



Florida Commission On Community Service

3800 Esplanade
 Suite 180
 TALLAHASSEE, FL 32302
 (850) 414-2974

Prepared by Tyler Hamby

	Payrolls	Employees	Processings per Year
Volunteer FI	1	16	12
<i>Volunteer FL</i>		16	12
	1	16	12

Volunteer FI
 Per Payroll Processing Fees

Service	Unit	Qty	\$ Cost Per	\$ Total
Payroll & Tax Base Fee	Per Check	1	\$25.03	\$25.03
Payroll and Tax Service	Per Check	16	\$2.01	\$32.10
<i>Electronic GL Monthly</i>			<i>Included</i>	
<i>Online Check Stub</i>			<i>Included</i>	
<i>Online Reporting</i>			<i>Included</i>	
<i>Pay Options</i>			<i>Included</i>	
<i>Reporting Options</i>			<i>Included</i>	
Electronic Child Support	Per Payment	1	\$2.75	\$2.75
			Subtotal:	\$59.88

Volunteer FI
 New Hire Filing Fees (Incurred per new employee)

Service	Unit	Qty	\$ Cost Per	\$ Total
E-Verify Service	Per New Hire	1	\$1.00	\$1.00
New Hire Filing EVS	Per New Hire	1	\$3.50	\$3.50
			Subtotal:	\$4.50

Volunteer FI
 Monthly Fees

Service	Unit	Qty	\$ Cost Per	\$ Total
Time Active Employees	Per Month	16	\$2.75	\$44.00
Time Employee Self Serve	Per Month	16	\$0.30	\$4.80
Time Leave Management	Per Month	16	\$0.25	\$4.00
Time Supervisors (up to 12 Free)	Per Month	12	\$0.00	\$0.00
			Subtotal:	\$52.80



Volunteer FI

Estimated Year End Fees (Actual value based on quantity of W2's processed. Amount varies by yearly number of employees)

Service	Unit	Qty	\$ Cost Per	\$ Total
W2 Base Fee	Each	1	\$65.00	\$65.00
W2 Processing	Per W2	16	\$5.50	\$88.00
			Subtotal:	\$153.00

Florida Commission On Community Service Implementation

Implementation Fees (all Implementation Fees will be billed on the first invoice)	Qty	\$ Cost Per	\$ Total
Electronic GL Setup	1	\$0.00	\$0.00
Payroll Setup	16	\$0.00	\$0.00
Time Professional Services	1	\$150.00	\$150.00
Time Set Up	16	\$62.50	\$1,000.00
			\$1,150.00



**Quote Summary for Florida Commission
On Community Service**

3800 Esplanade
Suite 180, TALLAHASSEE, FL 32302
(850) 414-2974

Volunteer FI (Monthly processing on Per Check Pricing solution)

	Occurrences	\$ Cost Per	\$ Total
Per Payroll Processing Fees	12	\$59.87	\$718.45
Monthly Fees	12	\$52.80	\$633.60
Estimated Year End Fees	1	\$153.00	\$153.00
Annualized Total			\$1,505.05

Florida Commission On Community Service Total

	\$ Total
Per Payroll Processing Fees	\$718.45
Monthly Fees	\$633.60
Estimated Year End Fees	\$153.00
Annualized Total	\$1,505.05
Implementation Fees	\$1,150.00

Agreement Regarding Provision of Services

The undersigned client ("You" or "Your") has executed this **Client Services Agreement (the "Agreement")** as of the date set forth below. This Agreement and Your receipt of any services are governed by and subject to the Paycor Services Terms and Conditions (the "Paycor Terms," a copy of which is attached), and, if applicable, (i) the Time and Attendance Terms and Conditions of Use; (ii) the Newton® Terms of Services Agreement; (iii) the Supplemental Agreement For The Purchase and Rental of Time Clocks; and/or (iv) supplemental agreement(s) for Affordable Care Act ("ACA") related services. If applicable, a copy of each of the aforementioned terms and conditions is attached to this Order. You acknowledge and agree that Your signature below constitutes Your consent to be bound by the Paycor Terms and all other applicable terms for services You order.

Unless You have requested, and Paycor has agreed to provide ACA-related services as expressly noted in this Agreement, any supplemental agreement(s), or on any order(s), You acknowledge that ACA-related services are not included in the payroll and HR services provided by Paycor, and that Paycor therefore has no obligation to provide such ACA-related services.

Prices set forth above are subject to change in accordance with the provisions of the applicable terms and conditions; prices are subject to change in the event of a change in processing method and/or processing frequency. Some prices, as indicated above, are volume and/or transaction based. Totals reflected in this Agreement are estimated based on Your specified volumes.

You may cancel individual services at any time without penalty, provided, however, that You agree to pay any fees for services through the date of termination.

Client Acknowledgements; Representation

You acknowledge and agree that: (i) this Agreement may be considered an application for credit; (ii) You authorize Paycor to investigate Your credit including vendor references, bank account status and history, and the personal credit of the owner(s) and/or principal(s); and (iii) Paycor may elect not to provide certain Paycor Services (as defined in the Paycor Terms) requested by You based upon factors determined to be relevant by Paycor in its sole discretion, including, without limitation, Paycor's review of Your credit history.

If You are subscribing to Paycor's Payroll and Tax Filing Services beginning on a date other than Your first pay period of a calendar year, You hereby agree to and acknowledge the following: (i) You are responsible for providing to Paycor complete and accurate information regarding employment tax liabilities, payments and filings under Your federal EIN for the calendar year during which said services begin; (ii) Paycor will prepare tax returns, including applicable quarterly and annual filings beginning with the period in which You first subscribe to said services based on information provided by You; (iii) Paycor will remit to taxing authorities only those funds which Paycor has collected from You regardless of whether those funds represent Your entire tax liability for the period(s) for which they are remitted; and (iv) You shall be responsible for any penalties, interest, amended return fees and/or any other fees that may result from inaccurate, incomplete and/or late tax filings and/or tax payments caused by incomplete, inaccurate or missing tax liability and/or tax payment information provided by You.



Except for pass-through charges and miscellaneous fees, including but not limited to delivery fees, NSF fees, wire transfer fees and EFT reissue fees, the prices set forth in this Agreement are guaranteed for two (2) years from the date Your expected first payroll run date.

This Agreement, the attached Terms and Conditions, and/or any supplemental agreement may be modified or amended only by a separate written amendment executed by authorized representatives of each party. Handwritten changes and modifications, even if initialed, are invalid and shall be of no force or effect.

By signing below, the signatory represents that it is legally authorized to enter into this Agreement on behalf of the client and client agrees to be bound by all terms and conditions contained in this Agreement.

Paycor	Client
By	By
Name	Name Bonnie Hazleton
Title	Title Chief operating officer
Date	Date

Revised 09-25-2015

PAYCOR SERVICES TERMS AND CONDITIONS (Revised February 23, 2016)

Subject to the following terms and conditions, Paycor, Inc. ("Paycor") shall provide Client with such payroll, HR and payroll related services as Client may request from time to time ("Paycor Services"). All references hereunder to "Client" shall refer to Client and its affiliates that are receiving Paycor Services. Certain Paycor Services, such as PayOptions (including, but not limited to, direct deposit, Paycor Official Check ("POC") and paycard) and tax filing services, are subject to credit approval and are available only for as long as Client meets Paycor's credit eligibility requirements. All services utilizing electronic funds transfers ("EFTs") shall be provided to Client in accordance with the operating rules of the National Automated Clearing House Association ("NACHA") and the Office of Foreign Asset Control ("OFAC").

