

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9585

DATE 12-8-22

TITLE

RESOLUTION ACCEPTING A CONTRACT WITH PAYTIME FOR ONLINE HUMAN RESOURCES AND PAYROLL SERVICES

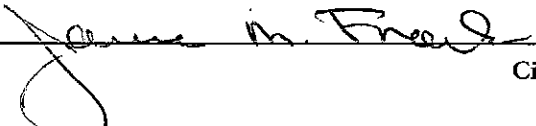
WHEREAS, the City of Williamsport's employee & retiree database and payroll software was installed in the 1990s and is no longer supported by the vendor, and, therefore, the City faces the potential to lose historical data and the ability to run payroll, run year-end reports required by the Affordable Care Act, and to file payroll taxes if the system were to fail.

WHEREAS, Paytime, Inc. offers an online platform for managing employee data and streamlining employee time keeping, payroll, tax filings, and ACA reporting at a cost of \$3,500 for implementation fees and \$28,248 for annual fees.

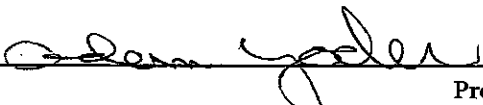
WHEREAS, the City has applied for funding through the PA Department of Community and Economic Development's Strategic Management Planning Program (StMP) to cover 70% of the implementation fees and first year's annual fees. Subsequent annual fees would thereafter be built into the City's budget.

NOW THEREFORE, BE IT HEREBY RESOLVED, the Williamsport City Council of the City of Williamsport accepts the agreement with Paytime, Inc., and the appropriate City officials are hereby authorized the execute the attached agreements.

Approved



City Clerk



President



Human Capital Management Service Agreement

This Human Capital Management Service Agreement ("Agreement") is made and entered into as of _____, by and between Paytime Harrisburg, Inc. ("Paytime") and _____ ("Client"). In consideration of the mutual agreements and covenants set forth herein, Paytime and Client hereby agree as follows.

1. DEFINITIONS

The following terms shall have the meaning given below when used in this Agreement.

"Service" refers to the Payroll, HR and/or Time & Labor Management services selected by the Client on the Fee Proposal as provided by Paytime.

"Business Day" is any day on which Paytime is open for business and the Federal Depository is open for business.

"Check Date" refers to the date on which Client pays its employees using the Service in accordance with the Agreement.

"Payroll Submission Date" refers to the date on which the Client, prior to the required cutoff time, approves and submits to Paytime its Payroll Information.

"Software" means the computer software programs (including third party software, libraries or other components embedded in such programs), in object code form only, and related documentation, and all future modifications and enhancements thereto created by or for the Application Service Provider or Paytime.

"Application Service Provider" ("ASP") refers to the third party licensing the Software to Paytime.

"Client Data" means all (i) documentation and data provided by Client to Paytime, including information regarding Client's employees, employee beneficiaries and dependents, payment recipients, and other third parties (ii) Client's user names, passwords, or other information related to access to the Software or Paytime's services; and (iii) Personal Information.

"Security Breach" means any unauthorized access, acquisition, use, disclosure, exfiltration, or theft of Personal Information by any party, including Client's vendors or employees, or other third parties (including bots, malware, or other computer programs) that results from the unauthorized access, acquisition, use, disclosure, exfiltration, or theft of client's user names, passwords, or other information related to access to the Software or Paytime's services, while such information was in the possession or control of Client.

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“Personal Information” means any Client Data that is protected under any state or federal statute.

“Setup Information” means all information related to conversion and provided directly to Client for review. Setup information includes but is not limited to information used to calculate employee net pay amounts, make payments to employees, payroll tax agencies, or any other third parties, track Client-defined employee benefits, and produce payroll tax returns and W-2 statements.

“Authorized Users” means any employee of Client or authorized user of Client in accordance with an executed Agent Access Agreement who has the ability to access any or all of Client’s company or employee information through the System.

“Payroll Information” means all data or instructions necessary for Paytime to calculate net pay amounts, make applicable payments, create and file applicable reports and returns, execute special handling requests, or otherwise completely and accurately perform the Service. Payroll Information includes, but is not limited to, pay rates, hours worked, deduction amounts, employer identification numbers, tax withholding rates and frequencies, account information for payments, employee names and identification information, and employee status.

