

Additional Service Terms

The following Additional Service Terms apply to certain types of Services accessed and used by or on behalf of CLIENT. Except as otherwise expressly stated below, the Additional Service Terms are subject to the terms of the Paylocity Corporation Subscription Services Agreement between Paylocity and CLIENT (the "Subscription Agreement" or the "Agreement"), and any capitalized terms used but not defined below shall have the meanings ascribed to them in the Subscription Agreement. Notwithstanding anything to the contrary in the Subscription Agreement, Paylocity reserves the right, at its sole discretion, to update the Additional Service Terms detailed below from time to time.

1. Payroll-Related Services

CLIENT authorizes Paylocity to pay employees designated by CLIENT, via Direct Deposit electronic funds transfer, amounts due and payable to them by CLIENT. CLIENT must retain (and provide upon request) copies of each employee authorization form for two (2) years after it expires. CLIENT authorizes Paylocity to pay employees designated by CLIENT via bank check drawn on a bank account maintained by Paylocity solely for this purpose. Uncashed bank checks outstanding for more than six months will be voided and the cash will be returned to the CLIENT. With regard to any transmittal of funds on behalf of CLIENT in connection with payroll-related services, Paylocity acts as agent for CLIENT in accepting and processing funds. Paylocity provides such payroll-related services to, and acts on behalf of, CLIENT only; Paylocity shall not provide any payroll-related services directly to CLIENT's employees. CLIENT acknowledges that it is responsible for unclaimed property filings and any other escheatment duties within the respective state(s) or jurisdiction(s) CLIENT conducts business. CLIENT understands and agrees that (a) many banks, including without limitation, the banks that Paylocity uses to provide payroll-related services hereunder, assess fees to cash employee paychecks, (b) certain state and local laws require employers to either cover any such fees or ensure that employees can cash checks without being assessed a fee, and (c) CLIENT, as employer, remains solely and exclusively liable for ensuring that, where required by law, its employees can cash paychecks without incurring a fee, and that Paylocity specifically and expressly disclaims such responsibility. CLIENT authorizes Paylocity to perform payroll tax services that include the responsibility for tax deposits and timely filings of federal, state and local employment tax returns. Paylocity will serve as a "limited agent" for CLIENT in respect to tax filing, only for purposes of any required agency for deposits and filings with the Internal Revenue Service and/or any state reporting agency. Except as expressly provided herein, Paylocity is not otherwise an agent of CLIENT, nor is Paylocity in partnership or otherwise affiliated with CLIENT'S business. CLIENT also grants Paylocity limited power of attorney to sign all obligatory and necessary forms to appropriate government channels and banks. CLIENT agrees to execute a "Reporting Agent Authorization" and "FEIN and State Info" in conjunction with using these payroll-related services and agrees to provide timely information to Paylocity regarding changes in deposit frequencies and state unemployment rates in order for Paylocity to assume liability for any penalties and/or interest.

2. Time and Labor Services

CLIENT will be billed for the first month in full. To the extent CLIENT has procured timekeeping equipment during the course of the relationship with Paylocity, CLIENT agrees to return all equipment to Paylocity promptly upon termination of the services or the Agreement. Any damaged, unreturned or unusable equipment will be the responsibility of the CLIENT. If CLIENT uses any of Paylocity's time and labor services that include Biometric Data, then CLIENT (i) shall be fully and solely responsible for complying with all applicable laws governing the collection, storage, use, and/or transmission of Biometric Data that CLIENT conducts or facilitates, including but not limited to, developing and complying with CLIENT's own Biometric Data retention and destruction policies and obtaining written consents from CLIENT's employees as may be required under applicable laws; (ii) shall be fully and solely responsible for providing a copy of Paylocity's Biometric Information Privacy Policy (which Paylocity shall provide to CLIENT) to CLIENT's employees for whom Paylocity possesses any Biometric Data related to CLIENT's use of Paylocity's time and labor services; and (iii) shall be fully and solely responsible for obtaining written consents (which Paylocity shall provide in a form to CLIENT) from CLIENT's employees for whom Paylocity may possess any Biometric Data related to CLIENT's use of Paylocity's time and labor services. Such consents shall be obtained prior to the collection of any Biometric Data and must explicitly be for the benefit of the CLIENT, Paylocity and/or Paylocity's authorized licensors or vendors. CLIENT shall also be fully and solely responsible for complying with all applicable privacy laws and obtaining any required consents in connection with any Personal Information, including without limitation information about COVID symptoms and exposure, that is collected, stored, used or transmitted in the course of CLIENT using any of Paylocity's time and labor services. "Personal Information" includes any information that relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to an individual. CLIENT shall indemnify, defend and hold harmless Paylocity and its officers, directors, employees, affiliates, agents, and contractors, from and against any third-party claims, demands, suits, judgments, costs, expenses, losses and liabilities, including, without limitation, reasonable attorneys' fees (collectively, "Claims"), to the extent any Claims arise out of or relate to CLIENT's noncompliance, or Paylocity's noncompliance to the extent Paylocity's noncompliance arises out of an act or omission by the CLIENT, with any laws related to Biometric Data or Personal

