrongful or tortious act by the third party.
- 5.3 **Protection, Non-Use, and Non-Disclosure of Confidential Information.** The Receiving Party will not use or disclose to any third party any Confidential Information disclosed to the Receiving Party by or on behalf of the Disclosing Party except to the extent required: (a) to perform or receive the benefit of the Services; (b) to enforce its rights under the Agreement, or (c) pursuant to federal, state, or local law, regulation, court order, legal process, or governmental investigation. The Receiving Party will safeguard such Confidential Information to the same extent that the Receiving Party safeguards its own Confidential Information, but in any case, will exercise at least reasonable care.

SECTION 6: REPRESENTATIONS AND WARRANTIES

- 6.1 **Mutual Representations and Warranties.** Throughout the Subscription Term, each Party represents and warrants to the other that it has full power and authority to enter into the Agreement and to perform its obligations hereunder, and that the entering into of the Agreement and the performance of its obligations hereunder does not violate, and will not be in conflict with, any provision of its articles of incorporation, bylaws, or other governing documents, or any contract or agreement with a third party.
- 6.2 **Client Representations and Warranties.** Client represents and warrants that at all times during the Subscription Term: (a) it will use the Services in compliance with all applicable laws; and (b) it has all rights and permissions necessary to provide the Client Data and Client Marks to Paylocity.
- 6.3 **Warranty Disclaimer.** EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 6:
 - a. PAYLOCITY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE; AND
 - b. PAYLOCITY MAKES NO WARRANTY THAT THE SERVICES WILL MEET THE CLIENT'S REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES PAYLOCITY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES; AND
 - c. PAYLOCITY IS NOT AN ACCOUNTING OR LAW FIRM AND NO SERVICES WILL BE CONSTRUED BY CLIENT AS TAX, ACCOUNTING OR LEGAL ADVICE, NOR WILL PAYLOCITY BE DEEMED A FIDUCIARY OF CLIENT. ACCORDINGLY, CLIENT UNDERSTANDS THAT IT IS CLIENT'S RESPONSIBILITY TO PAY ANY FEE OR PENALTY ASSESSED BY THE INTERNAL REVENUE SERVICE OR OTHER STATE OR FEDERAL REGULATORY

AGENCY. IT IS CLIENT'S SOLE RESPONSIBILITY AND DUTY TO ENSURE COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS RELATED TO CLIENT'S BUSINESS, AND ENGAGING PAYLOCITY TO PERFORM THE SERVICES DOES NOT RELIEVE CLIENT OF ANY SUCH OBLIGATION.

SECTION 7: INDEMNIFICATION

- 7.1 Client Indemnification. Client will defend Paylocity and its licensors from and against any claim, action, demand, or proceeding brought by a third party (each, a "**Claim**") and will hold harmless and indemnify Paylocity against any resulting Losses that arise from or relate to: (a) the actions or omissions of Client in connection with its use of the Services, including any Claims brought by any Client personnel or Authorized Users, or dependents or heirs of such Client personnel or Authorized Users, arising out of Client's use of the Services; (b) Client's negligence, willful misconduct, or failure to comply with applicable laws in connection with the subject matter of the Agreement, (c) a Claim alleging that the Client Data or Client Marks infringe or otherwise misappropriate the Intellectual Property Rights or other proprietary rights of a third party; or (d) Client's use of a Third-Party Service, as defined in Section 9.1 (Third-Party Services), through any integration with the Subscription Services. "**Losses**" means damages that are finally awarded by a court of applicable jurisdiction, or amounts agreed to in settlement by the indemnifying party.
- 7.2 Paylocity IP Infringement Indemnification. Paylocity will defend Client against a Claim alleging that the Subscription Services infringe a third party's United States patent or registered copyright or misappropriate such third party's trade secret (each, an "**IP Claim**"). Paylocity will indemnify Client against any Losses to the extent resulting from such IP Claim. Notwithstanding the foregoing, Paylocity shall have no obligation to indemnify and shall have no liability under this section to the extent (a) that an IP Claim arises from: (1) any software, hardware or components not owned by Paylocity, including Third-Party Services; (2) use of the Subscription Services in combination with other equipment, software or services; (3) any modification to the Subscription Services made by or on behalf of Client or any other third party; (4) Client's failure to install any updates to or new versions of the Subscription Services made available by Paylocity; (5) use of the Subscription Services other than in the manner expressly authorized under the Agreement; (6) Client Data, Client Marks or other Client content or materials provided to Paylocity or otherwise processed by the Services or (b) that Client is in breach of the Agreement. If Client's right to continue using the Subscription Services is likely to be enjoined, at Paylocity's sole discretion, Paylocity may (i) attempt to obtain the right for Client to continue to use the infringing Subscription Service; or (ii) replace or modify the infringing Subscription Service so that it no longer infringes but functions in a substantially equivalent manner; or (iii) if neither (i) or (ii) is commercially practicable, Paylocity shall have the right to terminate the Agreement (or the applicable affected Order) and the rights and licenses granted hereunder upon written notice to Client and shall refund to Client any pre-paid amounts for the Subscription Service not yet incurred for the period following the effective date of termination. THE PROVISIONS OF THIS SECTION 7.2 AND SECTION 7.3 STATE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND PAYLOCITY'S ENTIRE LIABILITY WITH RESPECT TO ANY IP CLAIM.
- 7.3 Indemnification Procedure. The Party seeking indemnification under this Section 7 will: (a) give the indemnifying Party prompt written notice of the Claim, (b) tender to the indemnifying Party control of the defense and settlement of the Claim (provided that a settlement may not impose on the indemnified Party any costs or obligation to admit liability without its prior, written consent), and (c) cooperate with the indemnifying Party in defending or settling the Claim. The indemnified Party will have the right to participate in any indemnification action or related settlement negotiations using counsel of its own choice at its own expense.