“Confidential Information” is defined as all information, data, files, systems, software, and other materials provided by Client to Paytime or by Paytime to Client, including, but not limited to i) all Paytime or ASP computer programs, the Software (including object and source code), technical know-how or ideas; ii) all manuals, systems documentation, confidential reports, correspondence, memoranda, documents, contracts (excluding this Agreement) or other materials exchanged by the parties; iii) all business information, tactics, or materials of Paytime or ASP; iv) Personal Information; v) Client Data; and vi) other information related to Paytime or Client’s employees; ASP, or information related to the Software. Confidential Information shall not include information that i) is in the receiving party’s possession at the time of disclosure; ii) becomes known publicly, before or after disclosure, other than as a result of receiving party’s or a third-party’s improper action or inaction; or iii) is approved for release in writing by the disclosing party.

2. SERVICE:

Paytime agrees to provide the Service to the Client pursuant to the terms and provisions of this Agreement. Paytime is providing support, implementation, training and management of the software configuration.

3. TERM:

This Agreement commences upon the date of signing of this Agreement and will remain in effect until either Paytime or Client terminates the Agreement with thirty (30) days’ advance notice in writing.

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4. CLIENT OBLIGATIONS:

- a. Client is responsible for the input, maintenance and accuracy of their data within the Software. Paytime will have no obligation or responsibility to oversee the input, maintenance and accuracy of Client Data. Client is responsible for performing all required procedures in a timely manner. Client is solely responsible for controlling access to the Software and shall establish its own user names, passwords and security measures as indicated through the software application or otherwise.
- b. Client shall notify Paytime within 2 days of any Security Breach involving Client Data. Client is responsible for providing statutorily required notice, at its own expense, as the result of a Security Breach. Client will consult with Paytime in good faith regarding the timing and content of such notice.
- c. A minimum of ten (10) Business Days before Client's first payroll submission date, the Client will ensure the submission of all information Paytime requires to provide the Service, including, but not limited to:
 - i. The executed Agreement and powers of attorney for state, federal and local payroll taxing jurisdictions, as applicable;
 - ii. Applicable employer identification numbers;
 - iii. Payroll data for each of Client's employees; and
 - iv. Any additional information or documentation requested by Paytime, including but not limited to information outlined in the Set Up Package.

Paytime will notify the Client when the conversion process has been completed and Client can begin using the Service. The Client shall, prior to its first payroll submission date, review the Setup information for completeness and accuracy. Client must correct missing or incorrect Setup Information by notifying Paytime in writing before the first payroll is processed.

- d. All Authorized Users of Client who access the Software shall be required to use two factor authentication throughout the Term of this Agreement.
- e. Client is responsible for complying with all federal, state and local laws and regulations.
- f. Client agrees that, by using the Service to submit Payroll Information to Paytime that Client has approved Payroll Information. Client is responsible for reviewing all payrolls submitted for processing for accuracy. Final audit responsibility rests with the Client. Paytime will not be responsible for verifying accuracy of any Payroll Information the Client provides to Paytime.
- g. Client is responsible for registering for new tax accounts, including state and local accounts. Client is also responsible for closing any tax accounts that are no longer deemed necessary by Client. Client must forward the following items to Paytime:
 - i. Federal, State and Local Tax ID numbers
 - ii. Tax Rate Change and Filing Frequency Notifications
 - iii. All current year State Tax Withholding, Unemployment and Local Returns



iv. Tax Notices or Inquiries Pertaining to a Payment or Return filed by Paytime

5. PAYTIME'S OBLIGATIONS:

- a. Paytime, its employees and agents, will hold in strict confidence all of Client's data and will not release that data to anyone other than the Client unless specifically instructed by Client. However, if Paytime, its employees or agents, release any data because of a reasonable belief that Client had consented to such disclosure, then Paytime will not be liable for any such release of data.
- b. Paytime is providing the Service through a cloud-based, third-party Application Service Provider and will not take any steps to interrupt the availability of the Service through the ASP.

