



Master Subscription Agreement

THIS **MASTER SUBSCRIPTION AGREEMENT** (the "Agreement") is entered into as of **DATE** by and between **PRIMEPAY, LLC.** ("We," "Us", "Our" or "PrimePay"), a Delaware limited liability company, and **[CLIENT NAME]**, ("You", "Your" or "Client").

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Employee" means each full or part time employee or contingent worker of Yours for which the Purchased Services is used to process or report information relative to such employee.

"Equipment" means the computer system, including equipment and software, utilized by You to Use the Services.

"Malicious Code" means anything or device (including any software, code, file or program) that may: (i) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network, or any other service or device; (ii) prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or in part or otherwise); or (iii) adversely affect the user experience, including malicious codes, worms, Trojan horses, time bombs, viruses and other similar things or devices.

"Non-SyncHR Applications" means online applications and offline software products that are provided by entities or individuals other than Us.

"Order Form" means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us or any of Our Affiliates from time to time, including addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference.

"Purchased Services" means Services that You or Your Affiliates purchase under an Order Form.

"Services" means the products and services that are ordered by You related to our SyncHR platform of applications under an Order Form and made available by Us online via the client login link at <http://www.syncHR.com> and/or other web pages designated by Us. "Services" exclude Non-SyncHR Applications.

"System" has the meaning set forth in Schedule A hereto.

"User Guide" means the online user guide for the Services, accessible via login at <http://www.clients.syncHR.com>, as updated from time to time.

"Use" means access by You via the Internet to obtain the Services, and the processing of data and

information by You on the Equipment via such access.

"Users" means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents.

"Your Data" means all electronic data or information submitted by You to the Purchased Services.

2. PURCHASED SERVICES

2.1. Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2. Subscriptions to the Services. Unless otherwise specified in the applicable Order Form, Services are purchased monthly beginning on the start date as set forth in the applicable Order Form and are based on the total number of Employees You have on the first of each month. You shall assign each User a username and password. You shall terminate any User upon any termination of his or her employment or service relationship with You.

2.3. Grant of License to the Services. Subject to the terms and conditions of Agreement, We hereby grant to You a nonexclusive and non-transferable license to: (a) Use the Services, and (b) Use the User Guide in connection with the Use of the Services. This license transfers to You neither title nor any proprietary or intellectual property rights with respect to the Services, User Guide, or any copyrights, patents, trade secrets or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein. You will be responsible for all Equipment, telecommunications and Internet access required to Use the software and User Guide.

3. USE OF THE SERVICES

3.1. Our Responsibilities. We shall provide the level of support as set forth on Schedule A hereto for the Purchased Services at no additional charge (the **"Service Level Agreement"**).

3.2. Our Protection of Your Data. (a) We shall maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data as set forth in our Data Protection Policy/Procedures attached hereto as Schedule B. (b) At any time upon Your request, We will securely destroy all copies of Your Data in Our possession and certify such secure destruction in writing to You. (c) Upon becoming aware of (i) any unlawful access to Your Data stored on Our equipment or in Our facilities, or (ii) unauthorized access to such facilities or equipment resulting in loss, disclosure or alteration of any of Your Data, or (iii) any actual loss of or suspected threats to the security of Your Data (collectively "Security Incident"), We will: (x) promptly notify You of the Security Incident (and in all circumstances at least as soon as We report to similarly situated clients of Ours); (y) investigate or perform required assistance in the investigation of the Security Incident and provide You with detailed information about the Security Incident; and (z) take all commercially reasonable steps to mitigate the effects of the Security Incident, or assist You in doing so. We will comply with this section at Our cost unless the Security Incident arose from Your negligent or willful acts or Our compliance with Your express written instructions. (d) We shall not (i) modify Your Data, (ii) disclose Your Data except as compelled by law in accordance with Section 7.1 pursuant to a Compelled Disclosure or as expressly permitted in writing by You, or (iii) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with client support matters.

3.3. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use

of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store, distribute or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

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4. NON-SYNCHR APPLICATIONS

4.1. Acquisition of Non-SynchR Products and Services. We or third parties may from time to time make available to You (e.g., through Non- Synchr Applications) third-party products or services, including but not limited to Non- Synchr Applications and implementation, customization and other consulting services. Any acquisition by You of such non- Synchr Applications or services, and any exchange of data between You and any non- Synchr Application, is solely between You and the applicable non- Synchr Application. We do not warrant or support non- Synchr products or services, whether or not they are designated by Us as “certified” or otherwise, except for those specified as included services on an Order Form. Subject to Section 4.2 (Integration with Non- Synchr Applications), no purchase of non- Synchr Applications or services is required to use the Services except a supported computing device, operating system, web browser and Internet connection.

4.2. Non- Synchr Applications and Your Data. If You install or enable Non- Synchr Applications for use with Services, You acknowledge that We may allow providers of those Non- Synchr Applications to access Your Data as required for the interoperation of such Non- Synchr Applications with the Services. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Non- Synchr Application providers, unless such disclosure, modification or deletion of Your Data is caused (partially or wholly) by Our negligence. The Services shall allow You to restrict such access by restricting Users from installing or enabling such Non- Synchr Applications for use with the Services.

5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1. Fees. You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and subject to the Service Level Agreement set forth in Section 3.1 and (ii) payment obligations are non-cancelable and fees paid are non-refundable. To the extent there is any travel in connection with providing the services for You, We will bill you at actual cost for Our reasonable travel expenses, including airfare, hotel, car rental, meals and administrative expenses. Such expenses will be itemized on Our invoices to You.

5.2. Invoicing and Payment. Unless otherwise specified in an Order Form, Implementation Fees and the first year’s Subscription Fees are due and payable upon execution of the Order Form. PrimePay will provide an invoice and will directly debit fees via ACH. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

Annual Subscription Fees will be invoiced each year on the Service Anniversary Date. We will invoice you annually in advance in accordance with the relevant Order Form. We will present a billing invoice via e-mail within 15 days prior to the Service Anniversary Date and will directly debit all undisputed fees via ACH no sooner than five (5) business days following presentation of the invoice. Annual Subscription Fees will be invoiced each year based upon the greater of (a) the estimated average number of employees during the upcoming annual service period or (b) the trailing 12-month average.