Information for any services related to the Agreement. Paylocity reserves the right to select its own legal counsel for any such Claims.

“Biometric Data” includes “biometric identifiers” and “biometric information” as defined in the Illinois Biometric Information Privacy Act, 740 ILCS § 14/1, et seq. “Biometric Identifier” means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. “Biometric Information” means any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s biometric identifier used to identify an individual. “Biometric Data” also includes any similar state or local law definitions related to any biological characteristics of a person, or information based upon such a characteristic.

Paylocity shall not (x) sell, lease or trade any Biometric Data that it receives from CLIENT, (y) retain, use, or disclose any Biometric Data that it receives from CLIENT for any purpose other than for the specific purpose of performing the Services, or (z) retain, use, or disclose any Biometric Data that Paylocity receives from CLIENT outside of the direct business relationship between Paylocity and CLIENT.

3. Affordable Care Act (ACA) Services

CLIENT authorizes Paylocity to file forms 1095c and 1094c based on data entered by CLIENT, including employee classifications, status and any other relevant data. Paylocity will serve as a “limited agent” for CLIENT with respect to information return filing with the Internal Revenue Service. Except as expressly provided herein, Paylocity is not an agent of CLIENT, nor is Paylocity in partnership or otherwise affiliated with CLIENT’s business. CLIENT also grants Paylocity limited power of attorney to sign all obligatory and necessary forms to appropriate government channels. CLIENT agrees to execute a “Reporting Agent Authorization” in conjunction with using these ACA services, and the same Form 8655 used for tax-filing clients is sufficient for ACA reporting. CLIENT agrees to provide timely information to Paylocity regarding any changes in legal name or FEIN.

4. ASO/HR Edge Services

These services are designed to provide general information to employers regarding human resources situations commonly encountered. These services include verbal and written information and guidance on a wide variety of human resources related topics, however Paylocity’s services exclude legal representation, legal advice, tax advice, international issues, insurance carrier and insurance policy matters (including but not limited to carrier claims resolution, claims audits, open enrollment materials, benefit summaries, pricing negotiation and specific plan information pertaining to an insurance policy), paperwork (completing and processing forms) and administration (hiring, recruiting, interviews, terminations, disciplinary actions, drafting or writing of custom documents (e.g., handbooks, offer letters, separation agreements, and compensation plans)), provided Paylocity will provide templates and samples (if available), answer questions and offer information about what is typically included in the documents, and provide an overview of legal or regulatory rules. Paylocity will try to provide information, including links to a statute or law, links to governmental regulatory agencies, and any other information it may have available about a given topic, but it will not interpret legal rules or give advice on the law.