Upon acceptance of this Agreement by Paycor, and in consideration of Client's agreement to pay Service Fees (as defined below in Section 11) to Paycor, Paycor will perform the Paycor Services, and Paycor's third party providers will provide any other applicable services that Client has elected to receive, such as time and attendance and applicant tracking.

Paycor will perform the Paycor Services in a professional manner, using personnel having a level of skill in the area commensurate with the requirements of the Paycor Services to be performed. Paycor reserves the right to modify, enhance or terminate any of the Paycor Services from time to time. Paycor shall provide reasonable advance notice to Client in the event of any material modifications to the Paycor Services being provided to Client. Paycor shall provide reasonable advance notice to Client in the event of termination for convenience of any Paycor Services being provided to Client.

Provided that Client is not in default of any of its obligations under this Agreement or any Supplemental Agreement (as defined below in Section 1), Paycor will, based on services subscribed to and information provided by Client, timely (i) remit all applicable tax filings and related payments to the appropriate taxing authorities or third parties; (ii) remit applicable payroll amounts in the manner designated by Client; and (iii) perform all other services ordered or subscribed to by Client.

1. SUPPLEMENTAL AGREEMENTS. Client will execute any other agreements, addendums or other applicable documents Paycor deems necessary in order for Paycor to perform Paycor Services or any other service(s) requested by Client (collectively referred to as "Supplemental Agreements"), including, without limitation, any and all documentation needed by Paycor to originate EFT transactions on the Client's Demand Deposit Account(s) ("DDA") referenced in Bank Authorization(s) executed by Client, and any and all documentation, including powers of attorney requested by any federal, state, or local governmental agency or taxing authority to evidence the appointment of Paycor as its reporting agent as contemplated in Section 5 below. Supplemental Agreements terminate concurrently with termination of this Agreement for any reason. However, any Supplemental Agreement may be separately terminated according to its terms. This Agreement and all Supplemental Agreements will collectively be referred to herein as the "Paycor Service Agreements". Notwithstanding the foregoing, the term "Supplemental Agreement" does not include either the Terms & Conditions for Use of Time and Attendance Services or the Newton Terms of Service Agreement, each of which is a distinct and separate agreement governing the provision of the services described therein.

2. CLIENT ACKNOWLEDGEMENTS. Client acknowledges and agrees that: (i) Paycor is not rendering legal, tax, benefit, accounting or investment advice in connection with providing any of the Paycor Services; (ii) Paycor shall not be deemed to be a fiduciary of Client for any purpose; and (iii) Paycor shall not be deemed the employer or a joint employer of Client's employees for any purpose.

Paycor Services are designed to assist Client in complying with its applicable legal and regulatory responsibilities. Nevertheless, Client, and not Paycor, will be responsible for (i) compliance by Client with all laws and governmental regulations affecting its business; and (ii) any use Client may make of the Paycor Services to assist in complying with such laws and regulations. Client will use the Paycor Services only for internal business purposes of the Client.

3. NACHA COMPLIANCE. Client will not provide funding sourced from a non-U.S. bank account, nor shall Client's funding cause any employee direct deposit of wages to be subject to NACHA's International ACH Transactions rules ("IAT"). If Client's funding method results in any employee direct deposit of wages being subject to IAT, then Client must change the payment method to live check prior to running the payroll. Client accepts and acknowledges that Paycor has no way to identify which fundings or payments would cause it to become subject to IAT; therefore, Client shall be responsible to promptly inform Paycor if its payroll becomes subject to IAT, and

Client will indemnify Paycor from all liability it may incur for processing transactions that will cause it to be subject to IAT.

Client certifies and warrants that it has not been suspended and does not appear on a National Association list of suspended originators ("National List"), and that Client will immediately notify Paycor if it becomes suspended or subsequently appears on a National List.

Notwithstanding anything to the contrary set forth herein or in any other writing between Paycor and Client, Client (and not Paycor) shall be considered the originator in connection with any EFTs made by Paycor for or on behalf of Client ("Originator") (including, without limitation, any direct deposit payments) under all applicable NACHA and OFAC rules. As the Originator, (i) Client authorizes Paycor and the Originating Depository Financial Institution ("ODFI") to originate ACH debits and credits ("Entries") to Client's accounts, Client's employees' accounts, and third party accounts authorized by Client on Client's behalf; (ii) Client agrees to be bound by the NACHA Rules ("Rules"); (iii) Client agrees to not originate Entries that violate the laws of the United States; (iv) Client agrees that if Client breaches the Rules, the ODFI and Paycor have the right to terminate or suspend the Client's ability to originate entries in a manner that permits the ODFI and Paycor to comply with the Rules; (v) Client grants the ODFI and Paycor the right to audit Client's compliance with the Rules; and (vi) Client (and not Paycor) shall be solely liable to the bank with respect to any representations or other obligations or liabilities whatsoever relating to any such EFTs. Paycor and Client each agree to comply with the NACHA rules applicable to it with respect to PayOptions services.

If utilizing direct deposit services, Client agrees to its responsibilities under the Rules to (i) obtain verbal or written authorization from the employee when setting up direct deposits; (ii) keep any authorization forms and voided checks stored in a secure manner for the required two (2) years from the termination or revocation of the direct deposit authorization; and (iii) provide a copy of any written authorization forms to employees.

4. CLIENT DATA. Client will timely supply to Paycor accurate and complete data necessary for the performance of the Paycor Services including, without limitation; (i) accurate and complete payroll and tax information at least two banking days prior to each Payday ("Payday" is defined as the pay date/check date of the applicable payroll); (ii) copies of all federal, state, and local tax forms, documents and other related employment tax information; and (iii) copies of any notices or correspondence received from any federal, state, or local authority with respect to any tax return or deposit made by Paycor. Failure to promptly provide all such information may result in one or more of the following: additional fees, late deposits to employee accounts, or late payments or deposits of required taxes. Paycor uses information supplied by Client, including payroll data and federal, state and local deposit frequencies and identification numbers, to perform the Paycor Services and Client accepts responsibility for the verification, accuracy, and timely input of this information. Paycor does not accept responsibility for failure to make deposits or filings if the failure is due to Client not providing accurate, adequate or timely information or sufficient funds.

All Paycor Services are dependent upon information provided to Paycor by Client. Client will promptly review and verify, for each pay period, the accuracy of all Client data supplied to Paycor and the accuracy of all paychecks, disbursements, payroll registers, and reports produced for Client by Paycor or Paycor's third party providers. Client agrees to promptly notify Paycor of any errors, omissions or discrepancies, and Client releases Paycor from any liability due to errors resulting from inaccurate or incomplete data supplied by Client. Furthermore, Client releases Paycor from any and all liability for the use of inaccurate or incomplete data supplied by Client in connection with performance of the Paycor Services. If Paycor notices any potential inaccuracy, Paycor will use commercially reasonable efforts to advise Client of the same; however, Paycor is not liable for any failure to provide notice or to advise Client of inaccuracies. In the event of any discrepancies, Client must promptly inform Paycor of the correct information. Client will be responsible for the consequences of any instructions Client provides to Paycor.

Client grants Paycor the right to use Client's payroll data for purposes of performing the Paycor Services. Client grants Paycor the right to use Client's de-identified and aggregated data for purposes of developing and marketing new products and services provided that the confidentiality of Client data is maintained and that the identity of the Client is not disclosed. Upon the termination of the parties' business relationship for any reason, Paycor shall be permitted to retain a copy of such payroll data for purposes of responding to regulatory inquiries. Client acknowledges and agrees that it is the Client's and its employees' responsibility to store and update records relating to Client's payroll account. Furthermore, Client acknowledges and agrees that Paycor

shall not be Client's or Client's employees' official record keeper, and that Paycor archives various reports (based on information provided by Client in any form) only as a convenience to Client. Client shall, to the extent it deems necessary, keep copies of all source documents, records and other information delivered to Paycor.