Following the first business day of the last month of the annual service period, PrimePay will determine the average employee count for the preceding 12-month period. To the extent PEPM subscription fees using the 12-month average employee counts exceed the Annual Subscription Fees invoiced at the beginning of the annual service period, PrimePay will invoice You for such excess. To the extent the Annual Subscription Fees invoiced at the beginning of the annual service period exceed PEPM

subscription fees using the 12-month average employee counts, PrimePay will issue a credit memo to You, which may be applied to any current or future fees. Note the maximum license fee credit for the preceding 12-month period shall be no greater than 20% of the Annual Subscription Fee invoiced at the beginning of such period. Furthermore, the Annual Subscription Fee for any year is subject to minimum license fees in the applicable Order Form, and in any case is subject to a maximum reduction of 25% of the Annual Subscription Fee for the prior year.

PrimePay reserves the right to review actual employee counts during the annual service period. To the extent that actual employee counts exceed the employee counts used to determine Annual Subscription Fees invoiced at the beginning of the annual service period, PrimePay may invoice a mid-period true-up to account for any such increases.

Fees for other services will be billed according to our current Fee Schedule, or stipulated separately in an Order Form. Unless otherwise stipulated in the Order Form, such fees will be invoiced and directly debited by PrimePay via ACH.

5.3. Overdue Charges. If any charges are not received from You by the due date and you have not paid such charges after receiving at least 10 days' notice from Us, then at Our discretion, (a) such charges shall accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, suspend Our services to You until such amounts are paid in full. We will give You at least 25 days' prior notice that Your account is overdue, in accordance with Section 11.2 (Manner of Giving Notice), before suspending services to You (unless You pay such amounts in full prior to the end of such notice period).

5.5. Payment Disputes. We may not exercise Our rights under Section 5.3 (Overdue Charges) or 5.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. The exercising or forbearance of exercising Our rights is up to Our sole discretion and there is no affirmative obligation for Us to exercise said rights.

5.6. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

5.7 Reduction of Fees. If the System Availability agreed to as part of the Service Level Agreement is not met to the extent of the percentages set forth below, the fees owed by You for the prior calendar month shall be reduced as follows:

<u>System Availability</u>	<u>Decrease in Monthly Fee:</u>
98% - 99.50%	15%
95% - 97.99%	25%
90% - 94.99%	50%
0% - 89.99%	100%

6. PROPRIETARY RIGHTS

6.1. Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder,

and expressly excluding Your Data, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

6.2 Restrictions. You will not Yourself, or through any parent, subsidiary, affiliate, agent or other third party: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, data design, underlying ideas, underlying user interface techniques or algorithms of the Services by any means whatsoever save as may be expressly permitted by applicable law notwithstanding a contract prohibition to the contrary, disclose any of the foregoing, in whole or in part; (ii) permit any third party to access the Services except as permitted herein or in an Order Form; (iii) modify, incorporate into or with other software, modify, decompile, disassemble, or reverse engineer the Services, in whole or in part; (iv) write or develop any software based upon the Services or any Confidential Information; (v) provide, disclose, divulge or make available to, or permit use of the Services by any third party other than the Users; (vi) create derivative works based on the Services except as authorized herein, (vii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, or (viii) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3. Your Applications and Code. If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

6.4. Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

6.5. Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

7. CONFIDENTIALITY

7 Confidential Information. It is the intention of PrimePay and You to transfer and/or exchange information as may be essential for completing their respective obligations under this Agreement. Such information may be disclosed in electronic, visual, or written form (including magnetic media). Except as provided below, all information transferred or exchanged between the parties or otherwise learned by a party from or with respect to the other is deemed to be confidential and may include proprietary or trade secret information of the other concerning the other's business affairs, property, methods of operations, processing system or other information, including employee personal information and financial data ("Confidential Information"). Each party agrees to direct its owners, directors, principals, members, employees, and agents to maintain such confidentiality. You and PrimePay hereby agree to maintain the confidentiality of all such information using at least the degree of care and security as each uses to maintain the confidentiality of its own Confidential Information, but no less than a reasonable degree of care. Each party agrees to direct its owners, directors, principals, members, employees and agents to maintain such confidentiality. In the event that a receiving party wishes to disclose Confidential Information to one of its agents (including service providers), it may do so only if that agent or service provider agrees in writing to maintain a level of confidentiality at least as stringent as provided in this section. Confidential Information shall not include any information that: (i) is publicly known prior to or after disclosure hereunder other than through acts or omissions attributable to the recipient or its employees or representatives; (ii) as demonstrated by prior written records, is already known to the recipient at the time of disclosure hereunder; (iii) is disclosed in good faith to the recipient by a third party having a legal right to do so; (iv) is the subject of written consent of the party which supplied such information authorizing

disclosure; or (v) is required to be disclosed pursuant to legal process or as required by law, regulation, rule or order ("Compelled Disclosure"); provided that the recipient shall give the disclosing party reasonable notice in writing prior to disclosing such information in order to facilitate seeking a protective order or other appropriate remedy from the proper authority.

- a) Both during and after the Term of this Agreement, You shall hold for PrimePay's benefit and shall not use or disclose to any third party any trade secrets, or Confidential Information, knowledge, or data relating to the subject of this Agreement or the Services or related materials relating to PrimePay's operations or business, including, without limitation, pricing proposals or pricing agreements. This restriction will not apply to disclosure to Your legal, tax or financial advisors provided those advisors are notified of this provision and agree to this confidentiality provision.
- b) Both during and after the Term of this Agreement, PrimePay will hold any Confidential Information of Your user data in accordance with our privacy policy as published on <https://www.synchr.com/terms-of-use>, and PrimePay will maintain in force measures reasonably available within the information technology industry to prevent any unauthorized person from gaining access to or altering, viewing, manipulating or affecting Your Confidential Information, data or information system(s) and in no event will PrimePay exercise less than a reasonable standard of care, in maintaining the privacy, security and availability of such data.
- c) Neither party will, without the prior written authorization of the other party, disclose to any third-party the terms and conditions of this Agreement, except as may be necessary to establish or assert rights hereunder, or as may be required by law or governmental regulations.

7.1 Ownership Rights in Materials. All products, forms, procedures and other materials (the "Materials") utilized or made available by PrimePay to You in connection with any Service performed under this Agreement are the sole property of PrimePay and/or its licensors, and You shall not acquire any right, title or interest in the Materials by use thereof in accordance with this Agreement. You shall not license, market, copy, modify, sell or transfer any of the Materials, in whole or in part. You acknowledge and recognize that any breach of this section would result in irreparable harm to PrimePay, and, accordingly, agrees that in addition to and not in lieu of all remedies available to PrimePay by reason of such breach (at law or equity), PrimePay shall be entitled to equitable relief (including, without limitation, specific performance and injunctive relief) to enjoin the occurrence or continuation of such breach. Upon PrimePay's request, You shall promptly return all Materials to PrimePay following the termination of this Agreement.

