



California Montessori Project  
 5330A Gibbons Dr Ste 700  
 Carmichael, CA 95608

Prepared by: David Dent

Number of Employees: 700

**Estimated Monthly Charges**

Product	Based On	Quantity	Unit \$	Total
<b>HCM Cor</b>	Active Employees	700	\$3.00	\$2,100.00
<b>Pro Wage Garnishment</b>	Garnishments	1	\$3.75	\$3.75
<b>Talent Management Bundle</b>	Active Employees	700	\$2.00	\$1,400.00
<i>Paycor Talent Development Pro</i>				
<i>Paycor Learning Management</i>				
<b>Talent Acquisition Bundle</b>	Active Employees	700	\$1.75	\$1,225.00
<b>Workforce Management Pro Bundle</b>	Paycor Time Users	700	\$1.75	\$1,225.00
<i>Paycor Scheduling Pro</i>				
<b>Benefits Bundle</b>	Benefits Eligible EEs	700	\$2.50	\$1,750.00
<i>Benefits Advisor Pro</i>				
<b>Premium Support - Per Employee</b>	Active Employees	700	\$2.00	\$1,400.00
<b>Premium Support - Monthly Fee</b>	Active Payrolls	1	\$1,000.00	\$1,000.00
			<b>Subtotal</b>	<b>\$10,103.75</b>



**Estimated Annual Charges**

Product	Based On	Quantity	Unit \$	Total
ACA YE 1094 Fee	ACA YE 1094 Fee	1	\$75.00	\$75.00
ACA YE 1095 Fee	1095s	700	\$2.00	\$1,400.00
W2 Base Fee	W2 Payroll Count	1	\$75.00	\$75.00
W2 Processing	Employees with YTD Earnings	700	\$6.95	\$4,865.00
			<b>Subtotal</b>	<b>\$6,415.00</b>

Setup Fees	Quantity	Unit \$	Total
Solution Setup Fee	1	\$29,950.00	\$29,950.00
Check Logo	1	\$75.00	\$75.00
Check Signing	1	\$75.00	\$75.00
401KEDI Setup Fee	1	\$500.00	\$500.00
Electronic GL Setup Fee	1	\$500.00	\$500.00
		<b>Subtotal</b>	<b>\$31,100.00</b>

<b>Estimated First-Year Totals California Montessori Project</b>	
Monthly Charges x 12	\$121,245.00
Annual (Year-End) Charges	\$6,415.00
Total of Setup Fees	\$31,100.00
<b>Estimated First-Year Total</b>	<b>\$158,760.00</b>



The client specified above (“You,” “Your,” or “Client”), has executed this Order for Services (“Order”) as of the date set forth below for the products and services identified herein and any subsequent Order issued hereunder. This Order, and any subsequent Orders provided thereunder, and Your receipt of any products or services are governed by and subject to the Provider Terms and all applicable additional terms (each as defined in the Provider Terms, collectively ‘Provider Terms’), a copy of which can be accessed at <https://www.paycor.com/terms-and-conditions-may2023/> (which may be updated from time to time). You acknowledge and agree that Your signature below constitutes Your consent to be bound by this Order, the Provider Terms and any Third-Party Terms (if applicable, as defined in the Provider Terms), and all other applicable terms for services You order. All capitalized terms herein as defined in the Provider Terms.

### Monthly Fees

**Bundled Pricing:** If Client purchases Paycor Services that are subject to bundled pricing, Paycor will begin billing Client monthly Fees for the month during which Client first processes payroll.

**Non-Bundled Pricing:** If Client purchases Paycor Services which are not subject to bundled pricing, Paycor will begin billing Client for Fees either for the month during which the Paycor Service is activated or when Client first processes payroll, whichever occurs later. Paycor will bill all recurring monthly and per processing fees at minimum once per month.

**Services Sold Without Payroll (Non-Payroll Bundles):** Paycor will bill Client for non-payroll bundles on the day Paycor signs the applicable Order. Paycor sends invoices electronically via email only.

Prices for in-application purchases are not included in this Order and will be included in the invoice following the in-application purchase.

**Year End Fees:** Paycor will bill year end fees following the provision of year-end services.

**Miscellaneous Fees:** Any miscellaneous fees accrued will be included on Client’s next regular invoice.

**Payment Terms:** Client will pay all invoices in accordance with the due date set forth on such invoice.

**Volume Based Pricing:** The prices for certain Services as set forth on this Order may be volume and/or transaction based and totals reflected on the Order are based upon estimated volumes as specified by the Client. You will be invoiced based upon the actual quantity of Units as outlined in this Order.