5. TAX FILING SERVICES; DESIGNATION AS REPORTING AGENT. If Client subscribes to Tax Filing Services, Client hereby appoints Paycor as its Reporting Agent for the limited purposes of permitting Paycor to represent Client and to act on behalf of Client with all persons (including, without limitation, third-party vendors and federal, state and local governmental agencies and taxing authorities including the Internal Revenue Service) for all employment tax matters and in all other matters reasonably related to Paycor's performance of the Paycor Services. In furtherance of the foregoing, the completion of Internal Revenue Service Form 8655 by Client shall appoint Paycor as the Reporting Agent with authority to sign and file employment tax returns and make tax deposits on behalf of Client to federal, state and local taxing authorities.

Paycor is authorized as a designee of Client to receive returns and copies of notices, correspondence and transcripts with respect to employment tax returns filed and deposits made by the designee. This authorization shall include the appropriate federal, state and local forms beginning with the tax period indicated on the Form 8655 and remaining in effect through subsequent tax periods until Client or Paycor notifies the Internal Revenue Service of termination or revocation of this authorization.

Paycor, as the Reporting Agent for Client, is authorized to sign and file federal, state and local employment tax forms and reports either electronically or on paper and to make federal, state and local tax deposits and other federal, state or local tax payments for Client.

This authorization does not absolve Client of the responsibility to ensure that all returns are timely filed and the related taxes are paid on time. If as a result of an error or omission made by Paycor in performing the Tax Filing Services hereunder, an applicable taxing authority imposes a penalty on or assesses interest against Client, Paycor will (i) pay all penalties resulting from Paycor's error or omission; and (ii) pay any interest charges imposed on Client for the failure to pay any funds to the extent and for the period that such funds were held by Paycor. In any such case, Client shall be responsible for all additional taxes and any other interest charges.

6. FUNDING OF OBLIGATIONS. Client's payment obligations for certain Paycor Services, including, but not limited to, Tax Filing Services and PayOptions, must be funded using the Client's DDA. Client agrees to maintain sufficient available funds in its DDA at least one banking day prior to each Payday to cover all of Client's payment obligations. Client agrees to indemnify and hold Paycor harmless from any and all liability resulting from any lack of sufficient funds in Client's DDA; provided, however, that Client will have no obligation to indemnify Paycor if the liability arises solely and exclusively from Paycor's negligence or error.

If so authorized by Client, Paycor may debit the Client's DDA or other Client bank account in order to collect Service Fees and any other fees and expenses invoiced under the Paycor Service Agreements, and Client shall maintain sufficient available funds in said account to cover the aforementioned fees.

Client requests for refunds or adjustments will not be processed until Paycor verifies that sufficient funds were received by Paycor from Client to cover all payments made by, or fees due to, Paycor.

7. WIRE TRANSFERS. If Client is subject to the Federal \$100,000 Next-Day Rule as specified in Internal Revenue Service Publication 15 (Circular E, Employer's Tax Guide), Client agrees that funds representing the total tax liability will be wire transferred at the request of Paycor from the Client's DDA to Paycor's account at least one day prior to Payday for the applicable payroll. In consideration for the cost of this wire service, Client agrees to pay Paycor a fee of \$25.00 (subject to adjustment as set forth in Section 11 below) for each wire transfer.

In lieu of Paycor initiating an ACH debit against Client's DDA, Paycor reserves the right, based on Client's DDA funding history, Client's payment history, Paycor's internal risk policies, and other factors, to require Client to fund any or all future payment obligations via direct wire transfer or reverse wire transfer prior to disbursing any funds to any third party. Client agrees to pay a \$25.00 (subject to adjustment as set forth in Section 11 below) wire transfer fee for each such transfer.

8. INSUFFICIENT OR NON-CONFIRMED FUNDS. In the event sufficient funds are not available in Client's DDA to cover Client's payment obligations as defined in Section 8 (an "NSF Event"), Paycor may deem Client to be in breach of this

Agreement and Paycor may assess an NSF charge of \$110.00 (subject to adjustment as set forth in Section 11 below). Upon any NSF Event, (i) Paycor will use commercially reasonable efforts to promptly notify Client of the NSF Event, and will provide Client with an opportunity to timely cure the NSF Event and (ii) Client, not Paycor, shall be immediately responsible for remitting all tax deposits and filings, all employee wages, all wage garnishments, and all related penalties and interest due then and thereafter during any suspension or resulting from any suspension or termination. Notwithstanding the above, Paycor and Client also agree that upon any NSF Event, Paycor may avail itself of any combination of the following remedies, in addition to such other remedies as may be provided herein or otherwise available to Paycor by law: (A) Paycor may, in its sole discretion, indefinitely suspend any combination of payrolls in process, future payrolls, or any and all Services under this Agreement and related agreements, whether provided by Paycor or a third party; (B) Paycor may require that any or all future fundings and payment obligations by Client be made via wire transfer, and Client agrees to pay Paycor's then current wire transfer fee for each transfer; (C) Paycor may elect to terminate certain PayOptions services subscribed to by Client and may require Client to issue corporate checks to its employees in lieu of termination; and (D) Paycor may, upon any subsequent NSF Event occurring after the first NSF Event, immediately terminate this Agreement should Paycor, in its sole discretion, determine the Client to be a credit risk.

In the event that Paycor's EFT transactions on Client's DDA are returned due to insufficient funds or for any other reason, Client may request Paycor to reissue the EFT transaction. If so, Paycor will charge Client a reissuance fee of \$25.00 (subject to adjustment as set forth in Section 11 below).

Client shall be liable for all debits initiated by Paycor hereunder. Client unconditionally promises to pay to Paycor the amount of any unfunded payroll liabilities (including any debit which is returned to Paycor because of insufficient or uncollected funds or for any other reason) upon demand, together with interest thereon at the lesser of one and one-half percent (1.5%) per month or the maximum permitted by law. Also, if any debit to an employee or other payee's account reversing or correcting a previously submitted credit(s) is returned for any reason, Client unconditionally promises to pay the amount of such debit upon demand and interest thereon at the rate set forth in this Section 8. Client agrees to cooperate with Paycor and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by Paycor or another party processing a transaction on behalf of Paycor. Client further agrees that Paycor may charge back any amount that Paycor advanced and which Client failed to have available for Paycor.

9. RETIREMENT PLAN DATA FILE SERVICE. If Client has requested and Paycor has agreed to submit retirement plan data files to Client's retirement plan administrator electronically, Paycor shall use commercially reasonable efforts to submit said files timely and accurately. It is Client's responsibility to verify that the data files are received by the Client's retirement plan administrator. Furthermore, Client understands and agrees that all funds associated with said data files shall be remitted directly by the Client to the retirement plan administrator and shall not be Paycor's responsibility. Paycor is not responsible for transmission failures or errors in the data beyond ensuring that the file meets the specifications provided by the Client's retirement plan administrator. Client shall indemnify and hold Paycor harmless from all loss of any kind arising as a result of any action taken by Paycor, its agents and employees in connection with this service; provided, however, that Client will have no obligation to indemnify Paycor if the liability arises solely and exclusively from Paycor's negligence or error.