5. Employment and Income Verification Services

As part of the Services and at no additional cost to CLIENT and CLIENT’s employees, Paylocity (through its vendor) will provide a Fair Credit Reporting Act employment and income verification service for CLIENT’s employees who have authorized a third-party verifier to obtain employment and income verification from the employee’s employer (“Verification Service”). CLIENT may opt out of the Verification Service by having an Administrator contact Paylocity at: employmentverification@paylocity.com and indicate the EIN(s) that CLIENT wishes to opt-out of the Verification Service. Unless CLIENT has opted out of the Verification Service, CLIENT authorizes Paylocity to transmit (to its vendor) employment and income verification information sufficient for the vendor to identify the employees who are eligible to receive the Verification Service. CLIENT certifies that it has read the Notice to Furnishers provided to it [here](#). CLIENT understands its obligations as a data furnisher set forth in the foregoing notice and under FCRA, which include duties regarding data accuracy and investigation of disputes, and it certifies it will comply with all such obligations. If an employee disputes the accuracy of the data provided, CLIENT agrees to provide reasonable assistance to Paylocity to resolve the dispute. CLIENT acknowledges that the vendor is solely liable for the services it provides, and that Paylocity is not responsible for the acts or omissions of its vendor, including, without limitation, any acts or omissions related to the security or confidentiality of any CLIENT Data on the vendor’s systems and/or servers. CLIENT agrees and acknowledges that, by offering the Verification Service, (i) Paylocity is not intending to provide, and its actions should not be construed as providing, legal or financial advice and (ii) Paylocity is not acting in a fiduciary capacity on behalf of CLIENT and/or CLIENT’s employees. Nothing in this provision creates any rights under the Agreement to any employee. There are no person(s) intended as third party beneficiaries of the Agreement; and no person or entity (other than CLIENT or Paylocity) will have any right to enforce any part of the Agreement.

6. Recognition & Rewards Service

CLIENT’s use of the Recognition & Rewards service includes Recognition, Rewards both cash and digital gift cards

("Recognition & Rewards Service").

6.1 Recognition & Rewards Service

- 6.1.1 CLIENT upon placing an Order will need to pre-fund all amounts to be used for the Recognition & Rewards Service.
- 6.1.2 CLIENT is solely responsible for enrolling employees and determining employee eligibility for the Recognition & Rewards Service.
- 6.1.3 CLIENT is solely responsible for specifying any additional limitations or restrictions regarding employee use of the Recognition & Rewards Service as required for CLIENT to comply with laws and regulations applicable to CLIENT.
- 6.1.4 Paylocity may modify the terms of the Recognition & Rewards Service from time to time upon notice to CLIENT, which may be provided electronically or by in product notification.
- 6.1.5 Paylocity can terminate the Recognition & Rewards Service at any time upon notice to CLIENT, which may be provided electronically or by in product notification.
- 6.1.6 Paylocity may suspend and/or terminate CLIENT's access to the Recognition & Rewards Service immediately if there is reasonable suspicion of unauthorized or illegal use, misuse, immediate risk of harm to Paylocity, fraud or change in law.

6.2 Digital Gift Card Rewards:

- 6.2.1 CLIENT may not use the Digital Gift Card Rewards to:
 - a. Redeem Digital Gift Card Rewards for personal use outside of a rewards program offered to CLIENT employees.
 - b. Redirect Digital Gift Card Rewards once delivered to an employee to another employee without written permission by Paylocity.
 - c. market to children under the age of 13 or anyone considered a minor under the laws of their residence.
 - d. encourage or reward the use of:
 - i. Tobacco, marijuana, or vaping products
 - ii. Alcohol
 - iii. Violence, including firearms, weapons, or ammunition.
 - iv. Illegal drugs or non-legally prescribed controlled substances, and drug paraphernalia.
 - v. Items that create consumer safety risks.
 - vi. Pornography or sexually explicit materials.
 - e. Engage in unfair, predatory, or deceptive practices, such as misinformation, multi-level marketing, "get rich quick" schemes, or predatory financial services.
 - f. Use in furtherance of or by any organization that promotes hate, violence, or intolerance based on race, age, gender, sexuality, gender orientation, ethnicity, religion, political affiliation, or citizenship.
 - g. Resell or distribute any Digital Gift Card Rewards.
 - h. Offer as part of contests, lotteries, sweepstakes, gambling or casino loyalty, or online auctions.
 - i. support non-profit or charitable organizations that are not registered as 501(c)(3).
 - j. enable the purchase of cryptocurrencies or other secondary exchanges.
- 6.2.2 CLIENT agrees that available Digital Gift Card Rewards may change. Paylocity agrees it will make commercially reasonable efforts to provide CLIENT with prior written notice of such changes.
- 6.2.3 CLIENT acknowledges that Paylocity has no control over the availability of redemption options and brands of Digital Gift Card Rewards.
- 6.2.4 Digital Gift Cards are final and non-refundable, and Digital Gift Card Rewards may not be canceled, terminated, or forwarded to a subsequent recipient for any reason.
- 6.2.5 CLIENT shall be provided with prior notice if Paylocity and/or its suppliers, due to anti-money laundering regulations, must investigate suspicious, potentially illegal, fraud, or other unauthorized activity related to CLIENT's use of the Digital Gift Card Rewards. CLIENT will cooperate with any such reasonable investigation or preventative measure requests in good faith including, without limitation, promptly providing requested information regarding recipients of the Digital Gift Card Rewards which will be used by Paylocity or its suppliers solely for anti-fraud, anti-money laundering, and regulatory or risk-mitigation purposes.
- 6.2.6 The Digital Gift Card Rewards are each subject to their own respective merchant/supplier branded terms and conditions that govern the redemption, use, and any expiration date or fees of each Digital Gift Card Reward. All such terms and conditions for the Digital Gift Card Rewards are between the respective merchant/supplier and the recipient. Paylocity makes no representation or warranty related to, has no obligation under, and disclaims any liability associated with such supplier terms and conditions.
- 6.2.7 CLIENT represents and warrant that the recipients of the Digital Gift Card Rewards are not and will not be (i) identified on any sanctioned lists; nor (ii) located, organized or ordinarily resident in a country or territory that is subject to sanctions or embargoes of any kind by the U.S.

