



Sage Payroll Services Addendum

This Sage Payroll Services Addendum (this “**Addendum**”) supplements your Agreement with us for your use of the Services (the “**Main Agreement**”) and applies to you when you elect to purchase any Payroll Services.

1. Definitions

As used herein, the following terms have the meanings set forth below. Other capitalized terms used but not defined below have the meaning set forth in the Main Agreement.

“**Payroll Results**” means all data, reports, calculations, results, and any other information generated, produced, or provided to you as a result of your using the Payroll Services.

“**Payroll Services**” means the payroll processing services purchased by you under an Order that refer to this Addendum. Certain Payroll Services are provided by Sage or a Sage Affiliate, and those constitute “Services” under the Main Agreement. Certain services and functionality in the Payroll Services are provided by Third-Party Providers, and those constitute Third-Party Services under the Main Agreement.

“**Third-Party Terms**” means any terms and conditions, including any applicable privacy policy or acceptable use policy, that you must accept or otherwise enter into in order to use any Third-Party Services. We may present Third-Party Terms to you on our Orders or the Third-Party Provider may present them to you while you enroll in or otherwise use the Third-Party Services.

2. Payroll Services and Requirements

2.1. Access. Subject to the terms and conditions of the Main Agreement, this Addendum, and any applicable Third-Party Terms, and your payment of all applicable fees, we grant you a limited-term, non-exclusive, non-sublicensable, non-transferable (except as expressly permitted in the Main Agreement) right to access and use the Payroll Services specified in your Order(s) solely for your internal business purposes.

2.2. Your Obligations. You will timely provide complete and accurate information as necessary for us to provide the Payroll Services, and you will ensure that such information is kept complete and accurate at all times. You also will review all Payroll Results for accuracy on a timely basis. You will promptly notify us if you become aware of any error or issues impacting the accuracy of Payroll Results.

2.3. Intended Use. You are solely responsible for ensuring that your use of the Payroll Services meets your intended purposes.

2.4. Record Retention. Notwithstanding anything in the Main Agreement to the contrary, the Payroll Services do not include record-keeping services and you are responsible for retaining copies of all Customer Data relating to the Payroll Services and all Payroll Results to the extent required by applicable law or your own record-keeping policies.

2.5. Fines and Penalties. You will be responsible for any penalties, interest, or similar fines imposed by tax authorities due to missing, inaccurate, or incomplete information that you provide, including those penalties, interest, or similar fines relating to the improper payment of taxes or wages. You will also be responsible for all penalties, interest, or similar fines resulting from your failure to verify the accuracy of Payroll Results.

3. Additional Customer Indemnify for Payroll Services

In addition to your obligations under section 10.2 (Indemnification by You) of the Main Agreement and subject to section 10.3 (Indemnification Procedure) of the Main Agreement, you will indemnify and hold us and our Affiliates, officers, directors, employees, and agents harmless from and against any and all damages to the extent arising from (i) your breach of this Addendum; (ii) any fraudulent or criminal acts committed by you or your agents or employees, or (iii) your unlawful or unauthorized use of the Payroll Services.

4. Disclaimer of Warranties

IN ADDITION TO THE DISCLAIMER OF WARRANTIES SET FORTH IN SECTION 9.2 (WARRANTY DISCLAIMER) OF THE MAIN AGREEMENT, WE DO NOT WARRANT THAT THE PAYROLL SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS OR THAT PAYROLL RESULTS WILL BE ACCURATE OR RELIABLE.

5. General Terms

In the event of an express conflict between this Addendum and the Main Agreement, the terms of this Addendum prevail. Any agreement between the parties concerning the Health Insurance Portability and Accountability Act (HIPAA) does not apply to the Payroll Services.