10. CARRIER CONNECT SERVICE. If Client subscribes to Paycor's Carrier Connect service, Client shall be responsible for complying with the rules and requirements of all health care plans, flexible spending accounts, health savings accounts and other benefit plans offered by Client to its employees. Client agrees to: (i) review any and all reports received from Client's health insurance carriers and fund managers including, without limitation, error reports; (ii) fully cooperate with Paycor and Client's health insurance carriers and fund managers to resolve all error reports; and (iii) use HR Performer to document, update and correct health information of Client's employees as the sole source of data transmitted by Paycor in connection with this service. It is Client's responsibility to verify the accuracy and completeness of all health information maintained in HR Performer and supplied to Paycor in connection with the Carrier Connect service. Client will indemnify and hold Paycor harmless from any and all liability resulting from Client's failure to comply with the provisions contained in this paragraph; provided, however, that Client will have no obligation to indemnify Paycor if the liability arises solely and exclusively from Paycor's negligence or error.

11. SERVICE FEES. Client will pay service fees to Paycor for services provided by Paycor and its third party providers at the rates set forth in the Client Services Agreement, or if no such rates are set forth, at Paycor's standard rates for such services ("Service Fees"). Unless otherwise set forth in the Agreement, Paycor has the right to change the Service Fees and any other charges, fees and any expenses contemplated herein from time to time upon thirty (30) days' prior written notice to Client. Paycor may charge additional fees for services not enumerated in this Agreement if such additional services are requested by Client. Service Fees are subject to change in the event of any change in processing method or processing frequency by Client (for example, changing from bi-weekly to semi-monthly payroll processing). AS ADDITIONAL CONSIDERATION, PAYCOR MAY INVEST CLIENT'S FUNDS AS PAYCOR DEEMS APPROPRIATE; ANY AND ALL PROFITS, ACCUMULATIONS, AND ANY OTHER FORMS OF GAIN RESULTING FROM SUCH INVESTMENTS SHALL ACCRUE FOR THE BENEFIT OF AND SHALL BE THE SOLE PROPERTY OF PAYCOR, AND CLIENT HEREBY ASSIGNS TO PAYCOR ALL BENEFITS DERIVED ON CLIENT FUNDS HELD BY PAYCOR. ANY AND ALL LOSSES INCURRED DUE TO PAYCOR'S INVESTMENT OF CLIENT'S FUNDS WILL BE BORNE SOLELY BY PAYCOR.

Service Fees are exclusive of all taxes, including without limitation, sales, use, value-added or other taxes or levies on transactions made under this Agreement. Client shall pay Paycor an amount equal to any tax Paycor is required to collect or pay upon the sale, license, or delivery of deliverables to Client by Paycor exclusive of taxes imposed upon Paycor's net income.

Paycor shall debit Client's DDA for the Service Fees. Service Fees and any other fees not paid by direct debit of the Client's DDA are due within ten (10) days of the invoice date. Implementation fees as described in the Agreement or subsequent orders are non-refundable. Client has sixty (60) days from the date of a debit or the date of an invoice, whichever is later, to dispute any fees or withdrawals.

Deposits paid by Client upon execution of this Agreement shall be applied to Client's invoice for the first payroll processed by Paycor on behalf of Client. Client shall forfeit deposits in the event Client terminates this Agreement prior to such initial processing of payroll.

12. WARRANTY. Paycor represents and warrants that: (a) it shall provide the Paycor Services in a good and workmanlike manner, consistent with industry standards, using personnel with the appropriate degree of skill (b) the functionality of the Paycor Services will not be materially decreased during the term of this Agreement, subject to Paycor's right to modify, enhance or terminate any of the Paycor Services from time to time upon notice as set forth above; (c) it shall utilize software and other security means to prevent the Paycor Services from containing or transmitting malicious code; (d) the Paycor Services will perform in accordance with user documentation; and (e) to its knowledge, it owns or otherwise has sufficient rights in the Paycor Services and the user documentation granted herein. WITH THE EXCEPTION OF ANY WARRANTY EXPRESSLY SET FORTH HEREIN OR IN A SUPPLEMENTAL AGREEMENT, PAYCOR MAKES NO WARRANTIES, AND SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PAYCOR SERVICES OR PAYCOR PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF NON-INFRINGEMENT, NON-INTERRUPTION OF USE OR FREEDOM FROM ERRORS.

13. LIMITATION OF LIABILITY. EXCEPT FOR (1) INTEREST CHARGES AND PENALTIES IMPOSED BY TAXING AUTHORITIES THAT ARE THE DIRECT RESULT OF PAYCOR'S NEGLIGENCE; (2) ACTUAL DAMAGES INCURRED BY CLIENT AS A DIRECT RESULT OF THE CRIMINAL OR FRAUDULENT ACTS OR WILLFUL MISCONDUCT OF PAYCOR OR ANY OF ITS EMPLOYEES; AND (3) THIRD PARTY CLAIMS AS DESCRIBED IN SECTION 17(D) BELOW, THE CUMULATIVE LIABILITY OF PAYCOR TO CLIENT FOR ALL CLAIMS RELATING TO OR ARISING FROM THE PAYCOR SERVICES OR THE PAYCOR SERVICE AGREEMENTS, IN CONTRACT, TORT, OR OTHERWISE, IS THE TOTAL SERVICE FEES PAID BY CLIENT TO PAYCOR FOR ONLY THE PAY PERIOD(S) FROM WHICH SUCH LIABILITY ARISES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR OTHER DAMAGES OF ANY SORT (INCLUDING LOST PROFITS, LOST REVENUE, LOST INCOME, OR ANY REVENUE ARISING FROM LOSS OF ANTICIPATED BUSINESS) NOT SPECIFICALLY PROVIDED FOR HEREIN AS A RESULT OF THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATION UNDER ANY PAYCOR SERVICE

AGREEMENT, EVEN IF A PARTY HAS ADVISED THE OTHER PARTY OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE, AND EVEN IF SUCH DAMAGES WERE OR SHOULD HAVE BEEN FORESEEABLE. FURTHERMORE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY WITH RESPECT TO ACTIONS, FACTS OR CIRCUMSTANCES OCCURRING OR EXISTING PRIOR TO THE DATE OF THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES APPLIES REGARDLESS OF ANY OTHER REMEDIES A PARTY MAY HAVE. CLIENT ACKNOWLEDGES THAT THIS SECTION 13 IS AN INTEGRAL PART OF THE AGREEMENT THAT HAS BEEN BARGAINED FOR BY THE PARTIES, AND THAT THIS SECTION 13 WILL REMAIN IN EFFECT EVEN IF ANY OTHER PROVISION OF THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

14. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of written acceptance by Paycor, and shall continue until terminated in accordance with the provisions of this Agreement.

B. Termination for Convenience. After the first ninety (90) days commencing on the date of written acceptance by Paycor, either party may terminate this Agreement at any time by providing thirty (30) days' advance written notice to the other party. Until execution of this Agreement by Client, and after termination of this Agreement for any reason, Paycor has no obligation to perform any services on Client's behalf.

C. Termination for Cause. Paycor may, in its sole discretion, immediately terminate the Paycor Service Agreements without notice should Client not remedy any suspension of Paycor Services (as set forth above in Section 8) within a reasonable time as determined by Paycor or if Paycor suspends the Paycor Services more than once within a twelve (12) month period.

Should Client fail to pay any Service Fees, fail to maintain sufficient funds in its DDA, become the subject of a proceeding under the Bankruptcy Code, seek appointment of a trustee, receiver or custodian, seek liquidation, dissolution reorganization or the like, fail to maintain a credit rating reasonably acceptable to Paycor, or fail to perform any other obligation under the Paycor Service Agreements, Paycor may, at its option, in addition to other available remedies, take any and all actions it deems appropriate to secure payment of all amounts owed to Paycor by Client under this Agreement including termination of the Paycor Service Agreements immediately and without notice. In addition to and not in limitation of any of Paycor's remedies, Client grants Paycor the right to offset for any amounts owed by Client to Paycor in any Paycor account. Client agrees to pay for all collection costs, including reasonable attorney's fees, which Paycor may incur as a result of Client's failure to perform any obligation under the Paycor Service Agreements.