7.2 Ownership of System, Services and Software. PrimePay and/or its partners, licensors and vendors shall be the sole and exclusive owner of all right, title and interest (including, without limitation, all intellectual property rights) in and to the System, Services and all software utilized by PrimePay to perform the Services. You shall not, and shall not permit any third party to, (i) modify, copy or otherwise reproduce the systems or software, (ii) remove, destroy or omit any copyright notices, legends, labels and other notices of proprietary interests appearing in or on any of the software, or (iii) attempt to decompile or reverse engineer the software. Except for the right to use the System and Services as expressly specified in this Agreement, nothing in this Agreement shall be deemed to grant to Client, by implication, estoppel or otherwise, license rights, ownership rights or any other intellectual property rights in any software, literary works, other works of authorship, specifications, designs, and analyses, programs, documentation, reports, and similar work product owned by or provided through PrimePay.

8. WARRANTIES AND DISCLAIMERS

8.1. Our Warranties. We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 11.3 (Termination for Cause) and Section 11.4 (Refund or Payment upon Termination) below.

8.2. Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so.

8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.4. Non-GA Services. From time to time We may invite You to try, at no charge, Our products or services that are not generally available to Our clients ("**Non-GA Services**"). You may accept or decline any such trial in Your sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non- production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. NON-GA SERVICES ARE NOT CONSIDERED "SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. We may discontinue Non-GA Services at any time in Our sole discretion and may never make them generally available.

9. MUTUAL INDEMNIFICATION

9.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "**Claim Against You**"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such subscriptions after the effective date of termination.

9.2. Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "**Claim Against Us**"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

9.3. Exclusive Remedy. This Section 9 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

10. LIMITATION OF LIABILITY

10.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF \$500,000

OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR PURCHASED SERVICES).

10.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. TERM AND TERMINATION

11.1. Term of Agreement. This Agreement commences on the date You accept and execute the applicable Order Form and continues until all subscriptions identified in the Order Form and granted in accordance with this Agreement have expired or been terminated.

11.2. Term of Purchased Subscriptions. Subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all subscriptions shall automatically renew for one year, unless You give Us notice of non-renewal at least 90 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

11.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.4. Refund or Payment upon Termination. Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

11.5. Termination without Cause. Should You terminate this Agreement or any services covered by an Order Form prior to the end of the current subscription term, the respective Subscription Fees for the balance of the term (Termination Fees) shall be immediately due and payable. Such Termination Fees will be determined based upon the higher of (a) the current employee/unit count or (b) the highest 3-consecutive-month average in the preceding 12-month period.

11.6. Return of Your Data. Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format (or other format reasonably mutually agreed to) along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

11.7. Surviving Provisions. Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Mutual Indemnification), 10 (Limitation of Liability),

11.4 (Refund or Payment upon Termination), 11.5 (Return of Your Data), 12 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and 13 (General Provisions) shall survive any termination or expiration of this Agreement.

12. NOTICES

12.1. General.

Notices to Us should be addressed to: PrimePay, LLC
1487 Dunwoody Drive
West Chester, PA 19380

Notices to You should be addressed to: **CLIENT NAME**
ADDRESS
CITY, STATE, ZIP

12.2. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

12.3. Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

13. GENERAL PROVISIONS

13.1. Export Compliance. The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use Services in a U.S.- embargoed country (currently Burma (Myanmar), Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

13.2. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department (compliance@primepay.com).

13.3. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

13.4. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

13.5. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

13.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

13.7. Attorney Fees. You shall pay on demand all of Our reasonable attorney fees and other costs

incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5.2 (Invoicing and Payment).

13.8. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.9. Governing Law. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, or the Services shall be governed in all respects by the laws of the United States and the State of Delaware. If any provision of the Agreement is held to be invalid by any court of competent jurisdiction, such finding shall not invalidate the remainder of the Agreement. With respect to any claim arising out of this Agreement, (i) each party irrevocably submits to the exclusive jurisdiction of the courts of the State of Delaware, or the United States District Court, located in New Castle County, Delaware, and (ii) each party irrevocably waives any objection which it may have at any time to the venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any such court and irrevocably waives any claim such suit, action or proceeding is brought in an inconvenient forum and further irrevocably waives the right to object, with respect to such claim, suit, action or proceeding brought in any such court, that such court does not have jurisdiction over such party. Notwithstanding the foregoing, PrimePay may bring suit for non-payment of fees in any court of competent jurisdiction.

13.10 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit and the Order Form shall control. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. CLIENT ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CLIENT INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CLIENT ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, ORDER FORMS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

13.11 Force Majeure. Neither Party shall be in default or otherwise liable for any delay in, or failure of, its performance under this Agreement, or any Order Form, where such delay or failure arises, directly or indirectly, by reason of any act of God, or any government or any governmental body, war, insurrection, the elements, fire, flood, national strikes or official labor disputes, or other similar or dissimilar cause beyond the control and without the negligence of such Party (a "Force Majeure Event"), provided that such Force Majeure Event could not have been prevented by reasonable precautions and could not reasonably be circumvented and provided further that the Party so affected shall immediately notify the other Party in writing upon the onset of any Force Majeure Event, shall use commercially reasonable best efforts to mitigate the effect of any Force Majeure Event and resume full compliance with its obligations hereunder including through the use of alternate sources, workaround plans and other

means, and notify the other Party in writing promptly upon the termination of any Force Majeure Event.

13.12 Non-Disparagement. Subject to applicable law, each of the Parties covenants and agrees that, both during and after the Term of this Agreement, or until such time as the other Party or any of its agents, subsidiaries, affiliates, successors, assigns, officers, key employees or directors shall have breached this Section, neither it nor any of its respective agents, subsidiaries, affiliates, successors, assigns, officers, key employees or directors, shall in any way criticize, attempt to discredit, make derogatory statements with respect to, call into disrepute, defame, make or cause to be made any statement or announcement that relates to and constitutes an ad hominem attack on, or relates to and otherwise disparages (or causes to be disparaged) the other Parties or such other Parties' subsidiaries, affiliates, successors, assigns, officers (including any current, future or former officer of a Party or a Parties' subsidiaries), directors (including any current, future or former director of a Party or a Parties' subsidiaries), employees, shareholders, agents, attorneys or representatives, or any of their practices, procedures, businesses, business operations, products or services, in any manner.

13.13 Non-Circumvention. At any time prior to the expiration of three years from the date of this Agreement, it is expressly agreed that the identities of any individual or entity and any Non-SyncHR Applications discussed and made available by Us under an Order Form, or Non-SynHR Services shall constitute Confidential Information and You or any associated entity or individual shall not without Our prior written consent directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such third party identified or introduced by Us.