6. FUNDING:

Prior to each Check Date or any other applicable settlement or due date, Client authorizes Paytime to initiate debit entries to the Client's Account(s) specified in the Set Up Package ("Account(s)") at the depository financial institution(s) specified in the Set Up Package, and to debit the Client's Account(s) for disbursements in such amounts as are necessary to (a) fund Client's direct deposits, (b) pay any fees or charges associated with the Service, (c) pay Client's payroll taxes, (d) fund checks on behalf of Client drawn on an account of Paytime, (e) pay any debit, correcting or reversing entry initiated pursuant to this Agreement which is later returned to Paytime, and (f) pay any other amount that becomes owed under this Agreement.

Client agrees that it will maintain in Client's Account(s), as of the applicable settlement date and time immediately available, funds sufficient to cover all disbursements. Client's obligation to pay Paytime for each disbursement matures at the time Paytime transmits or otherwise delivers the applicable credit entry to the Automated Clearing House ("ACH"). Amounts that are withdrawn from Client's Account(s) by Paytime for payment of payroll taxes (the "Payroll Tax Account") and for any other payments, including but not limited to, those to employees or third parties, will be held by Paytime until such time as Paytime remits such payments, and no interest will be paid to Client on those amounts.

Paytime reserves the right to charge a \$150 returned-items fee for each Non-Sufficient Fund transaction or any other transaction, including but not limited to billing and direct deposit transactions (employers), that results in funds being returned by Client's financial institution. Paytime reserves the right to charge a \$15 fee for each employee direct deposit return item due to reasons including, but not limited to, incorrect bank account numbers or closed bank accounts.

If Client does not have sufficient funds in Client Account(s) to pay such disbursements or other amounts due under this Agreement at the time required, or if Client refuses to pay, Paytime may: (i) debit the Payroll Tax Account, or any account owned in whole or in part by Client, to pay such disbursements, or any other amounts due, (ii) refuse to pay direct deposits, (iii) refuse to pay any collected but unpaid payroll taxes, (iv) refuse to fund and

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release checks drawn from an account of Paytime, (v) refuse to perform further services or change the type of service provided immediately, and/or (vi) immediately terminate the Service and this Agreement. Paytime may recover from Client any costs including, without limitation, reasonable attorney's fees and expert witnesses' fees Paytime may incur in connection with any termination of this Agreement or collection of amounts due, and Client will indemnify and hold Paytime harmless from any and all claims that any employees or other entities may have as a result of the failure of Client to properly fund the Client Account(s) and Payroll Tax Account.

If Direct Deposit liabilities are estimated to meet or exceed \$500,000 for a pay cycle, the client will be required to process and submit all payrolls two (2) business days prior to check date. In addition, Paytime reserves the right to require Client to initiate a same day fed wire for the entire payroll if any transaction type exceeds \$500,000. If any employee is paid \$100,000 or more via direct deposit or if a payroll is unusually large, Paytime will require all ACH transactions related to that payroll to be paid via a wire.

Paytime reserves the right to modify the schedule above at any time for any reason with advanced written notice given to the Client.

All payrolls must be submitted a minimum of two (2) Business Days prior to Check Date. In addition, Paytime reserves the right to change Client's Check Date if payroll is submitted less than two (2) Business Days prior to Check Date.

Debit Blocks

For those clients with debit blocks on their bank accounts, you will need to allow Paytime to debit your account for various items, including but not limited to, taxes and service fees. Upon set up with our ACH Processor, your Paytime account representative will contact you with further information and instructions. Also, please contact your bank after your first payroll is processed to inform them of the amounts you expect to be debited from your account. This information can be obtained within the Software immediately upon payroll submission. A \$150 fee per item returned will be assessed to Client for any returns that result from debit blocks.

Client agrees to one of the following schedules:

Schedule 1

Direct Deposits: Transfer of funds occurs one Business Day prior to check date*

Taxes: Transfer of funds occurs on check date

Billing: Transfer of funds occurs on check date

Initial and Date: _____

-OR-



Schedule 2

For clients utilizing the Paytime Check service (i.e. funds drawn from Paytime account):

Direct Deposits: Transfer of funds occurs one Business Day prior to check date*

Paychecks: Transfer of funds occurs three Business Days prior to check date

Agency: Transfer of funds occurs three Business Days prior to check date

Taxes: Transfer of funds occurs on check date

Billing: Transfer of funds occurs on check date

If the transfer occurs less than three (3) Business Days before check date for Paytime Check items, Paytime reserves the right to require the client to initiate a same day fed wire in the amount of the Paytime Check transfer for the appropriate transactions type. Client will be responsible for all fees associated with the wire.