D. Effects of Termination. If either party terminates this Agreement for any reason, Paycor shall not be responsible for making any further payroll tax deposits or filings, and Paycor may retain deposits to offset any amounts owed from Client. Notwithstanding the foregoing, if this Agreement is terminated for other than Client's breach or default, (i) Paycor will, at Client's request, prepare and file any outstanding employment tax forms and reports, prepare employee W2s and perform other reasonable and customary actions related to the terminated Paycor Services provided that Client has paid for said services; (ii) Client will remit any and all tax and third party payments beginning with the date of termination; and (iii) Paycor will return to Client any uncommitted Client funds held in any Paycor account net of all payment obligations and fees for services performed through the date of termination.

E. Data Access Upon Termination. Upon termination of this Agreement for any reason other than Client's breach or default hereunder, Client shall, for up to thirty (30) days after the date of termination, be provided with access to online reports and custom reporting as previously subscribed to by Client, for the sole purpose of obtaining an electronic copy of its Client payroll data. Paycor assumes no responsibility for Client's failure to obtain an electronic copy of its data within such thirty (30) day period, and Client releases Paycor from any and all claims resulting therefrom. Client acknowledges and agrees that Paycor shall have no obligation to provide Client with access to its data in the event (i) Client is in breach or default hereunder, or (ii) Client fails to obtain a copy during the thirty (30) day period referenced herein.

15. INTELLECTUAL PROPERTY. All software programs, tutorials and related documentation ("Paycor Products") made available, directly or indirectly, by Paycor to Client as part of the Paycor Services are the exclusive property of Paycor or the third parties from whom Paycor has secured the rights to license. Client is being granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Paycor Products solely for purposes of inputting and providing certain data in order for Paycor to provide the Paycor Services. The Paycor Products are provided "AS IS" and no warranty of any kind, including, but not limited to, any warranty of merchantability or fitness for a particular purpose, is made by or authorized to be made on behalf of Paycor. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and any other proprietary right relating to the Paycor Products and the related logos, product names, etc. are reserved by Paycor. Client agrees that it shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Paycor Products. Client shall not use Paycor trademarks in any manner without Paycor's advance written consent. Client shall not change, modify, adapt, disassemble, recompile, reverse engineer or enhance any of the Paycor Products being provided to Client hereunder, and any attempt to do so (whether by Client or a third party directed by Client) shall be deemed a breach of this Agreement.

16. SECURITY AND CONFIDENTIALITY.

A. Nonpublic Personally Identifiable Information. Paycor agrees to treat all nonpublic personally identifiable information that Client discloses to Paycor (including but not limited to employee pay rates, employee names, addresses, social security numbers, telephone numbers, e-mail addresses, credit information, account numbers, account balances or other account information) in accordance with applicable privacy laws, rules, and regulations. Paycor will use such information solely for the purpose of performing the Paycor Services. Paycor will not disclose such information to anyone other than: (i) to Paycor's employees in the ordinary course of Paycor's business; (ii) to non-affiliated third parties who need access in order for Paycor to carry out the Paycor Services or any other services requested by Client; (iii) to employees, agents, affiliates, or contractors of Client that supplied such information to Paycor or that Client has authorized to receive such information from Paycor; or (iv) as is otherwise required by applicable law (including but not limited to complying with subpoenas, investigations by government regulatory authorities, and disclosing such information to Paycor's attorneys, auditors, and accountants). Paycor shall take appropriate measures to maintain the security and confidentiality of any such information that Client discloses to Paycor, treating such confidential information in a manner similar to which Paycor treats its own confidential information.

B. Online Access. Certain Paycor Products or Paycor Services may be accessed by Client and its authorized employees through the Internet at a website provided by Paycor or on behalf of Paycor, including those hosted by Paycor on behalf of Client. In addition, and notwithstanding anything to the contrary contained herein, Client acknowledges that security of transmissions over the Internet cannot be guaranteed. Paycor is not responsible for (i) Client's access to the Internet, (ii) interception or interruptions of communications through the Internet, or (iii) changes or losses of data through the Internet, in each case other than to the extent caused solely by Paycor.

C. Password Protection. Client agrees to maintain the privacy of usernames and passwords associated with Paycor Services provided through the Internet. Client is fully responsible for all activities that occur under Client's password or Internet account. Client agrees to (i) immediately notify Paycor of any unauthorized use of Client's password or Internet account or any other breach of security; and (ii) ensure that Client exits from Client's Internet account at the end of each session. Paycor shall not be liable for any damages incurred by Client or any third party arising from Client's failure to comply with this section.

D. Client Data Protection. In order to protect Client's data, Paycor may suspend immediately and without prior notice, any or all of Client's and Client's employees' use of Paycor Services provided through the Internet if any breach of security is suspected.

E. Paycor's Pricing. Client acknowledges and agrees that the pricing set forth in this Agreement (the "Pricing") is proprietary to Paycor, that Paycor takes reasonable measures to maintain the confidentiality of the Pricing, and that Paycor derives value from the Pricing not being generally known to the public. Accordingly, Client acknowledges and agrees that, during the term, it will not disclose the Pricing to any third party (other than to Client's employees and

advisors who have a need to know the Pricing in connection with Client's legitimate business purposes), and that Client will use commercially reasonable efforts, consistent with how Client treats its own confidential and proprietary information, to maintain the confidentiality of the Pricing.

17. INDEMNIFICATION

A. Fraudulent/Criminal Acts. Each party shall indemnify the other party against any loss, liability, cost, damage or expense (each a "Loss") arising from, or in connection with, any fraudulent or criminal acts of said party or said party's employees, representatives or agents.

B. Client's Breach. Client shall indemnify and hold Paycor harmless from and against any Loss arising from or otherwise relating to: (i) Client's breach of any representation or warranty set forth in any Paycor Service Agreement; (ii) Client's failure to perform any covenant or other obligation set forth in any Paycor Service Agreement; (iii) the timeliness or accuracy of information supplied by Client to Paycor; or (iv) actions taken by Paycor pursuant to instructions provided by the Client. Paycor may terminate any or all of the Paycor Services without notice in the event of Client breach.

C. Paycor's Breach. Subject to the limitation of liability contained in Section 13, Paycor shall indemnify and hold Client harmless from and against any Loss arising from or otherwise relating to: (i) Paycor's breach of any representation or warranty set forth in any Paycor Service Agreement; and (ii) Paycor's failure to perform any covenant or other obligation set forth in any Paycor Service Agreement.

D. Third-Party Claims of Infringement. Paycor shall indemnify and hold harmless Client from and against any Loss directly arising from a claim that Client's use of any of the Paycor Products infringes the intellectual property rights of a third party; provided, however, that: (a) Client has not modified or otherwise altered any of the intellectual property comprising or contained in the Paycor Products; (b) Client shall give prompt written notice to Paycor of the third-party claim (except that the failure to provide prompt notice will only limit the indemnification obligations to the extent Paycor is prejudiced by the delay or failure); (c) Paycor has full and complete control over the defense and settlement of the third-party claim; and (d) Client shall assist Paycor in connection with the defense and settlement of the third-party claim as reasonably requested by Paycor. If Client is enjoined or otherwise prohibited from using any of the Paycor Products or a portion thereof based on a claim that such Paycor Products infringe the intellectual property rights of a third party, then Paycor may, at its sole expense and at its option, either: (a) obtain for Client the right to use the allegedly infringing portions of the Paycor Products; (b) modify the allegedly infringing portions of the Paycor Products so as to render them non-infringing without substantially diminishing or impairing their functionality; or (c) replace the allegedly infringing portions of the Paycor Products with non-infringing items of substantially similar functionality. If Paycor determines that the foregoing options are not commercially possible, Paycor may terminate the Agreement upon thirty (30) days advance written notice to Client. Without limiting Paycor's obligation to indemnify Client as set forth above, the remedy set out in this Section 17(D) is Client's sole and exclusive remedy for any actual or alleged infringement by Paycor of any third-party intellectual property rights in the event that Client is enjoined or otherwise prohibited from using any such Paycor Products.