6.3 Upon termination or expiration of the Recognition & Rewards Service, Paylocity will have the right to use any funds remaining in CLIENT's pre-funded Recognition & Rewards Service to offset any amounts owed to Paylocity or any claim to funds which Paylocity may have against CLIENT in connection with the Agreement.

6.4 CLIENT will comply with all applicable laws and regulations, including but not limited to, wage and hour compliance laws, IRS regulations or other applicable laws and CLIENT further agrees Paylocity will have no liability whatsoever for CLIENT's failure to comply with such laws and regulations.

6.5 CLIENT shall indemnify, hold harmless and defend Paylocity from and against all liability, actions, claims, demands, losses or damages incurred by Paylocity to the extent caused by, or arising out of CLIENT's (i) use or misuse of the Recognition & Rewards Service and Digital Gift Card Rewards and (ii) failure to comply with any applicable laws or regulations. Any cap on liability or disclaimer of damages contained in the applicable Subscription Agreement shall not apply to CLIENT's indemnification obligation in this Section 6.

7. On Demand Pay Service

Paylocity's On Demand Pay Service allows a CLIENT's Authorized Users to access a certain amount of payroll funds in advance of such employee's payroll check date, subject to the limitations contained herein (the "ODP Service"). By using the ODP Service, CLIENT agrees to the following:

CLIENT is responsible for ensuring its Authorized Users comply with all in-product notices and requirements associated with use of the ODP Service, including all transaction limits, withdrawal limits, and other restrictions on the ODP Service as required by Paylocity. CLIENT shall fund each payroll cycle in full, inclusive of all advance payroll funds requested by CLIENT or its Authorized Users in connection with the ODP Service (the "Requested Funds", and each request of such Requested Funds an "ODP Transaction"), and shall ensure all Requested Funds are paid by CLIENT to Paylocity on the earlier of (i) the payroll cycle immediate following the applicable ODP Transaction or (ii) two (2) weeks from the date of the applicable ODP Transaction. CLIENT is responsible for any unpaid fees charged to its Authorized Users in connection with the ODP Service and is responsible for all costs of collection related to Paylocity's actions to recoup such fees from CLIENT. CLIENT will indemnify, defend and hold harmless Paylocity and its officers, directors, employees, affiliates, agents, and contractors, from and against any third-party claims and resultant losses arising out of CLIENT's (or its Authorized Users') use of the ODP Service. Notwithstanding any conflicting provision in the applicable Subscription Agreement, the foregoing shall not be subject to any liability cap on CLIENT contained therein.

8. API Access

CLIENT agrees that use of the Paylocity API shall be in accordance with and subject to the API End User License Agreement found [here](#).

9. Market Pay Services

The Market Pay Services provide information to CLIENT intending to help CLIENT: 1) understand the average market pay for its local geographic region, provide pay insights in regions where its employees are already working so it can assess and make informed decisions when creating job descriptions; and 2) determine what fair and competitive compensation it should consider when looking to attract and retain top talent.