[remainder of page intentionally left blank]

In Witness Whereof, the parties have caused this Master Subscription Agreement to be executed as of the Effective Date.

CLIENT

PRIMEPAY, LLC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Schedule A

Service Level Agreement

System Availability and Performance

The SyncHR software system (the “System”) used to provide the Services to You is operated twenty-four (24) hours per day, seven (7) days per week, every day of the year. The Service requires general maintenance, system upgrades and service updates (collectively, “Planned Maintenance”). Our data center partners have Planned Maintenance windows twice a week beginning on:

- Monday evening at 10:00 PM Pacific Time and ending Tuesday morning at 12:00AM Pacific Time and
- Thursday evening at 10:00 PM Pacific Time and ending Friday morning at 12:00 AM Pacific Time

Definition	Criteria	Service Level
<p>(i) “System Availability” means: Ability to log-in and access the System and use its functionality and the Services as intended.</p> <p>Planned Maintenance periods are not included in the calculation of System Availability.</p> <p>Any lack of System Availability due to any failure of Your Internet Service Provider, Your communication systems or other systems outside of the control of Us are exempt from any calculation of System Availability.</p> <p>(ii) “System Performance” means:</p> <p>the System’s page load times for all customary inputs and updates.</p>	<p>You can access the System and, when performing all routine functions, will have responsive System Performance as set forth in the Service Level.</p>	<p>Ninety-nine and five-tenths percent (99.5%) System Availability per calendar month.</p> <p>Average System Performance under seven seconds per calendar month.</p>

Access to the Services and Issue Response

Issues reported by You (each, an “Issue”) are assigned one of four Issue categories by Us based on the process described below:

- You notify Us and provide an Issue Description as defined in this Agreement.
- We open a case (a “Case”), categorize the Issue and begin tracking the time until the Case is closed.
- We acknowledge the Issue by email.
- We commence work to resolve the Issue.
- We provide status updates to You via email when a Case status changes until We close the Case.
- We provide continuous Issue isolation, determination and support.
- We implement a Solution to resolve the Issue as soon as available.

All Service Levels listed below are measured on a calendar month basis.

Issue Category Definition	Service Level
<p>(i) “Category One– Service Unavailable” shall mean the Service is unavailable to You.</p>	<p>All Category One Issues will be worked on continuously until a solution is implemented.</p> <p>All Category One Issues will be acknowledged by Us within thirty (30) minutes of You providing Us with an Issue description.</p> <p>All Category One Issues will be updated by Us via email when the corresponding Case status changes or once every four (4) hours until We close the Case.</p>

Issue Category Definition	Service Level
<p>(ii) “Category Two– Critical Issue” shall mean the Service is materially impaired and no acceptable workaround is available.</p> <p>Examples include:</p> <ul style="list-style-type: none"> ● Payroll processing system error (i.e., pay process does not calculate) ● Time interface import is not functioning <p>“Payroll Processing Days” shall mean a timeframe bound by check date minus three days up until check date.</p>	<p>All Category Two Issues will be worked on continuously during business hours until a Solution is implemented, except during Payroll Processing Days. Category Two Issues related to payroll processing that are encountered on Payroll Processing Days will be worked on continuously until a solution is implemented.</p> <p>All Category Two Issues will be acknowledged by Us within one (1) hour of You providing Us with an Issue description.</p> <p>All Category Two Issues will be updated by Us via email when the corresponding Case status changes or once every two (2) hours until We close the Case.</p>

Issue Category Definition	Service Level
<p>(iii) “Category Three– Major Issue” shall mean the Service is materially impaired and an acceptable workaround is available.</p>	<p>All Category Three Issues will be acknowledged by Us within twenty-four (24) hours of You providing Us with an Issue Description.</p> <p>All Category Three Issues will have a Solution communicated to You within fifteen (15) Business Days.</p> <p>All Category Three Issues that are resolved will be communicated to You via release notes or intermediate patch notes when a solution has been implemented.</p>

Issue Category Definition	Service Level
<p>(iv) "Category Four– Minor Issue" shall mean the Service is not functioning as expected but with no significant impairment and an acceptable workaround is available.</p> <p>Category Four Minor Issues also include: questions on functionality, use or set-up of the System, data questions, etc.</p>	<p>All Category Four Issues will be acknowledged by Us within twenty-four (24) hours of You providing Us with an Issue Description.</p> <p>All Category Four Issues that are resolved will be communicated to You via release notes or intermediate patch notes when a solution has been implemented.</p>

Schedule B

Data Protection Policy/Procedures

At PrimePay we appreciate your concerns about privacy and confidentiality. Our clients have trusted us with their payroll needs since 1986, and it is important for us to maintain a high level of integrity. With few exceptions, the information collected or handled is for the purpose of providing you services for which you have contracted with PrimePay. In addition, certain services may require us to request a standard credit report on your business from a credit reporting agency or specific credit references. Our Privacy Policy regarding how We handle Your data related to our performance of the Services may be found at: <https://www.synchr.com/terms-of-use>

Our SyncHR data center is SOC 1 and SOC 2 audited. A copy of the latest SOC reports can be provided upon request with respect to SyncHR systems' administrative, physical, and technical safeguards currently in place.

- Network and Data Security
 - Network border DDOS detection and filtration across all network links
 - Carrier-class threat management allowing immediate threat identification and remediation without interrupting legitimate traffic
 - Best of breed firewall/VPN/IDS technology
 - 24x7 firewall/VPN/IDS support and maintenance
- Application Security
 - Our application prevents and is tested for safety from the following vulnerabilities:
 - SQL Injection
 - Cross site scripting
 - Request tampering
- Data Encryption and Backup
 - Backups are encrypted before transmission to remote data centers using PGP
 - All web traffic is served using SSL (HTTPS)
 - Passwords are encrypted with one-way encryption. Unencrypted passwords are never sent via email
 - Disaster recover/backup is based upon the use of disk to disk backups with offsite vaulting service for daily server backups. The offsite vaulting service compresses and encrypts the data prior to the data leaving the server, then transfers it through an IP connection to a secure remote storage facility. Backups run nightly between 7:00pm ET and 7:00am ET (a 12 hour window).
- Environment
 - Redundant UPS and Generator backups for all systems
 - HVAC (Heating Ventilation Air Conditioning)
 - HVAC systems are arranged in a N+1 redundancy configuration
 - Controls and provides appropriate levels of airflow, temperature, and humidity
- Fire Detection and Suppression
 - Multi-zoned, dry pipe, water based fire suppression systems
 - Monitors to sample air and provide alarms prior to pressurization
 - Dual alarm activation necessary for water pressurization
 - Water discharge specific to alarm location
- Flood Control and Earthquake