18. GENERAL PROVISIONS.

A. Independent Contractor. This Agreement establishes an independent contractor relationship only, by which Paycor will perform the Paycor Services for Client. It is not intended as, and may not be construed to establish, a partnership, joint venture, agency or master/servant relationship between Paycor and Client.

B. Agent. Paycor is not an agent of Client except where required for federal, state and local payroll tax deposits, filings and correspondence and except for purposes of any unclaimed property act. For the purpose of any unclaimed property act, Paycor shall be deemed to hold property as Client's agent for Client alone and Client shall be deemed to be the holder of property insofar as the interest of any other person and the property is concerned. Should an agency relationship be found to exist, it will automatically terminate (except for the purpose of any unclaimed property act) upon return to Paycor of any check or pre-authorized charge of Client for insufficient or uncollected funds.

C. Severability. If any provision of the Paycor Service Agreements or any portion thereof is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of the Paycor Service Agreements will not in any way be affected or impaired.

D. Assignment. No Paycor Service Agreement may be assigned by Client without prior written consent of Paycor, and any assignment made without such consent is null and void.

E. Governing Law and Inducement. The Paycor Service Agreements shall be construed in accordance with and governed by the law of the State of Ohio (without regard to principles of conflict of laws), including the application of any applicable statutes of limitations. Any action, suit or proceeding brought by any party with respect to, or to enforce the terms of, any of the Paycor Service Agreements, shall be brought by such party exclusively in the courts of the State of Ohio located in Hamilton County, Ohio, or in the courts of the United States for the Southern District of Ohio, Western Division. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH ANY PAYCOR SERVICES AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO EACH PAYCOR SERVICE AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED HEREIN.

F. Waiver. A waiver by either party of its rights hereunder is not binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one occasion does not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing.

G. Amendment. This Agreement may not be modified except by a writing signed by the authorized representatives of Paycor and Client. For purposes of this Section 18(G), Paycor's "authorized representatives" shall consist of its CEO, CFO, VP of Treasury and Risk, VP of Financial Planning and Analysis and VP & Controller.

H. Force Majeure. Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.

I. Entire Agreement. The Paycor Service Agreements constitute the entire understanding of the parties, and supersede all prior agreements between the parties, whether oral or written.

J. Non-Hire. During the term of this Agreement, Client shall not solicit the employment of any Paycor employee who has been involved in furnishing Paycor Services hereunder. Nothing contained in this section, however, shall prohibit Client from hiring any Paycor employee who responds to a general advertisement for employment, provided Client did not initiate contact with the employee or otherwise alert the employee to the advertisement.

K. Supplemental Agreements. In the event of a conflict between any Supplemental Agreement and the Paycor Services Terms and Conditions, the Supplemental Agreement shall prevail and govern.

L. Counterpart Execution. Any Paycor Service Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Facsimile signatures and electronically-captured signatures shall constitute original manual signatures on any and all such Paycor Service Agreements.



Time and Attendance Order Details

Florida Commission On Community Service
3800 Esplanade
Suite 180
TALLAHASSEE, FL 32302

URL: <https://FloridaCommissionOnC.attendanceondemand.com>

Time Services	Quantity
Time Active Employees	16
Time Employee Self Serve	16
Time Leave Management	16
Time Supervisors (up to 12 Free)	12

Time One-Time Fees	Quantity
Time Professional Services	1
Time Set Up	16

BY ACCESSING THE TIME AND ATTENDANCE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE WITH THE ATTACHED TERMS AND CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, DO NOT ACCESS OR USE THE TIME AND ATTENDANCE SERVICES.

TERMS & CONDITIONS for USE of TIME and ATTENDANCE SERVICES

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS FOR USE OF TIME AND ATTENDANCE SERVICES. BY ACCESSING THE TIME AND ATTENDANCE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE WITH THESE TERMS AND CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, DO NOT ACCESS OR USE THE TIME AND ATTENDANCE SERVICES.

These Terms and Conditions are among Paycor, Inc. ("Paycor"), Attendance on Demand, Inc., a Michigan corporation located at 20000 Victor Pkwy, Suite 200, Livonia, MI 48152 ("AOD") and you ("Client"). Collectively, Paycor, AOD and Client are referred to as the "Parties". Collectively, Paycor and AOD are referred to as the "Service Providers".

1. Definitions. In these Terms and Conditions, the following terms shall have the following meanings:

A. "TIME AND ATTENDANCE Services" means the time and attendance and human-resource related services offered on this website.

B. "User Documentation" means all programming, and any processes, ideas, inventions, know-how, techniques, and other information generated with respect to the development of or otherwise related to the TIME AND ATTENDANCE Services, including all images, designs, photographs, writings, graphs, data, documentation, computer programs, inventions (whether or not patentable), pictures, audio, video, artistic works, and all works of authorship, including all worldwide rights in them under patent, copyright, trade secret, or other property right, created or developed by AOD or its licensor and all other materials related in any way to the TIME AND ATTENDANCE Services, except the name "Time on Demand" and its abbreviation, "TOD" which is the property of Paycor.

2. Use of TIME AND ATTENDANCE Services. With respect to Client's use of the TIME AND ATTENDANCE Services,

A. CLIENT UNDERSTANDS AND AGREES that the use of the TIME AND ATTENDANCE Services is entirely at Client's sole risk and that each payroll is generated at Client's own risk. If a particular payroll cannot be generated, Client agrees that, as a fallback procedure, Client shall repeat its most recent payroll.

B. CLIENT UNDERSTANDS AND AGREES THAT PAYCOR, AOD, AOD'S LICENSOR AND ANY OTHER PARTY INVOLVED IN PROVIDING THE TIME AND ATTENDANCE SERVICES OR USER DOCUMENTATION SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS, OR EXPENSE OF ANY KIND ARISING OUT OF OR RESULTING FROM CLIENT'S ACCESSING OR USE OF THIS WEBSITE OR THE TIME AND ATTENDANCE SERVICES REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE. IN NO EVENT, INCLUDING, WITHOUT LIMITATION, FAULT OR NEGLIGENT ACTS, SHALL PAYCOR, AOD, AOD'S LICENSOR OR ANY OTHER PARTY INVOLVED IN PROVIDING THIS WEBSITE, THE TIME AND ATTENDANCE SERVICES OR THE USER DOCUMENTATION BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES [INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS, DAMAGES OR CORRUPTION OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, INABILITY TO USE THIS WEBSITE, THE TIME AND ATTENDANCE SERVICES OR USER DOCUMENTATION OR INTERRUPTION OF BUSINESS], ARISING OUT OF OR IN ANY WAY RELATED TO CLIENT'S (i) ACCESSING OR USE OF THIS WEBSITE, THE TIME AND ATTENDANCE SERVICES OR THE USER DOCUMENTATION OFFERED OR DISPLAYED ON THIS WEBSITE, OR (ii) USE OF, OR INABILITY TO USE, THIS WEBSITE GENERALLY, OR OTHERWISE IN CONNECTION WITH THESE TERMS AND CONDITIONS, REGARDLESS OF WHETHER PAYCOR, AOD, AOD'S LICENSOR OR ANY OTHER PARTY INVOLVED IN PROVIDING THIS WEBSITE, THE TIME AND ATTENDANCE SERVICES OR THE USER DOCUMENTATION HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CLIENT. PAYCOR, AOD AND AOD'S LICENSOR DO NOT MONITOR OR EXERCISE CONTROL

OVER THE CONTENT OR THE INFORMATION TRANSMITTED THROUGH THIS WEBSITE.

