



## INNERGY PAYROLL PRODUCT TERMS

Version Date: July 9, 2026

These Payroll Product Terms supplement the Main Services Agreement between Customer and INNERGY (the "MSA"). Capitalized terms not defined here have the meanings in the MSA. The version of these Payroll Product Terms in effect as of the Effective Date of the applicable Order Form governs the Payroll Service under that Order Form unless the Order Form expressly states otherwise.

**1. Product Description.** The INNERGY Payroll Service is optional payroll functionality made available through the INNERGY ERP Service in conjunction with designated third-party providers. The Payroll Service supports payroll calculation, tax filing submission, direct deposit, payroll reporting, and related functionality, subject to Customer's timely review, approval, funding, and provision of accurate and complete information.

**2. Prerequisite.** The Payroll Service requires an active subscription to the INNERGY ERP Service with time-tracking implemented and operational. INNERGY will not begin Payroll Service implementation until Customer has completed ERP time tracking implementation, and INNERGY is not responsible for delays caused by Customer's failure to do so.

**3. Third-Party Provider.** The Payroll Service is delivered with Salsa Software Inc. ("Salsa") as a third-party provider. As a condition of accessing or using the Payroll Service, Customer must accept Salsa's terms of use at <https://www.salsa.dev/terms-of-use> and any other Salsa terms, policies, consents, or requirements presented in connection with onboarding or use of the Payroll Service (collectively, the "Salsa Terms"). The Salsa Terms are between Customer and Salsa and do not modify this Agreement or impose on INNERGY any obligation not expressly stated in this Agreement. Customer is responsible for satisfying Salsa's information, authorization, funding, verification, due diligence, banking, payroll tax, identity verification, and compliance requirements. Salsa may contact Customer directly for onboarding, compliance, support, or other Payroll Service purposes. INNERGY may suspend access to the Payroll Service if required by Salsa, a payment network, bank partner, legal requirement, or payroll-processing risk. INNERGY makes no warranties regarding Salsa's services and disclaims all liability arising from Salsa's performance or non-performance. Third-party components of the Payroll Service are provided on an "as available" basis, and INNERGY's service level commitments are subject to the underlying provider's availability.

**4. Pricing Model.**



(a) Payroll Service fees are based on Employees, not Authorized Users. "Employee" means each individual included in Customer's payroll records, payroll runs, payroll tax filings, or payroll system during the applicable billing period, whether active, inactive, full-time, part-time, temporary, seasonal, hourly, salaried, or otherwise, unless the Order Form states otherwise. Customer must pay the subscription fees specified in the Order Form plus the applicable per-Employee fee, based on the greater of (i) the Employee quantity specified in the Order Form or (ii) the number of Employees reflected in the Payroll Service during the applicable billing period.

(b) Customer must pay the supplemental fees below for event-driven payroll operations, including ACH returns, payroll amendments, payroll voids or corrections, and direct deposit reversals. These fees apply unless the Order Form expressly states otherwise.

| Item                    | Description                               | Fee              |
|-------------------------|-------------------------------------------|------------------|
| ACH Return              | Per employer ACH Return                   | \$100 per return |
| Void or Correction      | Per payroll void or correction per worker | \$40 per worker  |
| Amendment               | Fee per amended payroll form              | \$300 per form   |
| Direct Deposit Reversal | Per worker direct deposit reversal        | \$75 per worker  |

## 5. Onboarding.

(a) INNERGY will make available a payroll onboarding plan over a one (1) month engagement period, including an INNERGY Onboarding Specialist. The one-month engagement period depends on Customer having completed ERP time tracking implementation and timely providing all information, approvals, access, and cooperation reasonably required by INNERGY or Salsa.

(b) Onboarding includes configuration and setup of Customer's Payroll Service instance, in conjunction with Salsa.

(c) Onboarding services are included in the applicable One-Time Onboarding Fees specified in the Order Form.

## 6. Implementation Start Date.

(a) The Payroll Services Implementation Start Date is the Subscription Start Date unless the Order Form states otherwise.



(b) INNERGY will use reasonable efforts to begin implementation on that date.

(c) Fees begin on the Subscription Start Date, regardless of implementation status or use.

**7. Data Processing.** The Payroll Service processes sensitive employee data, including Social Security numbers, bank account information, tax withholding details, and compensation data. That data is subject to the DPA, Security Exhibit, and applicable security requirements in the MSA. Customer is solely responsible for the accuracy and completeness of all employee data submitted to the Payroll Service. INNERGY is not responsible for errors in payroll calculations, tax filings, or direct deposits caused by inaccurate or incomplete Customer data.

Salsa processes employee data under Salsa's Privacy Policy and other terms applicable to Salsa's services. Customer is responsible for all notices and consents required for the Payroll Service, including notices and consents required to transfer data to Salsa or other third-party providers. To the extent Salsa processes Personal Data as INNERGY's subprocessor under the DPA, INNERGY's obligations are limited to those expressly stated in the DPA. INNERGY is not responsible for Salsa's data processing practices outside the DPA or Salsa's separate relationship with Customer under the Salsa Terms.

**8. Compliance; Funding.** Customer is solely responsible for compliance with all applicable employment, tax, and payroll laws, including payroll tax filings and payroll tax withholding and remittance. The Payroll Service is a tool to assist Customer with payroll processing. Customer remains responsible for reviewing, approving, validating, and funding all payroll runs, tax filings, direct deposits, reports, and other payroll outputs before submission, filing, funding, or use. Customer must maintain sufficient funds for each payroll submission. Customer is responsible for all claims, losses, reversals, returns, fees, penalties, costs, expenses, and provider charges arising from insufficient funds, inaccurate payroll data, fraud, criminal activity, or unauthorized account or payroll activity. Customer must reimburse INNERGY for any such amounts incurred or charged to INNERGY. Neither INNERGY nor its third-party providers provide tax, legal, financial, or accounting advice through the Payroll Service, and the Payroll Service does not guarantee compliance with applicable law.

**9. Termination.** If the Payroll Service terminates or expires, Customer is responsible for all payroll processing, tax filings, and direct deposits from the effective date of termination or expiration. Before termination or expiration, Customer must timely instruct INNERGY whether pending tax withholdings should be filed or returned. Customer is responsible for all consequences of failing to provide timely instructions. For thirty (30) days after



termination or expiration, INNERGY will provide reasonable transition assistance, at no additional charge, limited to supported data export and access to Payroll Service information reasonably available through the Payroll Service. Transition assistance does not include migration services, payroll conversion, implementation, consulting, custom reporting, or other professional services unless expressly agreed in an Order Form or SOW.