- All facilities built above sea level with no basement areas
- Moisture barriers on exterior walls
- Dedicated pump rooms for drainage/evacuations systems
- Moisture detection systems
- Location specific seismic compliance
- All facilities meet or exceed requirements for local seismic building codes

**Schedule C
Fee Schedule**

I.	Professional Services – investigation, training, special projects	
1.	Implementation & Professional Services	\$175 per hour
2.	Banking & Tax	\$125 per hour
II.	Banking Services	
1.	Late payroll processing	\$100.00
2.	File cancellation / payment reversal fee	\$50.00
3.	Non-sufficient funds – individual	\$50.00
4.	Non-sufficient funds – company	\$250.00
III.	Tax Services	
1.	Non-sufficient funds	
a.	1 st Occurrence	\$100.00
b.	2 nd Occurrence	\$200.00
c.	3 rd Occurrence	\$300.00
2.	Late Receipt of Data – per occurrence	\$100.00

Addendum A

Authorization for Electronic Transfer of Fees

I, the undersigned, authorize PrimePay to initiate ACH transactions to debit the bank account listed below for payment of monthly fees.

I authorize the release of funds from the following account:

Bank Name: _____

Account Type: _____

Name on Account: _____

ABA/Routing Number: _____

Account Number: _____

Company Name: _____

Signer Contact Phone Number: _____

Authorized Signature (must be a signer on the bank account)

Date

Authorized Signer (please print name)

Addendum B

I-9 / E-Verify Services

In addition to the other services provided by PrimePay under the Agreement, PrimePay will provide the following Form I-9 and E-Verify® services (the "I-9 Services" as further defined below) under the Agreement as of the Effective Date and such Form I-9 and E-Verify services shall be deemed "Services" under the Agreement. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control, but only with respect to the I-9 Services.

Definitions

"Content" means all information presented through the Website, including by way of example and not limitation, text, graphics, logos, icons, images, software, illustrations, auditory and visual elements, and the arrangement and compilation of the foregoing, and any other materials pertaining to the I-9 Services which are furnished or accessed through the Website.

"E-Verify" means the internet-based application operated by the Department of Homeland Security ("DHS") in partnership with the Social Security Administration ("SSA"), which allows electronic employment eligibility verification of newly hired employees.

"Form I-9" or "I-9 Forms or I-9 Form" means the U.S. Citizenship and Immigration Services ("USCIS") Employment Eligibility Verification Form.

"I-9 Service" means the web-hosted computer program(s) generally known as Form I-9 or other designation that PrimePay may use, which is proprietary internet-based employment eligibility verification processing and recordation storage tool, together with all features and functionality offered by PrimePay from time to time.

"M-274" means United States Citizenship and Immigration Services Handbook for Employers that provides for guidance and instructions for completing the Form I-9.

"MOU" means the Memorandum of Understanding (MOU) that sets forth the points of the agreement between the Department of Homeland Security (DHS) and Client regarding the employer's participation in the Employment Eligibility Verification Program (E-Verify®).

"Website" means the PrimePay website from which the Service is accessed, and any web pages included therein.

A. The E-Verify® Services provided by PrimePay to Client will include the following:

1. Once Client successfully completes the Form I-9 through PrimePay I-9 process, PrimePay electronically transmits the applicable data to E-Verify/DHS if requested by Client.
2. PrimePay will deliver to Client the initial response from the DHS, subject to the availability of the DHS system. Responses include the following:
 - i. Authorization: If the response from E-Verify is "Employment Authorized," PrimePay will provide that information to Client, and the case verification number and date will be recorded and stored electronically with the employee's Form I-9.
 - ii. Tentative Non-Confirmation – If the response from E-Verify is "SSA Tentative Non-Confirmation," PrimePay will provide Client with an electronic version of the Notice to Employee of Tentative Non-Confirmation. Client will then determine if the employee wishes to contest and proceed accordingly. The case verification number and date will be recorded and stored electronically with the employee's Form I-9.
 - iii. Verification in Process – If the response from E-Verify is "DHS Verification in Process," Client will check the PrimePay system periodically until E-Verify

updates the status of the case and will then take appropriate actions on the case. The case verification number and date will be recorded and stored electronically with the employee's Form I-9.

3. Client will have access to all Client cases so that Client can, at any time, search for updated status from E-Verify. From the I-9 Service, Client's users may take all applicable actions on the case as permitted by DHS's E-Verify program.

Client is responsible for its activities in connection with any "SSA Tentative Non-Confirmation" Response. Client may respond to a "SSA Tentative Non-Confirmation" response from the initial results screen and print the applicable documents to provide to its potential hire.

4. As used herein, the term "MOU" shall refer to a Memorandum of Understanding that is required by DHS from the Client and its E-Verify Employer Agent (i.e. PrimePay) in order to use an electronic I-9 service and participate in the E-Verify program through PrimePay. The MOU shall be generated by PrimePay upon execution of this Addendum and signed by the Client and PrimePay as a condition to Client's use of the I-9 Service.
5. PrimePay will reasonably comply with all applicable federal laws, rulings and regulations in connection with its delivery of the E-Verify Services.
6. Both parties agree to the following terms and conditions:

TERMS:

Client shall use the I-9 Services only in accordance with the terms and conditions accompanying the Service, including those posted on the Website through which the Service is accessed. Client is responsible for all activity, occurring through Client's account and its use of the I-9 Services, and shall abide by all applicable local, state, national, federal and foreign laws, treaties and regulations in connection with use of the I-9 Services, including those related to data privacy and transmission of personal data. Client shall: (i) notify PrimePay immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to PrimePay immediately and use reasonable efforts to stop immediately any unauthorized copying and distribution of the Content; and (iii) not permit anyone other than its employees to gain access to or use of the I-9 Services through Client's account. Client is solely responsible for designating its authorized users ("Users"), establishing and protecting passwords, and access to the Service, and will bear all risk of loss from unauthorized use of the Service or failure to protect personal confidential information. Client shall bear all of its own expenses in connection with its activities under this Agreement and shall be solely responsible and liable for its employees and Users and for all of their acts or omissions.

