

Please read and sign this form.

PAYCHEX

Paychex Service Agreement Addendum

Company Name _____

Federal ID Number _____

The Parties hereby agree to amend the Paychex Service Agreement between Client and Paychex ("Agreement") by deleting the first paragraph of Section 4 - Fees and Reimbursement Amounts and Section 11 - Termination of Part B of the Agreement in their entirety and replacing them as specified below. This Addendum only applies to the Paychex Flex® Enterprise, Paychex Flex® Pro or Paychex HR Pro Services and is not applicable to any other services Client receives. This Addendum shall be applicable to the Company identified above and each Company identified on Part D to the Agreement ("Client").

4. **Fees and Payment Amounts.** Client agrees to pay fees for all Paychex and third-party Services selected by Client ("Fees") and remit funds to Paychex representing the amount due to pay or reimburse Paychex or Vendor for any amount remitted by Paychex on behalf of Client ("Payment Amounts") (collectively, Fees and Payment Amounts shall be "Amounts Due") through an Electronic Funds Transfer ("EFT") or such other method as required by Paychex when due. Client agrees to provide Paychex with all information necessary to confirm receipt of the payment prior to the due date ("Funding Deadline"). Payment Amounts include all amounts due to pay Client's Workers, remit taxes, pay garnishments, or otherwise fund Client's payment obligations for Services provided pursuant to this Agreement. Fees may include administration fees; per pay run fees; per check fees; Worker and/or participant fees; set-up fees; minimum monthly fees; insufficient fund fees; late fees; premium processing fees; termination or transfer fees and any additional fees as described in Part C to this Agreement, on your invoice, fee schedule or the equivalent. For Fees based only on active Workers, Client understands and acknowledges that it is solely responsible for designating the status of each Worker, and for keeping the designation current at all times. A Worker designated as active shall remain in active status until Client changes the designation. Paychex' Fees as set forth on the fee schedule and/or pricing proposal will not be increased for a period of three (3) years from the date that Paychex first processes Client's payroll under the Agreement provided that Client continues to receive either the Paychex Flex Enterprise, Paychex Flex Pro or Paychex HR Pro Services. After three (3) years, Fees are subject to change upon thirty (30) days written notification to Client. Paychex may, in its sole discretion, require a security deposit from Client. Sections 4.1- 4.5 of Part B of the Agreement are not amended by this Addendum.

11. Termination.

11.1 The term of the Agreement will commence on the date that Paychex first processes Client's payroll under the Agreement and will continue for a period of three (3) years ("Initial Term"). After the Initial Term, the Agreement will remain in effect until terminated by either Party in accordance with the Agreement.

11.2 If (i) Client becomes subject to receivership, bankruptcy, or is insolvent; or (ii) Paychex, in its sole discretion, determines that a material adverse change has occurred to Client; or (iii) Paychex determines, in its sole discretion, that any laws, regulatory action, or judicial decision adversely affects its interests under the Agreement; Paychex may terminate this Agreement or a portion thereof effective upon receipt by Client of written notice of termination.

11.3 Paychex may immediately terminate the Agreement, or a portion thereof, if (i) Client fails to have sufficient funds on the Funding Deadline; or (ii) Client otherwise materially breaches the terms or duties imposed upon it by the Agreement, and fails to cure such breach within fifteen (15) days after receipt of written notice reasonably identifying the breach.

11.4 In addition to the provisions of Section 11.2 and 11.3, either Party may terminate the Agreement, at any time, upon providing thirty (30) days prior written notice.

11.5 If the Agreement is terminated prior to expiration of the Initial Term (i) by Client pursuant to section 11.4; or (ii) by Paychex pursuant to section 11.3, Client shall pay a termination fee in an amount equal to the average monthly Fees multiplied by the lesser of (i) the number of months remaining in the Initial Term; or (ii) three (3) months ("Termination Fee"). Client shall pay the Termination Fee within thirty (30) days after the effective date of termination.

11.6 Termination of the Agreement will not relieve Client of any obligations set forth herein, including but not limited to its payment obligations existing at the time of termination. Client acknowledges that it is required to terminate the Agreement for each Client listed in Part D individually, and that termination of the Agreement between Paychex and any one Client shall not act to terminate the Agreement between Paychex and any other Client identified in Part D, unless notice is provided as set forth herein. If a Service selected by Client is provided by a third-party Vendor pursuant to a separate agreement, and the separate agreement is terminated for any reason, Paychex may immediately terminate such Service.

This Addendum is not intended to modify or replace any provision of the Agreement, other than as expressly set forth above. The individual signing this Addendum represents and acknowledges that he or she has the authority to (i) execute this Addendum on behalf of the Client identified above and each Client identified in Part D of the Agreement, if applicable, and (ii) bind each identified Client to this Addendum. Client warrants that it possesses full power and authority to enter into this Addendum and each part, and has read and agrees to the terms and conditions set forth in this Addendum and the Agreement. Client acknowledges that it has received this Addendum, the Agreement and each referenced Part to the Agreement and has reviewed the Services selected in Part A of the Agreement. The Parties agree that Client's signature on this Addendum (Rev. 12/2024) may be transmitted to Paychex electronically or by facsimile. The Parties further agree that such signature will have the same force and effect as if the original signature had been provided and received.

Client Authorized Officer's Name _____

Title _____

PRINT

Client Authorized Officer's Signature _____

Date _____