SECTION 8: LIMITATION OF LIABILITY

- 8.1 IN NO EVENT SHALL PAYLOCITY BE LIABLE TO CLIENT, ITS AFFILIATES, THEIR RESPECTIVE AUTHORIZED USERS OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, BUSINESS INTERRUPTION, THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES, OR ANY DAMAGES TO THE EXTENT CAUSED BY CLIENT DATA, CLIENT SYSTEMS, OR CLIENT'S APPLICATIONS, CLIENT'S ALLOWANCE OF UNAUTHORIZED THIRD PARTY ACCESS, OR CLIENT'S INTRODUCTION OF MALICIOUS CODE, OR FOR ANY ACTIONS TAKEN BY PAYLOCITY AT CLIENT'S DIRECTION, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 8.2 IN NO EVENT SHALL PAYLOCITY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO PAYLOCITY FOR THE APPLICABLE SERVICE IN THE TWELVE (12) MONTH PERIOD DIRECTLY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

SECTION 9: THIRD-PARTY SERVICES

- 9.1 Third-Party Services. Paylocity may provide the capability for Client to link or integrate Subscription Services with certain third-party products or services not owned by Paylocity ("**Third-Party Services**"). Such Third-Party Services shall be provided in accordance with the terms of the Order, or Section 9.2 (API). Client shall enter into a separate agreement with the third party providing the Third-Party Services. Paylocity is not responsible for and does not endorse any such Third-Party Services and disclaims any and all liability arising from or relating to the use of such Third-Party Services by or on behalf of Client.

- 9.2 API. If included in an Order, Client may access and use certain pre-existing application programming interfaces created by or on behalf of

Paylocity for the purpose of facilitating the integration of the Subscription Services with a Third-Party Service (each, an “API”) subject to the applicable API End User License Agreement and Paylocity Developer Tools Terms of Service found [here](#).

- 9.3 Client is responsible for all rights, obligations, and liabilities related to any of its Third-Party Services provider’s access, use, handling, processing, storage, disclosure, and deletion of Client Data, as outlined in a separate agreement between Client and such Third-Party Services provider.

SECTION 10: CLIENT FUNDING

- 10.1 Obligation to Remit Funds. Client is responsible for remitting timely funds to Paylocity for the performance of certain Services in accordance with the applicable terms set forth in the Agreement.

SECTION 11: GOVERNING LAW; VENUE

- 11.1 The Agreement and all matters arising out of or related to the Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule of any other jurisdiction. Any legal suit, action, or proceeding arising out of or related to the Agreement shall be initiated in a United States federal or state court located in the State of Illinois, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement.

- 11.2 Tribal Entity Clients. If Client is a Governing Tribal Entity (as defined below), Client hereby irrevocably waives all immunity (whether on the basis of sovereignty or otherwise) from suit, judgment, damages, liabilities, jurisdiction, attachment (both before and after judgment) and execution to which it might otherwise be entitled in any action or proceeding in any court, arbitration, or other forum, arising out of or in connection with the Agreement (and any breach thereof) and agrees that it will not raise or claim or cause to be pleaded any such immunity at or in respect of any such actions or proceeding. Client expressly acknowledges and agrees that Paylocity is not subject to the jurisdiction of Client’s tribal court or any similar tribal forum. For purposes of the Agreement, “**Governing Tribal Entity**” may include, but is not limited to, authorized person, tribal legislative body, tribal council, tribal committee, bureau of Indian affairs, village council, or tribal business committee.