CLIENT shall not: (i) modify or create derivative works of the Market Pay Services; (ii) sell, sublicense, lease, rent, assign, distribute, repackage, rebrand or otherwise transfer, share or disclose the Market Pay Services or the content provided therein; or (iii) cause, assist or permit any third party do any of the foregoing. Paylocity makes no warranties as to the accuracy of the Market Pay Services, any data utilized to create such Market Pay Services or any outputs or outcomes resulting or deriving from the Market Pay Services and CLIENT's use thereof. Paylocity reserves the right, periodically CLIENT and at any time, to modify the Market Pay Services or any functions or features thereof, upon written notice to CLIENT, provided that such modification contains substantially similar functionality. CLIENT acknowledges and agrees that Paylocity shall have no liability to CLIENT for any interruption or modification of the Market Pay Services.

10. Learning Management Services

CLIENT agrees that when using the Learning Management Services it will comply with the Go1 Customer Terms found [here](#).

11. Benefits Decision Support

Benefits Decision Support, powered by Reclaim, includes functionality intended to enable CLIENT to offer employees the ability to choose their most "optimal" benefits plan. CLIENT's Authorized Users may only access the Benefits Decision Support after acknowledging and agreeing to Reclaim's then-current privacy policy and terms of use.

Paylocity's total cumulative liability for any and all claims arising from or relating to Benefits Decision Support and CLIENT's use thereof shall be limited to an amount equal to the total fees paid by CLIENT to Paylocity for Benefits

Decision Support in the twelve (12) months immediately preceding the incident giving rise to the claim.

12. Mineral Services

12.1 For the Mineral Services provided by Mineral Inc., which may include HR Basic, HR Essentials and/ or Guided HR Compliance (“Mineral Services”), CLIENT agrees to the following additional terms:

- 12.1.1 CLIENT shall comply with Mineral’s Terms of Service found [here](#). CLIENT must confirm agreement with the Mineral Terms of Service upon logging into the Mineral platform.
- 12.1.2 If CLIENT is utilizing a private virtual infrastructure physically located outside of the United States, CLIENT agrees not to transmit to Mineral any information, data or technology controlled by the International Traffic in Arms Regulations or otherwise requiring an export license or other regulatory export authorization from the U.S. Government or any other governmental authority.
- 12.1.3 CLIENT grants Paylocity permission to create user accounts for the Mineral Services on CLIENT’s behalf.
- 12.1.4 Notwithstanding anything to the contrary in the Subscription Agreement, In no event shall Paylocity’s total aggregate liability for any and all claims arising from or relating to Mineral Services and CLIENT’s use thereof exceed the aggregate amounts paid by CLIENT to Paylocity for Mineral Services in the twelve (12) month period directly preceding the event giving rise to the claim.

13. Access Management Services

13.1 Access Management Services includes functionality intended to enable CLIENTS to manage their employees’ digital user identities and application access, connecting HR data in Paylocity with IT identity repositories and downstream business applications. Access Management Services includes a partnership with OneLogin, Inc. for its software functionality and Expedient for select managed services (including implementation and other support services).

By using the Access Management Services (“Access Management”), CLIENT agrees to the following additional terms:

- 13.1.1 CLIENT shall comply with the OneLogin Terms found [here](#).
- 13.1.2 CLIENT agrees to the Access Management Support Schedule Terms and the Access Management Implementation Terms found [here](#).
- 13.1.3 CLIENT shall not knowingly utilize any third-party software accessed via Access Management in any application or situation where the failure thereof could directly or indirectly lead to death or serious bodily injury to any person and/or to severe physical or environmental damage.
- 13.1.4 If CLIENT utilizes a private virtual infrastructure physically located outside of the United States, CLIENT agrees not to transmit to Expedient any information, data or technology controlled by the International Traffic in Arms Regulations or otherwise requiring an export license or other regulatory export authorization from the U.S. Government or any other governmental authority.
- 13.1.5 CLIENT grants Paylocity permission to create OneLogin user accounts on CLIENT’s behalf. CLIENT further agrees that billing by Paylocity for Access Management will be based on the total number of OneLogin Users. “OneLogin Users” means any OneLogin user account created by or for CLIENT, including but not limited to, any users created by the integration with Paylocity, third-party directories, by manual entry, or any other CLIENT-driven data entry into the OneLogin system.
- 13.1.6 Notwithstanding anything to the contrary in the Subscription Agreement, in no event shall Paylocity’s total aggregate liability for any and all claims arising from or relating to Access Management and CLIENT’s use thereof exceed the aggregate amounts paid by CLIENT to Paylocity for Access Management in the twelve (12) month period directly preceding the event giving rise to the claim.