Client shall not: (i) modify or create improvements or derivative works based upon the I-9 Service or the Content; (ii) make or print copies of the I-9 Service and related Content; (iii) "mirror" any Content on any other server or wireless or Internet-based device; (iv) translate, reverse engineer or assemble, decompile or disassemble the I-9 Service. In addition, during the term of this Agreement and for a period of two (2) years thereafter, Client shall not: (i) directly or indirectly build a competitive product or service or a product using similar ideas, features, functions, or graphics of the I-9 Service or the Content; (ii) copy any ideas, features, functions or graphics of the I-9 Service or the Content or replicate or attempt to replicate the constituent elements of the I-9 Service or Content; (iii) directly or indirectly contact, solicit or enter into any transaction with any vendor, service provider, contractor or supplier of PrimePay or its licensors in an effort to replicate or otherwise use constituent elements of the I-9 Service or Content; or (iv) solicit or encourage any employee, vendor or consultant of PrimePay and/or its licensors to leave their employment or terminate their relationship with PrimePay and/or its licensors, as applicable. PrimePay and/or its licensors retain all title and interest in and to the I-9 Service and its underlying technology and all Content, and all copies or modifications thereof, including all intellectual property rights therein. This license does not transfer any right, title, or interest in the I-9 Service or Content except for the license to use the I-9 Service on the terms contained herein. Client is on notice that the I-9 Service and Content are protected by copyright and other laws.

Client acknowledges that in order for PrimePay to provide the Service, Client must necessarily

agree to the MOU prescribed by E-Verify. Such MOU sets forth the terms by which the SSA and US Citizenship and Immigration Services ("USCIS"), with PrimePay as Client's E-Verify Employer Agent (EEA), will confirm the employment eligibility of newly hired employees following completion and submission of the Form I-9 through the I-9 Service. Client further agrees that PrimePay may operate as EEA of Client for purposes of providing the Service contemplated herein.

Client acknowledges PrimePay bears no responsibility or liability for Client's failure to comply with the federal Form I-9 completion, retention, correction and storage rules. In order for Client to ensure its compliance with the Form I-9 and E-Verify, Client should and PrimePay strongly recommends that Client consult with its own legal counsel familiar with Client's unique requirements and legal/regulatory obligations related to the use of PrimePay Form I-9, E-Verify and other, additional or third party services obtained pursuant to this Agreement. In regards to retention rules, Client should periodically download and save the electronic Form I-9 records created through the use of the I-9 Service or input accurate termination dates into the I-9 Service to assist with the proper management and purging requirements for the Form I-9. Information, including Form I-9 records, downloaded and saved or otherwise retained on Client's computers or servers are owned by, and remain the responsibility of Client. Notwithstanding the foregoing, Client is solely responsible for complying with all other laws, rules and regulations promulgated by DHS, Office of Special Counsel or USCIS or other government agencies regarding the proper completion, use, handling, remediation and correction of I-9 Forms, including by way of example and not limitation, timely completion of I-9 Forms, posting notices of its participation in E-Verify® and antidiscrimination provisions. Client may print or download completed I-9 Forms processed through the I-9 Service and documents related thereto, such as employment eligibility verification case details, tentative non-confirmation notices and referral letters, and re-verifications.

Support for the operation of the I-9 Service shall be provided by PrimePay. Client may contact PrimePay for support services by phone or email.

Access to, or use of, the I-9 Service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications, as well as delays or unavailability of DHS facilities from time to time. PrimePay is not responsible for any delays, delivery failures, or other damage resulting from such problems. PrimePay will schedule routine maintenance at times when it is least likely to disrupt use of the Service.

Remediation. (if applicable and requested as a paid for service by Client) In connection with document imaging and data collection activities, PrimePay will use commercially reasonable efforts to correctly identify and categorize Form I-9 (including historical Form I-9) supporting documentation, but PrimePay shall not be responsible for and not limited to correction, categorization errors due to omission, or poorly formed, illegible, or ambiguous words or characters. In instances where there are omissions, significant ambiguities or other areas where the operator is unable to correctly categorize supporting documentation, PrimePay will endeavor to flag the data record in question for Client follow-up. Client also acknowledges that while **PrimePay** will use commercially reasonable efforts to check for obvious errors, such activities will not constitute an audit of the Form I-9 and PrimePay shall not be responsible whatsoever for and not limited to correction, audits, results of audits or approvals of Form I-9s.

Governmental Audits. In the event that the Form I-9 or E-verify activities or any other activities of Client based on or using PrimePay Products are subject to an audit, investigation or fine by one or more governmental agencies, including the DHS, ICE (U.S. Immigration and Customs Enforcement), USCIS, SSA, Department of Justice, Office of Special Counsel or other state or federal agencies, Client shall provide reasonable notice to PrimePay (and in any case no less than 24 hours after receiving notice of such audit, investigation or fine). PrimePay and/or its licensor(s) shall be entitled to participate in such process and respond to all questions directed at the I-9 software, I-9 related services, and its automation or operational processes and to conduct all demonstrations. Failure to comply with this section is a material breach of this Agreement by Client and Client acknowledges that it may be liable for damages to PrimePay

business and reputation resulting from such failure.

Legal Support Services. If PrimePay (including any of its licensors, affiliates and subsidiaries) assist Client or is otherwise required to participate for, defense of, or responding to any legal or regulatory proceedings involving or related to Client, including, without limitation, subpoenas, depositions, hearings and trials (collectively "Legal Support Services"), Client shall reimburse PrimePay for all costs and expenses that PrimePay reasonably incurs therewith, including, without limitation, reasonable attorney's fees and disbursements. Except to the extent required by law, PrimePay, its licensors, affiliates and subsidiaries are under no obligation to provide Legal Support Services to Client and will evaluate such matters on a case by case basis.

Compliance; No Legal Advice. Client acknowledges that PrimePay will not render any opinions regarding Form I-9 compliance, E-Verify® or Form I-9 content or submitted images or documents, and Client shall base its processes, guidelines and decisions on its own policies and procedures. Any consultation, training, information, support and forms provided by **PrimePay** are provided for informational purposes only, and not for the purpose of providing legal advice.

PRIMEPAY STRONGLY RECOMMENDS THAT CLIENT CONSULT WITH ITS OWN LEGAL COUNSEL FAMILIAR WITH CLIENTS UNIQUE REQUIREMENTS AND LEGAL/REGULATORY OBLIGATIONS RELATED TO THE COMPLIANT PROCUREMENT AND USE OF THE FORM I-9 AND OTHER SERVICES OBTAINED PURSUANT TO THIS AGREEMENT.

Warranty, Disclaimer and Limitation of Liability.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THE SERVICE AND THE CONTENT ARE PROVIDED "AS IS" AND THERE ARE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

ANY ADVICE, TRAINING OR INFORMATION GIVEN BY PRIMEPAY IN THE COURSE OF OFFERING THE I-9 SERVICE OR E-VERIFY® IS FOR INFORMATIONAL PURPOSES, IS NOT INTENDED AS LEGAL ADVICE FOR ANY PURPOSE, AND SHOULD NOT BE CONSIDERED AS LEGAL ADVICE OR A LEGAL OPINION. USE OF THE SERVICE DOES NOT CREATE, AND IS NOT INTENDED TO CREATE, ANY ATTORNEY CLIENT RELATIONSHIP.

