

## Services Agreement Addendum for California Consumer Privacy Act

Client currently has a service agreement with Paychex Inc., or its affiliates, (collectively “Paychex”) for the provision of Services to Client (“Agreement”). Pursuant to this Services Agreement Addendum for California Consumer Privacy Act (“Addendum”), Client agrees to amend its Agreement by adding the following terms and conditions relating to compliance with the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq., as amended, and related regulations, as may be further amended from time to time (collectively, the “CCPA”). Unless defined by the CCPA, the capitalized terms herein shall be ascribed the same meanings as defined within the Agreement. In the event of a conflict between this Addendum and the Agreement, this Addendum will control. This Addendum (Rev. 8/5/2025) is not intended to modify or replace any other provision of the Agreement, except as set forth herein, and is effective as of January 1, 2023.

- 1. Applicability.** This Addendum shall only apply where Paychex is Client’s Service Provider, as defined in and covered by the CCPA, and processes Client Personal Information for the business purpose of providing Client with Services specifically as selected and as detailed in the product terms and conditions section(s) of the Agreement(s), including as amended from time to time, and/or as instructed by Client. Nothing in this Addendum is intended to cover Client’s independent obligations pursuant to the CCPA, or for any consumer outside of California. For the purposes of this Addendum, the Client is the “Business” and Paychex is the “Service Provider” (to the extent that such terms apply).
- 2. Processing of Personal Information.** Client instructs and/or has instructed Paychex to collect, process, and disclose Personal Information for limited Business Purposes as contemplated by the Agreement, to provide the Services in accordance with Paychex’ Privacy Policy, the Agreement(s) and this Addendum. Unless authorized by Client, Paychex will not: (a) sell or share the Personal Information; (b) retain, use, or disclose Personal Information for any purpose other than for the Business Purposes specified in the Agreement, including retaining, using, or disclosing the Personal Information for a commercial purpose other than the Business Purposes specified in this Agreement, or as otherwise permitted by the CCPA; (c) retain, use, or disclose the Personal Information outside of the direct business relationship between the Client and Paychex, other than for the Business Purposes as set forth in the Agreement(s), the Paychex Privacy Policy, as authorized by Client, or as permitted by the CCPA; or (d) combine the Personal Information that it receives pursuant to this Addendum with Personal Information that it receives from or on behalf of another person(s), or collects from its own interaction with the individuals, except where authorized under the CCPA. Client shall also have the right, upon 30 days’ written notice, to request Paychex suspend collecting or processing Personal Information if Client reasonably believes Paychex is using Personal Information in an unauthorized manner.
- 3. Client Responsibilities.** Client is responsible for obtaining all necessary consents and/or authorizations to provide the Personal Information to Paychex and for such Personal Information to be used in the manner contemplated by the Agreement, including consents or authorizations pursuant to CCPA. Where Client chooses to customize Paychex’ systems to collect Personal Information for its own employment or other related purposes, not otherwise collected or controlled by Paychex, Client shall be solely responsible for all such obligations in relation to such Personal Information, including those necessary to comply with certain consumer requests or retention obligations.
- 4. Responses to Consumer Requests.** Paychex shall reasonably cooperate and assist Client with meeting the Client’s CCPA compliance obligations in responding to verifiable consumer requests for Personal Information processed and/or collected by Paychex. Client hereby authorizes and instructs Paychex to directly receive requests from its covered consumers, and Paychex shall endeavor to verify consumers and respond directly to consumers on Client’s behalf as set forth in Paychex’ Privacy Policy. Client acknowledges that Paychex’ responses will be limited to the Personal Information that Paychex processes and/or collects and that Client is responsible for any other required compliance obligation(s) in relation to such requests.
- 5. Audit Rights.** Upon no less than 30 days’ written notice, Client may make reasonable and appropriate requests to Paychex to provide documentation verifying its compliance with CCPA or execution of consumer requests. Client requests are limited to no more than one (1) every twelve (12) months.
- 6. Sub-processors.** Client authorizes Paychex to use its own vendors, affiliates, Contractors, subcontractors, or sub-processors (collectively “Sub-processors”) to provide the Services as set forth in the Agreement. Paychex will enter into an agreement with such Sub-processor that binds such Sub-processor to provisions substantially similar to those set forth in this Addendum.
- 7. Indemnification.** In addition to any indemnification provision in the Agreement, Client agrees to hold harmless and release Paychex from any liability relating to Paychex’ collection, transmission, use, or storage of any Personal Information provided by Client that was not authorized, violated applicable Laws or third-party rights, or was otherwise affected without the proper consents and permissions.
- 8. Compliance.** If Paychex determines that it can no longer meet its obligations under the CCPA, Paychex shall notify Client.