C. CLIENT UNDERSTANDS AND AGREES that If circumstances arise where Client is entitled to recover damages from Paycor or AOD, regardless of the basis on which Client is entitled to claim damages, whether under contract law, tort law or equity, Paycor and/or AOD shall be liable for payment of the lesser of (1) the amount of any actual direct damage; or (2) \$10,000.

D. CLIENT UNDERSTANDS AND AGREES that Paycor and/or AOD will not be liable for delays, damages, or failures in performance due to events of force majeure (causes beyond their respective reasonable control), including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, an inability to obtain necessary equipment or services, the severing of off-site communication lines by a third party, or other events of *force majeure*.

E. CLIENT UNDERSTANDS AND AGREES to indemnify, defend, and hold harmless AOD, its Licensor, its affiliates, agents, and employees from and against any and all claims and expenses, including reasonable attorney fees, arising out of or related in any way to Client's accessing or use of this website, the TIME AND ATTENDANCE Services and the User Documentation and/or Client's or its employee's violation of these Terms and Conditions, any law or regulation, or any proprietary or privacy right.

3. AOD Responsibility. With respect to the responsibility of Paycor, AOD, AOD's licensor, affiliates, and their respective officers, directors, employees and agents under the Terms and Conditions, CLIENT UNDERSTANDS AND AGREES that they

A. DO NOT assume any responsibility for Client's accessing or use of this website or the TIME AND ATTENDANCE Services;

B. DO NOT guarantee the security of Client's use of or the operation of this website or the TIME AND ATTENDANCE Services;

C. DO NOT guarantee the prevention of third party disruptions or that there will be no transmission errors, disclosures, erasures, corruptions, losses, inaccuracies or security-breaches of data forwarded to this website or the data returned to Client;

D. DO NOT warrant (i) that this website will be uninterrupted or error-free; (ii) that all defects can be corrected; (iii) the results that may be obtained from the use of this website or the TIME AND ATTENDANCE Services; or (iv) the accuracy, completeness, reliability, security, or currency of the User Documentation;

E. DO NOT guarantee that the TIME AND ATTENDANCE Services will not contain errors, omissions, inaccuracies, or outdated information;

F. DO NOT warrant the reliability of any statement or other information displayed or distributed through this website or the TIME AND ATTENDANCE Services;

G. DO NOT guarantee the capacity or the performance of this website or the TIME AND ATTENDANCE Services;

H. DO NOT guarantee (i) that Client will be able to access the TIME AND ATTENDANCE Services at any particular time or during routine maintenance, service changes; (ii) that there will not be failures of third-party service or product providers; and (iii) that there will not be failures of Internet infrastructure, and disruptions caused by misuse or intentional acts of third parties;

I. DO NOT warranty the payroll or human relations department functions generated through this website; and

J. DO reserve the right, in their sole discretion, to correct any errors or omissions in any portion of the TIME AND ATTENDANCE Services or make any other changes to the TIME AND ATTENDANCE Services or User Documentation or other charges at any time without notice.

K. AOD agrees to indemnify, defend and hold Client, its affiliates, agents, and employees from and against any and all claims and expenses, including reasonable attorney fees, arising: (i) directly from a claim that Client's use of any of the TIME AND ATTENDANCE Services infringes the intellectual property rights of a third party; provided, however, that: (a) Client has not modified or otherwise altered any of the intellectual property comprising or contained in the TIME AND ATTENDANCE Services; (b) Client shall give prompt written notice to AOD of the third-party claim (except that the failure to provide prompt notice will only limit the indemnification obligations to the extent AOD is

prejudiced by the delay or failure); (c) AOD has full and complete control over the defense and settlement of the third-party claim; and (d) Client shall assist AOD in connection with the defense and settlement of the third-party claim as reasonably requested by AOD or (ii) any fraudulent or criminal acts of AOD or its employees.

L. Subject to the limitation of liability contained in Section 2C, AOD shall indemnify and hold Client harmless from and against any claims and expenses, including reasonable attorney fees, arising from or otherwise relating to: (i) AOD's breach of any representation or warranty set forth in these Terms and Conditions; and (ii) AOD's failure to perform any covenant or other obligation set forth in these Terms and Conditions.

4. Client Responsibility. With respect to Client's use of the TIME AND ATTENDANCE Services, CLIENT UNDERSTANDS AND AGREES that

A. Client shall strictly comply with all international, national, state and local laws and regulations applicable to Client's use of the TIME AND ATTENDANCE Services. Service Providers make no representation that the TIME AND ATTENDANCE Services are appropriate or available for use outside the United States. If Client accesses this website from outside the United States, Client will be responsible for compliance with all applicable local laws and regulations.

B. Client acknowledges that anyone who has access to Client's user identification and password can gain access to this website and Client agrees that Client will maintain security practices standard to the industry in which Client is engaged to protect access to this website and Service Providers are not responsible for (i) Client's access to the Internet, (ii) interception or interruptions of communications through the Internet, or (iii) changes or losses of data through the Internet.

C. Client shall use the TIME AND ATTENDANCE Services only in conformance with the User Documentation located on this website.

D. at Client's sole cost, to be solely responsible for

i. Selection of the TIME AND ATTENDANCE Services to achieve Client's intended result and determination of whether the TIME AND ATTENDANCE Services will meet Client's performance needs;

ii. The accuracy and content of any information Client provides to and full cooperation with the Service Providers;

iii. Any loss of data, programs, breaches of security, viruses, and disabling or harmful devices that Client may download or otherwise experience as a result of Client's use of this website or the TIME AND ATTENDANCE Services;

iv. Obtaining the maintenance, training, service and support necessary from the Service Providers to utilize this website and the TIME AND ATTENDANCE Services properly;

v. Having properly functioning Internet Explorer software and an internet connection with sufficient speed and available bandwidth to support payroll and supervisory activities;

vi. Performing no act which would prevent Client's equipment from communicating with the TIME AND ATTENDANCE Services;

vii. Returning leased equipment in the same condition the equipment was in when it was leased, reasonable wear and tear excepted and shall be responsible for replacement of leased equipment that is damaged, lost or stolen; and

viii. Providing the Service Providers with complete information; if any of Client's information changes or is supplemented after Client agrees to these Terms and Conditions, Client shall provide the changes or supplements to the Service Providers within fifteen (15) days; if any additional information is required, Client shall provide such information within fifteen (15) days after the request for same. SERVICE PROVIDERS RECOMMEND THAT THE DATA CLIENT GIVES TO THEM NOT INCLUDE EMPLOYEE PAY RATES, EMPLOYEE NAMES, ADDRESSES, TELEPHONE NUMBERS, EMAIL ADDRESSES, SOCIAL SECURITY NUMBERS, CREDIT INFORMATION, ACCOUNT BALANCES OR CREDIT CARD NUMBERS ("PERSONAL DATA"). CLIENT AGREES THAT IF PERSONAL DATA IS INCLUDED IN THE DATA GIVEN TO SERVICE PROVIDERS, IT SHALL BE DISCLOSED AT CLIENT'S SOLE RISK. IF THE PERSONAL DATA IS COMPROMISED IN SUCH A WAY THAT ONE OR MORE EMPLOYEES ARE INJURED, CLIENT AGREES THAT IT SHALL INDEMNIFY PAYCOR, AOD AND AOD'S LICENSOR FOR ANY AND ALL

DAMAGES THEY SUFFER, INCLUDING REASONABLE ATTORNEY FEES AND LEGAL COSTS, AS A RESULT OF THE PERSONAL DATA BEING COMPROMISED.