**Minimum Volume or Fee Requirements:** Certain Services may also be subject to a minimum employee count or minimum fee requirement. If You do not meet the minimum requirement for the applicable Services, You may be assessed a minimum fee for such monthly period. Any minimum fee will be considered a Miscellaneous Fee.

**Clocks:** If Client rents or purchases Clocks with time services, the following language shall apply:

**Rented Clocks:** Unless otherwise set forth in the applicable Order, all fees for Rented Clocks shall begin (and shall be invoiced from) the first day of the month in which the Rented Clock is shipped to Client (unless that Rented Clock has been returned) regardless of when in the month those Rented Clock(s) are ordered and shipped to Client.

**Purchased Clocks:** The purchase price for the Purchased Clocks is the amount set forth on the Order (which includes the clock price and an extended warranty), which will be billed and shall be paid by the last day of the month in which the Purchased Clock is shipped to the Client.

### Additional Terms:

**Implementation Recovery Fee.** Notwithstanding anything to the contrary in the Agreement, You understand and acknowledge that as a result of entering into this Agreement: (a) Paycor will expend material time and effort to onboard You into Paycor systems; (b) any Implementation Fees paid by You to Paycor do not fully cover the cost of such onboarding; and (c) that You will owe Paycor a fee (‘Implementation Recovery Fee’) as consideration for such onboarding efforts in the event that:

- (i) Unless otherwise mutually agreed by the parties, You do not commence processing of payroll prior to the six-month anniversary of the effective date of this Agreement, in which case, Paycor may bill the Implementation Recovery Fee after the six-month anniversary of the effective date of this Agreement;
- (ii) You request to terminate the Agreement prior to your first payroll run date, in which case, Paycor may bill the Implementation Recovery Fee upon your request to terminate the Agreement prior to your first payroll run date, or;
- (iii) You fail to reasonably participate in or cooperate with Paycor’s implementation of the Services as determined within Paycor’s reasonable discretion, in which case, Paycor may bill the Implementation Recovery Fee upon your failure to reasonably cooperate with or respond in a reasonably timely manner to Paycor’s efforts to implement the Services prior to your first payroll run date.

The foregoing Implementation Recovery Fee will be not charged if any of (i) (ii) or (iii) result from an uncured material breach of this Agreement by Paycor, as determined within Paycor’s reasonable discretion.

Such Implementation Recovery Fee will be in an amount equal to one-half of the ‘Annualized Total’ provided above, less any amounts actually paid by You under this Agreement (other than Implementation Fees). For the purposes of this section Annualized Total is defined as \$127,660.00. Paycor’s



collection of the Implementation Recovery Fee shall not limit Paycor's right to collect any such amounts as otherwise provided in the terms of the Agreement.

Early Termination Fee Acknowledgement. Initial Here: \_\_\_\_\_

This Order shall become effective on the date of Paycor's signature below ('Effective Date') and shall continue for a term of 36 months from the Effective Date ('Initial Term'). Upon the expiration of the Initial Term, this Order and the Agreement will continue until terminated in accordance with the provisions of the Agreement. If Client terminates any service(s) this Order or the Agreement prior to the expiration of the Initial Term, Client shall provide at least sixty (60) days' written notice to Paycor and Client shall be obligated to pay a termination fee in an amount equal to (1) the monthly fees set forth on this Order multiplied by the number of months remaining in the Initial Term as of the effective date of termination, and (2) any year end fees set forth on this Order for each calendar year remaining in the Initial Term ('Termination Fee'). The foregoing Termination Fee will be not charged if Client's termination of the Agreement is resulting from an uncured material breach of this Agreement by Paycor, as determined within Paycor's reasonable discretion.

Prices may be subject to change if this Order is not accepted 2024-04-06

Except for miscellaneous fees and certain other costs, including but not limited to delivery fees, NSF fees, wire transfer fees and EFT reissue fees, the prices set forth on this Order are guaranteed for 36 (thirty-six) months from the date of Your first payroll run date (the "Price Lock Period").

**Paycor Analytics.** You acknowledge that the Provider Analytics service offering will be added to all affiliated group of entities.

**Benefits Advisor.** The pricing for Benefits Advisor as set forth on this Order is volume based. Once your Benefits Advisor service is live, your invoice will be based upon the number of benefits eligible employees that is communicated to Paycor by your benefits administration provider. Benefits Advisor has a minimum fee requirement which will be considered a Miscellaneous Fee.