Initial and Date: _____

7. SERVICE FEES:

Client agrees to pay Paytime for the Service in accordance with the fees set out in the Fee Proposal. All per pay or per month fees for the Service will be billed by Paytime and payable by Client upon initial Check Date or for the month in which the initial Check Date falls. Client will also reimburse Paytime for sales, use and similar taxes arising from this Agreement that federal, state or local governments may impose. In addition, the Client will be charged the Base Fee and Tax Filing Fee for each scheduled pay day, as determined before Service begins, regardless of the dollar amount of the payroll processed, including a zero payroll. Any subsequent request for corrections will be considered special handling and additional fees may be charged. **All Service Fees will be electronically debited from the Client's designated bank account on each check date.**

An Implementation Fee will be charged in accordance with the Fee Proposal to cover training of appropriate personnel and set up of certain information to enable the Client to utilize the Service. This Fee will be non-refundable, and due upon signing of this Agreement. Paytime will generate an invoice and an electronic debit for this fee.

Client is expected to provide information timely, and due dates/milestones will be communicated to Client. If the Client does not meet these milestones, then Paytime reserves the right to charge and electronically debit the following fees: 1. For first missed milestone, a fee equal to 25% of the Implementation Fee, and 2. For second missed milestone, a fee equal to 50% of the Implementation Fee. Any further delays beyond this will be addressed by Paytime in an appropriate manner.

Paytime reserves the right to charge an additional fee in accordance with our current price book for each request for additional basic training due to turnover within your organization.



In addition, the following items will also be charged at their current price:

- a. Additional delivery charges
- b. Additional training due to turnover within your organization
- c. Technical development time specific to custom report requests
- d. Filing zero tax returns for a quarter for inactive or seasonal accounts
- e. Amended tax returns
- f. Reprinting or reproducing quarterly tax returns
- g. W-2 reprints
- h. Stop payment fees (applies to Paytime Check service)
- i. EIN changes
- j. Client requests Paytime to pay penalty and/or interest which are Client responsibility
- k. Tax Notice resolution for notices not caused by Paytime

8. SERVICE CHANGES:

Paytime may modify the terms, conditions, and fees of this Agreement at any time with 30 days written notice to Client. If Client does not accept the changes, Client must provide Paytime notice in writing and this Agreement will be terminated within 30 days of that written notice

9. TAXES:

Client acknowledges that Paytime will not be responsible for performing the payroll tax portion of the Service (including, without limitation, depositing of payroll taxes and filing of payroll tax returns) until Client's first Check Date. Client agrees that it will make all payroll tax deposits for liabilities incurred prior to Client's first Check Date unless otherwise agreed to, in writing, by Paytime. Client further acknowledges that Paytime will not be liable for Client's failure to pay any required payroll tax liabilities or file required payroll tax returns for periods prior to Client's first Check Date.

Paytime provides the following services for Tax Filing Clients:

- a. Impound Federal, State, Local and LST payroll tax funds on Check Date
- b. Pay Federal, State and Local payroll taxes impounded from Client on or before the due date
- c. Prepare and submit LST payments
- d. Complete and submit Quarterly and Annual tax returns for federal, state, and local taxing authorities, including LST
- e. Submit W-2's to Social Security Administration (SSA), and State and Local tax authorities
- f. In the event Client or Paytime receives a notice or inquiry for information pertaining to a payment or return prepared and filed by Paytime, we will research and respond to the tax agency.
- g. If Paytime makes an error that results in a notice, we will resolve it and pay any penalty and/or interest that is due after all attempts have been made to abate the penalty provided Client has provided the notice in a timely manner.

