



GUARANTEED PRICING ADDENDUM (TO ORIGINAL SERVICES AGREEMENT)

Client Information:

Client Code: 40850 Effective Date: 10/6/19
Client Name: Wheaton Park District
Company Code (if applicable): 40850 Expiration Date: 10/6/21
Requested By/Function: Erik Cain - Account Executive

Related Company Codes (continued on next page if necessary):

Client Contact Information:

Contact: Erin Herrera Phone: 630-510-4946 Address: 102 E. Wesley St.
City: Wheaton State: IL Zip: 60187

Paylocity Corporation ("Paylocity") is pleased to provide Client with guaranteed pricing covering Paylocity's services for the next 24 months (refer to original Quote for Service/Letters of Intent), subject to the terms and conditions set forth in this amendment and Client's original Services Agreement. This amendment encompasses all listed codes and any future codes that may be added. In consideration of the mutual agreements set forth below, Paylocity and Client agree as follows:

Items included are base and unit fees. Items specifically excluded from this agreement are delivery, reverse wire fees, tax service fees, agency, child support, garnishment, maintenance and export fees, 401K transfer, SSN verification and year-end services. In the month following the completion of the guaranteed price period, Client's prices will be subject to the same price increases applied to its other clients of similar size and product utilization unless a renewal agreement is signed by both parties.

- 1) **Guaranteed Term:** As consideration for the guaranteed pricing period, Client agrees to purchase the services for the same minimum guaranteed term noted above commencing with the effective date of this addendum, and thereafter.
- 2) **Termination/Buy Out Fee:** If Client terminates this agreement to purchase services prior to the end of the minimum guaranteed term, Client agrees to pay Paylocity a termination fee equal to the number of months remaining from the effective date of this amendment times average monthly processing fees for the terminated services (based on an average of the last three months of processing prior to the date of termination). Following the end of the guaranteed price period of this addendum, the standard termination and pricing policy applies based on the initial terms and conditions signed by Client. If Client fails to pay the early termination fee or other amounts due hereunder, Client shall reimburse Paylocity for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due to Paylocity here under that are not under good faith dispute by Client. The termination fee will be waived in the event the company is sold, merged or in the event there is a material breach in the Services Agreement by Paylocity.

THE PAYLOCITY SERVICES COVERED BY THIS ADDENDUM ARE PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE ORIGINAL AGREEMENT(S) BETWEEN CLIENT AND PAYLOCITY COVERING ALL GENERAL AND SPECIFIC SERVICES. THIS AGREEMENT IS NOT VALID UNLESS SIGNED BY BOTH PARTIES.

Paylocity Corporation

Name: ERIK CAIN
Signature: [Signature]
Title: SR. HCM Account Executive
Date: 6/6/19

Wheaton Park District

Name: Michael Benard
Signature: [Signature]
Title: Executive Director
Date: 7/17/19

Additional Notes:



Letter of Intent - Wheaton Park District

This letter of intent will allow Paylocity to add the following service to my account. I understand I may be required to provide some additional documentation in addition to this letter. This letter serves as an addendum and is incorporated as a part of the previously executed agreement.

Customer #	Company Name	Product/ Service	Implementation Fee	Billing Frequency
40850	Wheaton Park District	W2 Forms	\$6.00	Annually

I understand that I will be billed for services (unless otherwise noted below) upon my next payroll. I will be contacted by someone from Paylocity regarding the implementation of this service.

SERVICES: Please indicate the Services selected by having an authorized signer initial in the space provided. CLIENT warrants that it has full power and authority to execute this Agreement and that it has chosen the Services initialed and has read and agreed to the Terms and Conditions for those Services contained in this Agreement.

Company Name Wheaton Park District

Authorized Officer's Name Michael Benard Title Executive Director
Print

Authorized Officer's Signature [Signature] Date 7/17/19

District Manager's Name Kevin Murphy
Print

Client Contact for this Project Erin Herrera
Print