**Paycor Learning.** Client agrees and understands that the Paycor Learning Management service and the Paycor Learning Library offering has a minimum quantity of 50 active employees. If Your number of active employees is less than 50, you will be billed for 50 active employees at the \$ Cost per Unit rate included above. Notwithstanding the foregoing, if You are part of an affiliated group of entities that also subscribe to Paycor Learning Management and/or Paycor Learning Library, the minimum quantity of 50 active employees requirement will be shared by the affiliated group of entities collectively. If the affiliated group of entities collectively does not meet the minimum quantity of 50 active employees requirement, the client in the affiliated group of entities with the lowest client ID number assigned by Paycor will be billed for the additional quantity to meet the minimum quantity of 50 active employees requirement. Further, the Paycor Learning Library will be added to all affiliated group of entities that subscribe to the Paycor Learning Management Service offering.

**OnDemand Pay.** As part of the services to which you are subscribing, you will have access to Pay on Demand ('Payactiv Services') provided by Third-Party Provider, PayActiv, Inc ('PayActiv'). In order to access any of the services offered by PayActiv, please execute the Program Summary Form. By accessing any of the Payactiv Services, you confirm that you have read, understand, and agree with the Program Summary Form and the terms and conditions referenced therein. You acknowledge that Payactiv Services are 'Third-Party Products' as provided under the Provider Terms and consents to Provider sending the Program Summary Form and the data included therein to PayActiv.

**Labor Law Poster.** With the Labor Law Poster service, you will have access to Poster Elite's E-Update Service ('Poster Elite Service') provided by Third-Party Provider, Elite Business Ventures, Inc. To activate the Labor Law Poster service, you must fill out an information request form that will be provided or made available to you as part this service. By accessing the Poster Elite Service, you confirm that you have read, understand, and agree with the terms and conditions for the Poster Elite Service located at [www.PosterElite.com/eupdate\\_terms\\_of\\_use](http://www.PosterElite.com/eupdate_terms_of_use). You also acknowledge that the Poster Elite Service is a 'Third-Party Product' as provided under the Provider Terms and consent to Provider sending information needed to fulfill your order, including contact and shipping information to Elite Business Ventures, Inc.

**Paycor Smart Sourcing.** As part of the services to which you are subscribing, you will have access to Paycor Smart Sourcing provided by Third-Party Provider, Talenya, Inc., an affiliate of Paycor, Inc. ('Talenya'). By accessing any of the features of Paycor Smart Sourcing, you confirm that you have read, understand, and agree with the Taleyna, Inc. terms and conditions located at <https://www.paycor.com/smart-sourcing-terms-conditions>. You acknowledge that Paycor Smart Sourcing is a 'Third-Party Product' as provided under the Paycor Terms and consent to Paycor sending the Client Data to Talenya.

**The Work Number Service.** The Work Number service (the 'The Work Number Service') is a service that provides subscribing employers with an automated method of providing employment and income verifications to authorized third parties. If Client subscribes to The Work Number Service, it consents to data transmissions between Provider and the third-party provider, TALX Corporation, a wholly owned subsidiary of Equifax, Inc. and a provider of Equifax Workforce Solutions. By subscribing to The Work Number Services, Client agrees to allow TALX Corporation to act on the behalf of the Client when working with an authorized third party ('Verifier') making a request with a federal Fair Credit Reporting Act ('FCRA') permissible purpose to verify employment and/or income information ('Employment Data') in connection with The Work Number Service. The type of Employment Data that may be exchanged under The Work Number Service may be found at <https://www.paycor.com/wp-content/uploads/2021/12/The-Work-Number-Employment-Data-List.pdf>. Client authorizes Provider to transmit Employment Data entered into Provider Products and Services to TALX Corporation on behalf of Client in order to furnish TALX Corporation with the data needed to provide The Work Number Service. As the furnisher, Client further agrees to comply with its obligations as a furnisher as defined in FCRA and as set forth in the NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA which may be found at <https://www.paycor.com/wp-content/uploads/2021/12/The-Work-Number-Notice-to-Furnisher-of-Information.pdf>.





**Client Acknowledgements; Representation.** You acknowledge and agree that: (i) this Order may be considered an application for credit; (ii) You authorize Provider 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) Provider may elect not to provide certain Provider Services (as defined in the Provider Terms) requested by You based upon factors determined to be relevant by Provider in its sole discretion, including, without limitation, Provider's review of Your credit history.

**No Order, Supplement Agreement, Other Agreement or the Provider Terms may be modified or amended except 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.**

**Client is properly authorized to execute this Order and all internal approvals that the Client may require have been obtained prior to the Order being executed. By signing this Order, I certify that I am authorized to sign on behalf of the Client and agree to the terms of this Order and any documents incorporated herein.**

<b>Paycor Inc.</b>	<b>Client: California Montessori Project</b>
<b>By</b> _____	<b>By</b> _____
<b>Name</b> _____	<b>Name</b> _____
<b>Title</b> _____	<b>Title</b> _____
<b>Date</b> _____	<b>Date</b> _____