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Client acknowledges the following:

- a. Client will be solely responsible for all penalties, interest or other fees incurred as a result of incomplete or erroneous information supplied by the Client. This includes, but is not limited to, Client's failure to notify Paytime of rate changes, filing frequency changes, incorrect information provided at Set Up, and late payment due to a returned impound of tax funds.
- b. Should Paytime agree to assist in the resolution of any tax issues that are the sole responsibility of the Client under this Agreement, then Paytime reserves the right to charge additional fees for this work.
- c. Client is responsible for registering with each state and local tax authority, and for notifying the appropriate tax authority if any account should be closed.
- d. Paytime intends to file forms 940, 941 and 944 electronically with the IRS. If Client does not want Paytime to file these forms electronically, Client must provide Paytime with written notification within 30 days of the first payroll processed by Paytime.
- e. Client is required to comply with all IRS regulations, including the responsibility for the timely filing of employment tax returns and the timely payment of employment taxes for your employees, even if you have authorized a third party to file the returns and make the payments. Therefore, the Internal Revenue Service recommends that you enroll in the US Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at www.eftps.gov or call (800) 555-4477 for an enrollment form. State tax authorities generally offer similar means to verify tax payments. Contact the appropriate state offices directly for details.

10. COMPLIANCE WITH ACH RULES:

Client acknowledges that, in order to put into effect the Services, which include ACH transactions,

Client will be the Originator (as defined by the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines) of the employee data which creates ACH transactions, and will follow and be bound by the rules for ACH Originators as adopted from time to time by NACHA.

Client agrees that it has assumed the responsibilities of an Originator under the ACH Rules and acknowledges that entries may not be initiated in violation of the laws of the United States. Client authorizes Paytime's ACH Processing Company to originate ACH transactions on behalf of the Client. Client must retain and provide upon request copies of each employee authorization forms for two years after they expire. Client acknowledges that Paytime or Paytime's ACH Processing Company may terminate the agreement to originate ACH transactions on behalf of the Client if Client is not in compliance with this section of the Agreement.

11. TIME & ATTENDANCE EQUIPMENT:

If Client rents Time & Attendance Equipment ("Equipment") from Paytime as part of the Service, the following terms apply:

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- a. Paytime will provide the Equipment to the Client by rental on a month-to-month basis.
- b. Should Client terminate services with Paytime, all Equipment must be returned in working condition to Paytime at the Client's expense within 30 days of such termination. If Client fails to return the Equipment within this time period, Paytime will invoice Client for the then list price of the Equipment.
- c. Client will be responsible for insurance that covers the Equipment for damage.
- d. Client shall not make any alterations to Equipment, and Client shall not remove the Equipment from the place of original installation without Paytime's prior written consent. Paytime reserves the right, at its sole discretion and at no additional cost to Client, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.
- e. Client shall not sell or encumber the Equipment.

12. CONFIDENTIALITY:

- a. Each party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither party shall disclose to third parties the other party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party. The obligation of confidentiality shall remain for as long as the Confidential Information is in Paytime's possession.
- b. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (i) to any consultants, contractors, and counsel who have a need to know in connection with this Agreement and have executed an equally protective non-disclosure agreement with the disclosing party, or (ii) by operation of law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under this Agreement; provided, the disclosing party shall, unless legally prohibited, provide the non-disclosing party with reasonable prior written notice sufficient to permit the non-disclosing party an opportunity to contest such disclosure. Provided, however, the parties recognize that the Client is subject to the Right to Know Law, and that, at a minimum, this Agreement must be provided to the public if requested.

13. GENERAL:

- a. This Agreement does not relieve Client of Client's obligations under federal and state laws or regulations to retain and secure records relating to data contained in Paytime's files.
- b. This Agreement, which includes the Fee Proposal and Credit Report Agreement, constitutes the entire, final Agreement between Paytime and Client regarding Service, and there are no other oral or other written representations not contained in this Agreement. This Agreement may not be changed, altered, or amended without written consent of both Parties.
- c. If Client chooses any Marketplace options, Client understands that a separate agreement may need to be executed for each option chosen.