14. Headcount Planning

The Headcount Planning Product includes functionality intending to allow CLIENT to: 1) build dynamic hiring plans, automate reconciliations, visualize its organization, provide a dashboard and reporting insight; 2) automate and streamline headcount processes and deliver end-to-end workflows; and 3) align stakeholders in Finance, Recruiting, and HR to increase visibility for teams and budget owners.

15. Beta Features

From time-to-time Paylocity may, in its sole discretion, make available to CLIENT as an early adopter an early access version of a new product, feature a product, or service (in each case, a “Beta Feature”). CLIENT agrees when accessing such Beta Feature it shall comply with the terms of the Subscription Agreement and acknowledges that Paylocity does not guarantee that the Beta feature will be made generally available. CLIENT acknowledges and agrees that the Beta Feature may contain bugs, errors, and other defects, and that CLIENT will use the Beta Feature at its sole risk. CLIENT further acknowledges that its use of Beta Feature is on a voluntary and optional basis. Paylocity has no obligation to provide technical support and may discontinue provision of Beta Features at any time in Paylocity’s sole discretion and without prior notice to CLIENT. These Beta Features are offered “AS-IS”, and to the extent permitted by applicable law,

Paylocity disclaims any liability, warranties, indemnities, and conditions, whether express, implied, statutory, or otherwise. By using Beta Features, CLIENT agrees to receive related correspondence and updates from Paylocity and acknowledges that opting out may result in cancellation and revoked access to the Beta Features.

16. Chatbots

Through CLIENT's use of the Services, CLIENT may interact with automated features including chatbots, digital assistants, conversational experiences powered by artificial intelligence, or similar technologies (collectively, "Chatbots"). CLIENT acknowledges that Chatbots may produce inaccurate or unrelated information and CLIENT is responsible for its use of Chatbots and Chatbot-generated content. Paylocity makes no representations or warranties as to the accuracy or reliability of Chatbot-generated content.

17. PuzzleHR Implementation Services

These terms apply if PuzzleHR implementation support services are specified in the Order. To support CLIENT's implementation of Paylocity's Subscription Services, Paylocity will pay the hourly fees directly to PuzzleHR on CLIENT's behalf for specified implementation support services provided to CLIENT by Puzzle Solutions LLC ("**PuzzleHR**"), an independent third-party provider, not to exceed the hourly cap specified in the Order, subject to the following:

- (i) CLIENT must enter into a separate contract directly with PuzzleHR. Paylocity is not a party to that contract and CLIENT's engagement with Puzzle HR is entirely separate from CLIENT's agreement with Paylocity. Paylocity does not warrant or guarantee the quality of services provide by PuzzleHR and disclaims any and all liability arising from or relating to PuzzleHR and the related implementation services delivered by or on behalf of PuzzleHR.
- (ii) Paylocity's payment to PuzzleHR on CLIENT's behalf does not cover any additional fees, such as travel, accommodation, or other reimbursable expenses, or any additional services, which will in all cases be CLIENT's responsibility.
- (iii) Paylocity is not liable for any damages, claims, losses, disputes, or issues arising out of the contract between CLIENT and PuzzleHR. CLIENT will defend Paylocity against any Claim and will indemnify and hold harmless Paylocity from any Losses arising out of or related to CLIENT's contract with PuzzleHR, without any liability limits or exclusions. Any matters related to the contract between CLIENT and PuzzleHR or performance of services by PuzzleHR must be solely resolved directly with PuzzleHR under the terms of the contract between CLIENT and PuzzleHR.
- (iv) Upon termination or expiration of the applicable Order or Subscription Agreement, Paylocity will only be responsible for payment on CLIENT's behalf of the hourly fees for implementation support services provided by PuzzleHR up to date of such expiration or termination, with no obligation to cover any further fees thereafter.
- (v) The payment contribution provided by Paylocity on behalf of the CLIENT cannot be redeemed, transferred, or applied toward any other services or providers. If the CLIENT terminates the PuzzleHR services, Paylocity will have no further obligation to cover any remaining or future fees. Paylocity's payment contribution hereunder may only be used for specified client-side implementation support services provided to CLIENT by PuzzleHR, as determined by Paylocity in accordance with its standard implementation procedures, and the CLIENT shall use PuzzleHR solely for any responsibilities assigned to CLIENT under the Project Plan issued by Paylocity, unless prior agreed by Paylocity in writing.