5. Fees for TIME AND ATTENDANCE Services. Fees for Time and Attendance services will be billed by Paycor per Paycor's Client Service Agreement.

6. Term and Termination.

A. **Term.** These Terms and Conditions shall be effective on the date of written acceptance by Service Providers, and shall continue until terminated in accordance with the provisions herein, so long as the Paycor Service Terms and Conditions remain in effect between Paycor and Client.

B. **Termination for Cause.** Should Client fail to pay any Service Fees, fail to maintain sufficient funds in its DDA, become the subject of a proceeding under the Bankruptcy Code, seek appointment of a trustee, receiver or custodian, seek liquidation, dissolution reorganization or the like, fail to maintain a credit rating reasonably acceptable to Service Providers, Service Providers may, at their option, in addition to other available remedies, take any and all actions they deem appropriate to secure payment of all amounts owed by Client under these Terms and Conditions and/or terminate the TIME AND ATTENDANCE Services immediately and without notice.

C. **Effects of Termination.** If a party terminates these Terms and Conditions for any reason, Service Providers shall not be required to take any further action with respect to the TIME AND ATTENDANCE Services.

D. **Data Access Upon Termination.** Upon termination of these Terms and Conditions for any reason other than Client's breach or default hereunder, Client shall, for up to thirty (30) days after the date of termination, be provided with access to online reports and custom reporting as previously subscribed to by Client, for the sole purpose of obtaining an electronic copy of its Client payroll data. Service Providers assume no responsibility for Client's failure to obtain an electronic copy of its TIME AND ATTENDANCE Services data within such thirty (30) day period, and Client releases Service Providers from any and all claims resulting therefrom. Client acknowledges and agrees that Service Providers shall have no obligation to provide Client with access to its TIME AND ATTENDANCE Services data in the event (i) Client is in breach or default hereunder, or (ii) Client fails to obtain a copy during the thirty (30) day period referenced herein.

7. Limitation of Warranty. With respect to the TIME AND ATTENDANCE Services, CLIENT UNDERSTANDS AND AGREES THAT THE TIME AND ATTENDANCE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE TIME AND ATTENDANCE Services OR THE USER DOCUMENTATION ON THIS WEBSITE. AOD EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO THE USER DOCUMENTATION AND TIME AND ATTENDANCE Services OFFERED ON THIS WEBSITE OR CLIENT'S USE OF THIS WEBSITE GENERALLY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY OF INFORMATION, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW APPLIES TO THESE TERMS AND CONDITIONS.

8. Ownership/Agency. CLIENT UNDERSTANDS AND AGREES that the names "Time on Demand" and its abbreviation "TOD" is the property of Paycor. The technology underlying the TIME AND ATTENDANCE Services and the User Documentation is the exclusive property of AOD or its licensor and there is no intention to convey any rights or licenses to Client based upon these Terms and Conditions. All right, title and interest in and to any copyright, trademark, service mark, trade secret, and any other proprietary right relating to the TIME AND

ATTENDANCE Services and the User Documentation and the related logos, product names, etc. are reserved by AOD. With respect to the provision of the TIME AND ATTENDANCE Services to Client, Paycor is acting as AOD's agent. The User Documentation is protected by copyrights, trademarks, trade secrets, or other proprietary rights. Client is granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the TIME AND ATTENDANCE Services and User Documentation solely for the authorized uses described above. Furthermore, there is no agreement for AOD or its licensor to provide a license or sublicense to Client for any software. Client is not granted any express or implied right in or under any patents, trademarks, copyrights, or trade secret information or in any goodwill associated with the TIME AND ATTENDANCE Services or the User Documentation. Client shall do nothing to infringe, impeach or lessen the validity of the TIME AND ATTENDANCE Services or the User Documentation, including without limitation, changing, modifying, adapting, disassembling, recompiling, reverse engineering or enhancing any of the TIME AND ATTENDANCE Services or User Documentation or removing, obscuring, or altering any proprietary rights notices that may be affixed to or contained within the TIME AND ATTENDANCE Services. Any attempt to do so (whether by Client or a third party directed by Client) shall be deemed a breach of these Terms and Conditions. Client agrees to protect, defend, indemnify and save Paycor, AOD and its licensor from any and all expenses, attorneys' fees, claims, demands, or causes of action arising out of any claim of patent infringement arising out of Client's improper use of the TIME AND ATTENDANCE Services or User Documentation.

9. Limitations on Claim. Any cause of action Client may have with respect to Client's use of the TIME AND ATTENDANCE Services or the User Documentation must be commenced within one (1) year after the claim or cause of action arises.

10. Applicable Law, Jurisdiction and Attorney Fees. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Michigan, USA, without reference to Michigan's conflict-of-law provisions. Client agrees to submit to the personal and exclusive jurisdiction of the federal courts of the State of Michigan located in Wayne County, Michigan or the state court of the State of Michigan located in Oakland County, Michigan for any disputes arising out of Client's accessing or use of this website or the TIME AND ATTENDANCE Services or User Documentation. The prevailing Party in any dispute resolved through judicial remedy shall be reimbursed by the losing Party for all cost and expenses incurred by the prevailing Party, including reasonable attorney fees through trial, appeal and collection.

11. Electronic Signatures and Electronic Communications. The parties agree that signatures on these Terms and Conditions may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to these Terms and Conditions. Client agrees to be bound by any affirmation, assent, or other form of consent that Client transmits through this website, to, but not limited to, modifications to this and any consent Client gives to receive communications from AOD solely through electronic transmission.

12. Successors and Parties in Interest/Assignability. These Terms and Conditions shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and permissible assigns. Nothing in these Terms and Conditions shall be construed to benefit any third party, nor is it intended that any provision shall be for the benefit of any third party. Client may not assign any of its rights or obligations under these Terms and Conditions without prior written consent of Service Providers, and any assignment made without such consent is null and void.

13. Captions, Headings, Presumption. The headings and captions in these Terms and Conditions are included as a matter of convenience and shall not be construed as a substantive part of these Terms and Conditions. No provision of these Terms and Conditions are to be interpreted for or against any Party because that Party or its legal representative drafted the provision.

14. General Understandings, Good Faith, Cooperation, and Due Diligence. Each Party represents that, in entering into these Terms and Conditions, (i) it has read and understands these Terms and Conditions; (ii) it is not relying on any representation not contained or referenced in these Terms and Conditions; and (iii) no promise or inducement not expressed stated in these Terms and Conditions has been made to any of the Parties. Each Party covenants to the other Party that it will act in good faith, act with due diligence, and provide its complete cooperation in carrying out the purposes and intent of these Terms and Conditions. Said covenants are mutual and dependent.

15. Waiver. A waiver by either party of its rights hereunder is not binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one occasion does not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing.

16. Severability. If any provision of these Terms and Conditions or any portion thereof is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of the Terms and Conditions will not in any way be affected or impaired.

17. Survival. The following Sections of these Terms and Conditions shall survive termination of these Terms and Conditions for any reason: Section 2, Section 5 and Sections 7 through 10.

18. Entire Agreement. These Terms and Conditions constitute the entire agreement between the Parties with respect to the TIME AND ATTENDANCE Services, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.