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- d. All Client Data is the property of the Client. If Client requests Paytime to access or retrieve any of Client's Data, Paytime reserves the right to charge an additional fee to retrieve that data of Client and will advise Client of the fee charged in advance of completing the task. Paytime reserves the right to deny Client's request to assist in the retrieval of any of Client's Data.
- e. Paytime is providing the Software on an "as is" basis. Paytime will not be liable for any service interruptions caused by failure of equipment, software or services provided by the ASP or failure of communications, power outages, or other interruptions not within the complete control of the ASP and Paytime even if Paytime or the ASP or its providers or suppliers knew or had been advised of the possibility of such loss.
- f. In no event shall Paytime be held liable for any incidental, special, consequential, or punitive damages including, but not limited to, loss of profits, loss of business or loss of business opportunity. This limitation includes any liability arising out of third-party claims for any cause whatsoever made against Client.
- g. The liability of Paytime is limited to the amount paid by Client to Paytime under the terms of this Agreement for the most recent 12 months in which the Software was available for use by Client provided, however, that Client must prove that any interruption in service was caused in whole by Paytime. Paytime shall not be liable for performance deficiencies caused or created by Client's equipment or the Client's site or Client's users' equipment and services. Paytime does not warrant that the service or equipment provided by the ASP online will perform at a particular speed, bandwidth, or data throughput rate, therefore, Paytime shall not be liable for failure to perform in accordance with any documentation, particular bandwidth, or data throughput rate. Paytime and Client acknowledge that, despite existing security measures taken, information transmitted, received or accessible through the Internet may be subject to unauthorized interception, diversion, corruption, loss, access and disclosure. As such, Paytime does not warrant that the Service will be uninterrupted, error-free or completely secure. Paytime makes no other warranties, representations, express or implied, concerning service, equipment and software and disclaim warranties of fitness for a particular purpose, merchantability, non-infringement and any other warranty implied by law.
- h. Client shall indemnify and hold Paytime harmless from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from any performance under the terms and conditions of this Agreement, except to the extent that such claims, damages, losses and expenses are due to the sole negligence of Paytime.

Paytime shall indemnify and hold Client harmless from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from any performance under the terms and conditions of this Agreement, except to the extent that such claims, damages, losses and expenses are due to the sole negligence of Client.

- i. Any disputes under the terms of this Agreement or any claims of any type made or resulting from this Agreement shall be subject to jurisdiction in the

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Court of Common Pleas of Lycoming County, Pennsylvania exclusively. Paytime acknowledges and agrees to this jurisdiction provision.

- j. All ACH and check transactions related to Payrolls initiated less than two days from the Check Date will not be guaranteed by Paytime.
- k. For any checks drawn on a Paytime bank account (Paytime Check) that have been outstanding greater than six (6) months, Paytime will return the funds to the Client, and the Client is responsible for remitting and reporting any and all unclaimed property to the appropriate state agency as it relates to payroll checks. In addition, the Client will be responsible for any and all related stop payment fees.
- l. Notwithstanding anything herein to the contrary, Client agrees and acknowledges that it assumes all risk, loss, and damage that arises from Client either inputting or providing incorrect data, information, dates, or formulas to Paytime that are used by Paytime in the provision of Services. Paytime makes no representation or warranty with respect to the accuracy or validity of information provided pursuant to the Services that may be based upon faulty or incorrect data, information, dates, or formulas provided by Client. Client hereby agrees that it will immediately notify Paytime when it becomes aware that it has provided or input incorrect or faulty data, information, dates, or formulas with respect to the Services so that Paytime can address the matter. Client hereby agrees to indemnify, defend, and hold harmless Paytime from any and all losses, claims, damages, judgments, expenses, and costs it incurs because Client (or its employees or agents) has provided or input incorrect or faulty data, information, dates, or formulas to Paytime with respect to the Services.
- m. Paytime will not be responsible for the maintenance, security, or protection of protected health information (as defined by the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. parts 160-164) and the HITECH Act (collectively "HIPAA")), or compliance with any related laws, including HIPAA, that apply to protected health information. Paytime shall consider any protected health information provided by Client to be inadvertently or accidentally disclosed by Client. Paytime shall have no responsibility to identify and notify Client of any inadvertent or accidental disclosure of protected health information by Client.
- n. Paytime is not responsible for any loss of time or data, nor responsible for any additional work incurred by Client, in the event that there is an outage of the application by the ASP due to software upgrades, internet failures, routine maintenance or other outages that cause a loss of data or information to Client.
- o. Client has waived and released any claim against Paytime arising out of errors in the Payroll Information which the Client has not itself corrected or has not requested (in writing) Paytime to correct.