- 11.3 U.S. Government Clients and Authorized Users. As defined in FAR section 2.101, the Services are “commercial items” and, according to DFAR section 252.227-7014(a)(1) and (5), are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of the Agreement and will be prohibited except to the extent expressly permitted by the terms of the Agreement.

- 11.4 Export. The Services are subject to U.S. and local export control and sanctions laws. Client acknowledges and agrees to the applicability of such laws, and will not receive, use, transfer, export or re-export any Services, or any components thereof, in a way that would cause Paylocity to violate such laws. Without limiting the foregoing, Client or its Affiliate may not use the Services if: (1) it is in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan or Syria or are on the U.S. Treasury Department’s Specially Designated Nationals List or the U.S. Commerce Department’s Denied Persons List, Unverified List or Entity List or (2) it intends to make the Services available for use in Cuba, Iran, North Korea, Sudan or Syria (or by a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List or Entity List.

SECTION 12: MISCELLANEOUS

- 12.1 Assignment. Neither Party shall assign or otherwise transfer its rights or delegate its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party, except that consent shall not be required if the Agreement is assigned by Paylocity in connection with a merger, acquisition, change of control, or sale of all or substantially all of the assets to which the Agreement relates. Any purported assignment or delegation in violation of this Section will be null and void.

- 12.2 Force Majeure. Neither Party will be deemed in breach hereunder for any interruption or delay in the performance of its obligations hereunder (not including any payment obligations) if the interruption or delay is due to unforeseen events which are beyond the reasonable control of such Party (each, a “**Force Majeure**”), which may include strikes, blockade, war, terrorism, riots, pandemics, epidemics, or natural disasters, insofar as such an event prevents or delays the affected Party from fulfilling its obligations and such Party is not able to reasonably prevent or avoid it.

- 12.3 Publicity. During the Subscription Term and at all times after its termination or expiration, Client must not make any media release or other public announcement relating to or referring to the Agreement without Paylocity’s prior written consent. Client acquires no right to use, without Paylocity’s prior written consent, the terms or existence of the Agreement, the names, trademarks, service marks, or copyrighted materials of Paylocity in any advertising, publicity, press release, presentation, or promotion. Paylocity may identify Client as a Paylocity customer and use Client’s name, trademark, and logo in any and all media, including (without limitation), Paylocity’s advertising material, marketing materials, websites and lists of Paylocity customers.

- 12.4 Limitation of Actions. No action arising under or in connection with the Agreement may be brought by Client more than two (2) years after Client becomes or should reasonably have become aware of the events giving rise to the cause of action.
- 12.5 Notices. Any legal notice required or permitted under the Agreement will be in writing and sent to Client at the address set forth in the Order or to the email address set forth in the Client's account within the Subscription Services and sent to Paylocity at Paylocity Corporation, Attn; Legal Department, 1400 American Ln, Schaumburg, IL 60173 or to legalnotices@paylocity.com. Such notice will be deemed to have been received by the addressee upon: (a) personal delivery; (b) the second business day after being mailed or couriered, postage or delivery pre-paid; or (c) the day of sending by email (if sent on a business day, or else on the next business day), except for notices of breach (other than for non-payment) or an indemnifiable claim, which for clarity must be made by mail or courier, postage or delivery pre-paid. Notwithstanding the foregoing, Paylocity may also provide notices related to products and Services and changes to the terms of the Agreement electronically via postings on its website, in-product notices, or on its self-service portal or administrative center, as applicable.
- 12.6 Authorization to Review Credit. Client understands that the Agreement may be considered as an application for credit and hereby authorizes Paylocity to review the credit of Client, including reports from credit bureaus, references, bank account ownership and status, bank account transaction history, and other available financial information.
- 12.7 Integration; Order of Precedence. The Agreement sets forth the entire agreement between Client and Paylocity relating to the Services and supersedes all prior and contemporaneous oral and written agreements. Client agrees that its purchase of any Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Paylocity regarding future functionality or features. If there is a conflict between the SA and other agreements or ordering documents referenced herein, the following order of precedence will control: (a) the DPA (solely with respect to the Parties' obligations to protect personal data, subject to the Limitation of Liability and other terms contained herein); (b) the Service Specific Terms (but only with respect to the applicable Service); (c) the SA; and (d) the Order or other Paylocity ordering document (but only with respect to the applicable Service). Client's additional or different terms and conditions will not apply, whether included in a purchase order or otherwise. Paylocity reserves the right to update the terms of the Agreement from time to time (provided that the version and date of such update shall be identified in the document).
- 12.8 Waiver; Enforceability. No waiver will be implied from conduct or failure to enforce or exercise rights under the Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the Party claimed to have waived. If any portion of the Agreement is determined to be invalid, illegal, or unenforceable, the remainder of the Agreement shall nonetheless remain in full force and effect.