EMPLOYMENT ELIGIBILITY INFORMATION COMMUNICATED THROUGH THE SERVICE IS RECEIVED THROUGH THE DHS E-VERIFY PROGRAM. PRIMEPAY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF INFORMATION RECEIVED FROM THE E-VERIFY PROGRAM AND DISCLAIMS ALL LIABILITY RELATED THERETO, INCLUDING FOR DAMAGES RESULTING FROM CLIENT'S RELIANCE THEREON.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PRIMEPAY (OR ITS LICENSOR) BE LIABLE FOR CLIENT'S USE OF THE SERVICE, RESULTS OF DECISIONS MADE OR ACTIONS TAKEN BASED UPON USE OF THE SERVICE, OR ANY FAILURE TO TAKE ACTION, OR ANY THIRD PARTY CLAIM MADE AS A RESULT OF USE OF THE SERVICE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, FINES, LOSS OF ANTICIPATED PROFITS OR BUSINESS, OR INTERRUPTIONS IN BUSINESS, ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES OR THE PERFORMANCE OF THIS ADDENDUM OR AGREEMENT, WHETHER BASED ON ACTIONS IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF PRIMEPAY OR CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PRIMEPAY'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT OF FEES PAID BY CLIENT TO PRIMEPAY DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE

DATE OF THE CLAIM. CLIENT ACKNOWLEDGES THAT THE ABOVE LIMITATIONS OF LIABILITY IS A MATERIAL FACTOR IN PRIMEPAY'S DETERMINATION OF FEES AND COSTS OF THE I-9 SERVICES AND THAT THEY FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

Notwithstanding anything to the contrary in the Agreement, PrimePay and its licensor(s) shall have no liability whatsoever for any damages or financial penalty resulting from: (i) acts or omissions of Client or their personnel, including but not limited to user error, omissions of required documentation, fraudulent documentation, user process or data input error or omission in use of the I-9 Services, correction (i.e. remediation) of historical or current I-9 Forms, upload or input of historical Form I-9 data or I-9 Forms; (ii) failure to abide by timing requirements and discrimination or other unlawful hiring practices by Client; (iii) any claim where PrimePay or its licensor reasonably relies on M-274; (iv) any claim where guidance under M-274 is subject to interpretation and PrimePay or its licensor reasonably relies on advice of legal counsel or enforcement agency personnel in determining employer requirements under M-274; (v) any claim due to or resulting from an integration that pre-populates employee data into the PrimePay products, software, services or databases created through the I-9 Services; (vi) any claim due to or resulting from retroactive application of Form I-9 requirements by any enforcement agency not known to PrimePay or its licensor at the time of providing the I-9 Services; (vii) any violation of Client's compliance obligations under an MOU, M-274 or E-Verify®; (viii) any acts or omissions of third parties providing optional Form I-9 related services, including, but not limited to and specifically third party notaries. It is Client's sole responsibility and at Client's sole discretion to elect to use or not use any third party or additional services offered or not offered by PrimePay; (ix) any claim where a process used by Client in connection with the I-9 Services is disclosed to Client and undertaken with the knowledge and consent of Client; and (x) an action, claim or legal proceeding, regardless of form, arising in connection with this Agreement more than one (1) year after the date such cause of action shall have arisen.

7. Pricing for the following I-9 Services is set forth on the PrimePay Sales Order form:

(a) Form I-9/E-Verify®: Form I-9s with automated driven data collection and real-time data validation. Automatically secure, store, and submit to E-Verify. Provide retrieval and printing of Form I-9s and audit trails. Receive email notifications on expired work authorizations, and Tentative Non-confirmation (TNC) notices. Expired Form I-9s will be purged in accordance with federal regulations if accurate termination dates are inputted by Client.

Optional Add-on services - Additional fees apply for each item below and must be listed as a separate line item on the Order Form. Contact your sales consultant for pricing

(b) Remote Hire Form I-9/E-Verify®: Remote new hires receive an email and/or a text message to securely complete Section 1 and instructions how to complete Section 2 [in the presence of employer representative]. The automated and cloud based remote hiring system utilizes technology assisted by mobile and dynamic routing technology with mouse to sign (electronic signature) to complete remote Form I-9s

(c) Data Migration (Please reference detailed Statement of Work) : Import archived Form I-9 data into system and access existing paper Form I-9s for retrieval.

(d) Notary Network (Remote Hire Third Party Service Add-On): The remote hire notary service is an add-on that is to be used in conjunction with the Remote Hire Software Module (I-9 Remote). Client has access to a nationwide network of notaries (authorized agents), who are trained on the completion of the Form I-9. A Separate Statement of Work must be signed.

(e) Remediation (Please reference detailed Statement of Work): Scan, electronically convert and possibly correct archived paper Form I-9s to achieve compliance.

Addendum C

Tax & Direct Deposit Services

Tax Services

Client acknowledges that it has entered and is subject to the terms and conditions of the Agreement, and that except as otherwise provided herein the general terms and conditions of that Agreement shall also apply to the following tax-related services in this Addendum C.

