

# Paylocity Automated Data Exchange/ Application Programming Interface

## Contact Information

### Client Information

Company Name

Company ID

Primary Contact Name for Setup

Contact Phone

Contact Email

### Vendor/ Insurance Provider Information

Note: If the vendor is a retirement provider, please provide the plan ID(s). If the vendor is an insurance provider, please provide the policy number(s).

Vendor/ Insurance Provider Name

Plan ID(s)/Policy Number(s)

Contact Name

Effective Date

Contact Email

Contact Phone

**TPA Information**

This is not required. By providing contact information, you authorize Paylocity to share information with your TPA.

TPA Name

Contact Email

Contact Name

Contact Phone

**Broker/Advisor Information**

This is not required. By providing contact information, you authorize Paylocity to share information with your broker/advisor.

Broker/Advisor Name

Contact Email

Contact Name

Contact Phone

**Briefly Describe Your Request**

Please print or electronically save the completed form to retain a copy for your records. You may send the completed form to Paylocity via fax at 847.956.1926 or email at [service@paylocity.com](mailto:service@paylocity.com).

# Paylocity Automated Data Exchange/ Application Programming Interface

## Terms & Conditions

Paylocity is establishing an Automated Data Exchange (ADE) and/or Application Programming Interface (API) on behalf of my company and/or my third-party vendors. Although this is an automated process, I am responsible for the data transferred between applicable systems. In contemplation of this, this is a legal agreement (the "Agreement") between Paylocity and me (CLIENT), for assistance by Paylocity in developing certain ADEs and/or APIs that enable additional functionality to integrate access to certain Paylocity products into CLIENT's applications and environment. The terms listed below are intended to supplement the Paylocity Services Agreement terms. Where the terms of this agreement fail to address other elements of the ADE/API relationship, the Service Agreement terms will dictate.

### Paylocity's Responsibilities

Paylocity's role shall be limited to implementing the ADEs/APIs in accordance with the CLIENT's instructions. Paylocity shall be entitled to charge for services as necessary and will submit to CLIENT an estimate for fees prior to the start of any work. Paylocity also reserves the right to request additional fees for work efforts as specified in the estimate should the estimated time or work effort increase from expectations.

### CLIENT Responsibilities

CLIENT understands and agrees that it will be responsible for directing the ADE/API work efforts of Paylocity and any other third parties and will be responsible for providing proper instructions and oversight to complete the work effort including: a) communication of ADE/API needs to Paylocity personnel, b) overall review and testing of ADE/API work efforts and outputs, c) ensuring completeness and accuracy and data security of the ADEs/APIs (i.e. as with payroll processing and other activities, clients should be ensuring that the system works as intended in consideration of the laws and jurisdictions in which they operate. With data transfers, clients should be working with their third party vendors to ensure that the information is coming over as intended and there are no gaps), and d) final approval/sign-off that ADE/API work efforts are complete and ADE/API is functioning as CLIENT intends. CLIENT is also responsible to ensure that all rights, obligations, and liabilities related to any third party's access to, use, handling, processing, storage, disclosure, and deletion of this data are defined in a separate agreement between the CLIENT and the third party and that they (the CLIENT) abides by those terms throughout the implementation and ongoing relationship with Paylocity and the third parties.

#### Indemnification for Data Breaches and IP Infringement

CLIENT shall defend, indemnify and hold Paylocity harmless from and against any lawsuit, claim, damage, liability, or expense (including reasonable attorneys' fees) brought by any third parties against Paylocity including CLIENT's employees or CLIENT's third party vendors resulting from CLIENT's failure to abide by the terms under CLIENT Responsibilities above, breaches of CLIENT's or CLIENT's employees confidential information caused by CLIENT's third-party vendor, as well as the infringement or misappropriation of intellectual property rights of any third parties or CLIENT's internally developed application used in the provision of these services.

The individual signing this Agreement on behalf of CLIENT represents and acknowledges that he or she has the authority to execute this Agreement on behalf of CLIENT and bind CLIENT to this Agreement. CLIENT warrants that it possesses full power and authority to enter into this Agreement, and has read and agrees to the terms and conditions set forth in this Agreement. Paylocity will be bound by all the terms and conditions set forth herein.

## Signature

Name (Print)

Title

Date

Signature