14. REQUIRED LICENSE TERMS:

Client understands and agrees to comply with the following as required by ASP which are not negotiable:

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- a. To operate and process the Software and use the Service for its own internal business purposes only, without the right to further sublicense;
- b. To use the Software in object code form only;
- c. Not to decompile, disassemble or reverse engineer the Software;
- d. That the license to use the Software and the Service is limited based upon authorized Usage;
- e. Not permit use of the Software or the Service (including timesharing or networking use) by any third party (other than Client or authorized user of Client in accordance with an executed Agent Access Agreement);
- f. Not remove the Equipment from the place of original installation without Paytime's prior written consent nor sell or encumber the Equipment;
- g. To grant permission to combine Client's business data with that of other clients in a manner that does not identify the Client or any individual in order to evaluate and improve the services offered to clients;
- h. That the sublicense agreement inures to the benefit of the licensors of software and other applications, and that such licensors may directly enforce the terms of the sublicense agreement in order to protect their interests in the Software and the Service.
- i. To take all reasonable steps to ensure that no unauthorized persons have access to the Service, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement;
- j. To ensure that the Client has the right to publish and disclose the data and other content Client includes in the Service, and that the Content will not (i) infringe or violate any third-party right, including (but not limited to) intellectual property, privacy, or publicity rights; (ii) be abusive, profane, or offensive to a reasonable person; or (iii) be hateful or threatening;
- k. That Client shall not (i) use, or allow the use of, the Service or the Content in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (ii) introduce into the Service any virus or other code or routine intended to disrupt or damage the Service, or alter, damage, delete, retrieve, or record information about the Service or its users; (iii) excessively overload the systems used to provide the Service; (iv) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan (including without limitation the use any tool designed to automatically emulate the actions of a human user in connection with such testing); or (v) otherwise act in a fraudulent, malicious or negligent manner when using the Service; and
- l. That Client will acknowledge and agree that use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CLIENT ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CLIENT INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CLIENT ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.



15. ACKNOWLEDGEMENT OF DISCLAIMERS

Client acknowledges that Paytime's delivery of the Service is subject to all disclaimers of warranties and liabilities from the provider ASP. Client accepts and agrees to be bound by all such disclaimers of warranties and liabilities, which are incorporated herein and made a part of this agreement and are as follows:

The ASP represents and warrants that the Service, under normal operation as specified in the published documentation for the Service and when used as authorized herein, will perform substantially in accordance with such documentation during the Service Term.

ASP represents and warrants that Client Data is protected in accordance with the ASP SOC 2, as of the date of its Agreement with Paytime and until the termination or expiration of its Agreement with Paytime, whichever comes first. Paytime and ASP each represent and warrant that they have, and will maintain, policies of insurance that provides coverage for Data Incidents in an amount of not less than \$1,000,000.00. Paytime agrees to make Certificates of Insurance for all insurance coverages available to ASP at ASP's request and ASP agrees to make Certificates of Insurance for all insurance coverages available to Paytime at Paytime's request.

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CLAIM IS BASED ON ANY LEGAL THEORY, CONTRACT WARRANTY, TORT, STRICT LIABILITY, OR OTHERWISE.

ASP SHALL NOT BE LIABLE TO CLIENTS OR OTHER THIRD PARTIES FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO: (I) DAMAGES CAUSED BY PAYTIME'S FAILURE TO PERFORM ITS COVENANTS AND RESPONSIBILITIES, BY REASON OF ASP'S NEGLIGENCE OR OTHERWISE; (II) DAMAGES CAUSED BY REPAIRS OR ALTERATIONS DONE WITHOUT ASP'S WRITTEN APPROVAL; OR (III) LOSS OF DATA, PROFITS OR USE OF THE SERVICE OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICE.

PAYTIME ACKNOWLEDGES THAT DESPITE SECURITY MEASURES TAKEN, ALL INFORMATION TRANSMITTED, RECEIVED OR ACCESSIBLE THROUGH THE INTERNET MAY BE SUBJECT TO UNAUTHORIZED INTERCEPTION, DIVERSION, CORRUPTION, LOSS, ACCESS AND DISCLOSURE. AS SUCH , EXCEPT WITH RESPECT TO LIABILITY ARISING FROM ASP'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ASP DISCLAIMS ANY AND ALL LIABILITY, INCLUDING SUCH LIABILITY RELATED TO A BREACH OF SECURITY OR DISCLOSURE, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING VIRUSES, TROJAN HORSES, AND WORMS), CONTENT, THIRD PARTY UNAUTHORIZED ACCESS OF THE SERVICE, EQUIPMENT OR SOFTWARE OR SYSTEMS, OR MACHINE ERROR. ASP'S LIABILITY FOR DAMAGES UNDER ITS AGREEMENT WITH PAYTIME SHALL NOT EXCEED TWO TIMES THE TOTAL MONTHLY SERVICE FEES PAID BY PAYTIME FOR USE OF THE SERVICE DURING THE 12 MONTHS PRECEDING ANY CLAIM FOR ANY AND ALL CLAIMS INDIVIDUALLY AND IN THE AGGREGATE.

