

## **Toast Payroll 2025 EOY Campaign Special Terms**

The following is stricken from the Toast Payroll & Team Management Service Agreement Order Form:

“Contract Start Date: Provider will commence billing Merchant for Fees for Services on the earlier of: 1) the first date as of when Merchant successfully posts payroll for processing using the Services (the “Payroll Start Date”); 2) the first date as of when Merchant otherwise commences using the Services; or 3) on the date that is \_\_\_ days following the Effective Date of this Agreement (“Contract Start Date”). In the event Merchant’s Payroll Start Date occurs on or prior to the Contract Start Date, Provider shall waive Software Fees for one (1) month.”

And is replaced with the following:

Toast, Inc. merchant customers (“Customers”), who have entered into a Toast Merchant Agreement (“TMA”) for point-of-sale and payment processing services, are eligible to have their Toast Payroll Suite Fees (defined below), waived for six (6) months (the “Promotion”) if they:

- (i) Enter into a Toast Payroll & Team Management Service Agreement between September 1, 2025 and December 31, 2025, and are not currently processing payroll using Toast Payroll for any locations;
- (ii) have a Payroll Start Date with Toast Payroll between September 1, 2025 and April 10, 2026;
- (iii) agree to a minimum Initial Term of two (2) years with Toast Payroll; and
- (iv) remain active under, and not in breach of, the TMA and Toast Payroll & Team Management Service Agreement.

For purposes of Toast Payroll Fees, if Merchant does not have a Payroll Start Date on or prior to April 10, 2026, or does not otherwise meet the eligibility requirements of the Promotion, Provider will commence billing Merchant for Fees for Services in April 2026.

Definitions:

“Toast Payroll Suite Fees” means software fees for Toast Payroll Essentials or Toast Payroll Pro, whether billed on a Per Employee Per Month (PEPM) basis or as a monthly minimum. Toast Payroll Suite Fees does not include, for example, check printing fees, shipping fees, onboarding fees, or other one-time fees.

All other capitalized terms shall have the same meaning that they have in the Toast Payroll & Team Management Service Agreement.

Notwithstanding the foregoing, this Promotion is not available if prohibited by law; may only be combined with certain Toast Payroll promotions, at Toast’s sole discretion; may not be

redeemed for cash; and cannot be applied to any other products or services. Following the Promotion, any and all fees, including those for previously discounted products and/or services, shall be equal to the full quoted price.