1. **NATURE OF SERVICE:** Client is an employer, and Client agrees that it is Client's sole legal responsibility to pay any applicable employment taxes. PrimePay's tax service merely facilitates the payment of such taxes, and Client agrees that the underlying tax liability is Client's liability and not PrimePay's liability. PrimePay agrees that, upon the start date communicated to Client following PrimePay's acceptance of the Agreement, and for as long as the Agreement is in effect and Client is utilizing its SyncHR platform for the processing of its payroll, PrimePay will (1) collect from client, hold in a separate PrimePay Tax Trust Account (the "Trust Account"), and deposit with an appropriate authorized depository on or before the applicable statutory deadlines, the required Federal, State and Local payroll tax withholding and employer obligations, and (2) prepare and file all required Federal, State, and Local payroll tax returns, forms and reports. Client acknowledges and agrees that PrimePay shall retain any interest earned on the Trust Account, and Client waives any and all claims to such interest.
2. **LIMITATIONS:** In addition to the limitations contained in the Agreement, PrimePay shall not be liable for tax deficiencies, interest charges and/or penalty assessments associated with any payroll tax payment or the failure to timely file or make any required payroll tax payment unless such deficiencies, interest charges and/or penalty assessments result from the negligence of PrimePay. PrimePay shall not be liable for failure to make or timely make payroll tax deposits or filings if Client has not provided PrimePay with adequate and necessary payroll (i.e., account numbers, rates, etc.) and employee information or if Client fails to provide PrimePay, or to maintain in its designated payroll and/or tax account, sufficient funds to cover such payroll and/or payroll tax obligations. Client understands and agrees that PrimePay's obligation to make tax deposits or payments on Client's behalf is contingent on PrimePay's actual collection of the tax funds from Client. If PrimePay's electronic debit of Client's tax deposit fails and is not corrected with an immediate wire, Client's taxes will not be paid and Client will be responsible for that payment and any associated penalties or interest.
3. PrimePay shall not be liable for any tax deficiencies, interest charges and/or penalty assessments relating to any payroll period ending prior to the start date of tax services under this Agreement or for any such charges, deficiencies or assessments relating to any pay periods following the termination of tax services. PrimePay is entitled to rely on the Client's tax balances reported to PrimePay by any previous provider or by Client.
4. **CLIENT RESPONSIBILITIES:** Client acknowledges that PrimePay's tax service automatically generates State and Federal employment and unemployment tax deposits and returns which ultimately rely on data supplied to PrimePay by Client. Client acknowledges that PrimePay will rely on the payroll data supplied to it by Client as it automatically completes and submits filings to government agencies or other third parties. Client further agrees immediately to provide PrimePay with copies of any notices or correspondence (including coupon booklets, quarterly and annual tax returns, etc.) received from any Federal, State or Local tax authority with respect to tax return or deposits made by/with PrimePay.

Client shall maintain sufficient funds in its designated payroll account (and payroll tax account, if a separate account) necessary for PrimePay to perform the services provided hereunder, including without limitation for the purposes of funding tax payments or deposits, amounts for interest, tax penalties or assessments not resulting from any mistake or negligence on the part of PrimePay. Client shall further ensure that sufficient funds are maintained in its designated payroll account (and payroll tax account, if a separate account) in accordance with a time table which PrimePay shall in its reasonable discretion establish, not to exceed two business days prior to the check date. Client agrees that PrimePay may debit (via ACH or Pre-Authorized Draft or DrawDown FedWire based on established threshold) an account at Client's Bank specified by Client in order for PrimePay to make Client's payroll tax deposits. In order to ensure timely and accurate tax payments, Client agrees to maintain a sufficient balance in this account one day prior to the payroll check date to cover debits for all current or past due payroll taxes. If the Bank, upon Client's instructions or otherwise, refuses to honor Depository Transfer or Pre-Authorized Debit, Client will be required to wire such tax funds to PrimePay immediately upon notification and will be assessed an NSF charge. Furthermore, in such case, PrimePay reserves the right to terminate this agreement immediately without written notice. Should PrimePay terminate this Agreement because of a dishonored check, or otherwise, PrimePay shall not be responsible for making the then due or any future payroll tax deposits or filings, and shall have no liability whatsoever with respect thereto. If Client terminates this Agreement for any reason before the last payday of a quarter, Client will be responsible for all quarter-end filings and year-end filings.

5. INTEREST ON FUNDS DEPOSITED Client agrees that PrimePay shall be exclusively entitled to any and all interest earned on the funds deposited and maintained in the Trust Account. Upon termination, PrimePay shall have no further responsibilities or obligations hereunder (except for quarterly or annual tax reports, returns and/or payments if the termination date was at the end of a quarterly or annual reporting period) and Client is required to pay all outstanding service fees.
6. AUTHORIZATION TO RECEIVE INFORMATION: Client hereby instructs all Federal, State and Local tax authorities to deliver all payroll related tax forms, documents and other correspondence pertaining to the Client to PrimePay. Client shall execute and file all Federal, State, and Local forms, consents and agreements necessary to effectively grant to PrimePay full authorization to deposit and pay payroll tax items, to prepare, sign, and file payroll tax returns and reports and to represent, receive and submit records on behalf of Client before Federal, State, or Local tax offices or agencies with respect to payroll taxes. Client further agrees to promptly complete and send the original "Authorization to Honor Either Electronic Funds Transfer or Depository Transfer Checks" form (included below) to its bank authorizing PrimePay to debit the account for taxes and/or payroll as described.
7. REFUNDS FOLLOWING TERMINATION: Subject to the payment of all service fees and to PrimePay's right of set-off described in Section 1 above and in this Section, within thirty (30) days following termination of the Client's PrimePay tax service, PrimePay shall refund to Client any tax funds impounded in the Trust Account on Client's behalf in anticipation of Client's upcoming, but as yet unpaid, employment or unemployment tax deposits or tax payment dates. Following termination, Client shall be responsible for filing its own state and Federal employment and unemployment tax returns and PrimePay shall have no responsibility for such returns, filings, taxes or related reports whatsoever.

Direct Deposit of Employee Payrolls

The Client hereby requests and authorizes PrimePay to implement, on Client's behalf, direct deposit payroll which will enable Client's employees' pay to be automatically deposited in the employee's

designated bank account, without Client having to sign or distribute a physical check and without the employee having to go to the bank to deposit the check.

1. Client acknowledges that PrimePay shall utilize the services of Kotapay, a Division of First International Bank & Trust (Kotapay) for the purpose of transferring funds through the Automated Clearing House (ACH) pursuant to the terms of this Agreement, Kotapay's Company Authorization Agreement, the rules of the National Automated Clearing House Association (NACHA), laws of the State of North Dakota, and applicable federal rules and regulations for various purposes including, but not limited to providing direct deposit of payroll for Client's employees, child support payments or any other reason Client may desire to transfer funds electronically through the ACH.
2. Client understands that it is responsible for providing to PrimePay in timely fashion accurate payroll information necessary for PrimePay to transmit direct deposit information containing ACH transactions to Kotapay. Client agrees to review and audit its payroll information to verify employee deposit amounts. Client further agrees that, in addition to maintaining sufficient funds in its payroll account in accordance with the time table referred to in Section One above, Client shall provide immediately available funds through wire transfer or other means approved by PrimePay (i) if the total payroll exceeds \$100,000, or (ii) if PrimePay in its sole discretion requires it.
3. If, during the course of providing direct deposit services to Client, PrimePay notifies Client that an electronic debit of Client's account has been returned to Kotapay by reason of insufficient funds or otherwise in Client's account (NSF), Client hereby agrees to wire funds to cover the NSF immediately in accordance with wire transfer instructions supplied by its payroll specialist or other PrimePay representative. Direct deposit transactions will not be processed until sufficient funds have been collected.