LABOR AND TAX LAWS, AND RELATED REGULATIONS AND/OR RESTRICTIONS CHANGE FREQUENTLY AND THEIR APPLICATION CAN VARY WIDELY BASED UPON THE SPECIFIC FACTS AND CIRCUMSTANCES INVOLVED. IN NO WAY WILL PAYTIME'S ACCESS RIGHTS GRANTED TO THE SERVICE OR THE ASP'S OBLIGATIONS UNDER ITS AGREEMENT WITH PAYTIME BE DEEMED TO BE LABOR, TAX OR OTHER LEGAL ADVICE. ASP DISCLAIMS ANY AND ALL RESPONSIBILITY FOR THE ACCURACY OR ADEQUACY OF ANY POSITIONS TAKEN BY PAYTIME, ITS OFFICERS, EMPLOYEES, MANAGERS, MEMBERS OR AFFILIATES, OR PAYTIME'S CLIENTS, OR ANY OTHER PARTY IN ANY LABOR REPORT, TAX FILING AND/OR RETURN(S) OR ANY OTHER REPORTS AND/OR FILINGS.

Paytime™

The parties have entered into this Agreement as of the day and year first above written.

Paytime Harrisburg, Inc.

Witness

By: _____

Name: _____

Title: _____

James M. Franz _____

Witness

Client Name

By: *Dick Slaughter*

Name: *Dick Slaughter*

Title: *Mayor*

Person signing acknowledges that he/she is authorized to enter into this Agreement on behalf of the Client.

Date: 9/28/2022
 Expires: 4/1/2023
 Sales Rep: Ryan Strickler

City of Williamsport



Payroll Fees

Item	Qty	Price	Extended Price
Checks/Vouchers/Transactions	160	\$1.75	\$280.00
Base Fee (Includes Basic Delivery)	1	\$23.00	\$23.00
Full Tax Filing	1	\$25.00	\$25.00
Direct Deposit*	1	\$17.00	\$17.00
General Ledger	1	\$10.00	\$10.00
401K Submission	0	\$25.00	\$0.00
Additional States (\$6.00 each)	0	\$6.00	\$0.00
3rd Party Payments (\$2.00 per agency)	4	\$2.00	\$8.00
Labor Law Poster Services (includes updates)	1	\$4.00	\$4.00
* Contingent upon Credit Authorization			
			Estimated Cost Per Pay \$367.00

Human Capital Management Fees

Item	Qty	Price	Extended Price
HCM (Per Employee/Per Month)	160	\$6.00	\$960.00
ACA Compliance Module + Form Generation	160	\$1.00	\$160.00
			Estimated Cost Per Month \$1,120.00

Implementation and One-Time Fees

Item	Price
Complete Implementation Fee	\$3,500.00

Year End Fees

Item	Price
W-2's	\$6.00 Per Paid Employee
W-2 Base	\$60.00 End of Year

Marketplace Items

Item	Monthly Price
Paytime Resource Center - HR Consulting Service	\$25 per month
E-Verify	\$75.00 Setup / \$2.50 Per Verification
Applicant Tracking/Recruiting	\$10 Per Open Posting/Month
eQuest Premium Job Board	\$15 Flat Fee Per Job Requisition
Carrier Feeds	\$650.00 Setup per carrier feed / \$.80 per enrolled employee per month Minimum \$75 per month
Carrier Feeds with 360 401k Integration	\$1950 Setup / \$1.25 per employee per month
ZayZoon Earned Wage Access Service	No Charge to the Employer / \$5 charge to employee per transaction
Background Checks	Pricing available upon request

Signature _____

Paytime

Title _____

Name _____

Date _____