

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-K

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2025

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number: 001-36393

**Paycom Software, Inc.**

(Exact name of registrant as specified in its charter)



**Delaware**

(State or other jurisdiction of  
incorporation or organization)

**80-0957485**

(I.R.S. Employer  
Identification No.)

**7501 W. Memorial Road**

**Oklahoma City, Oklahoma**

(Address of principal executive offices)

**73142**

(Zip Code)

Registrant's telephone number, including area code: **(405) 722-6900**

Securities registered pursuant to Section 12(b) of the Act:

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
Common Stock, \$0.01 par value	PAYC	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: **None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes  No

As of February 10, 2026, 54,275,097 shares of the registrant's common stock, \$0.01 par value per share, were outstanding, including 1,114,039 shares of restricted stock. As of June 30, 2025, the aggregate market value of voting stock held by non-affiliates of the registrant was approximately \$11.9 billion (based on the closing price for shares of the registrant's common stock as reported by the New York Stock Exchange on that date).

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant's Definitive Proxy Statement on Schedule 14A to be furnished to stockholders in connection with its 2026 Annual Meeting of Stockholders are incorporated by reference in Part III, Items 10-14 of this Annual Report on Form 10-K.

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**PAYCOM SOFTWARE, INC.**  
**2025 ANNUAL REPORT ON FORM 10-K**  
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*Unless we state otherwise or the context otherwise requires, the terms “Paycom,” “we,” “us,” “our” and the “Company” refer to Paycom Software, Inc., a Delaware corporation, and its consolidated subsidiaries.*

## CAUTIONARY STATEMENTS

### Special Note Regarding Forward-Looking Statements

This Annual Report on Form 10-K (this “Form 10-K”) contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”) and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Forward-looking statements are any statements that refer to our estimated or anticipated results, other non-historical facts or future events and include, but are not limited to, statements regarding our business strategy; anticipated future operating results and operating expenses, cash flows, capital resources, dividends and liquidity; competition; trends, opportunities and risks affecting our business, industry and financial results, including macroeconomic factors; future expansion or growth plans and potential for future growth, including internationally; our ability to attract new clients to purchase our solution; our ability to retain clients and induce them to purchase additional applications; our ability to accurately forecast future revenues and appropriately plan our expenses; market acceptance of our solution and applications; our expectations regarding future revenues generated by certain applications; the return on investment for users of our solution, as well as how certain applications may impact client employee usage and client satisfaction; our ability to attract and retain qualified employees and key personnel; future regulatory, judicial and legislative changes; how the performance of certain of our offerings is sensitive to changes in the labor market; our plan to open additional sales offices and our ability to effectively execute such plan; the sufficiency of our existing cash and cash equivalents to meet our working capital and capital expenditure needs over the next 12 months; our plans regarding our capital expenditures and investment activity as our business grows, including with respect to research and development and the expansion of our facilities; our plans to pay cash dividends; and our plans to repurchase shares of our common stock through a stock repurchase plan using cash and/or borrowings under our senior secured revolving credit facility (the “Revolving Credit Facility”). In addition, forward-looking statements also consist of statements involving trend analyses and statements including such words as “anticipate,” “believe,” “could,” “estimate,” “expect,” “intend,” “may,” “might,” “plan,” “potential,” “should,” “will,” “would,” and similar expressions or the negative of such terms or other comparable terminology.

Forward-looking statements are neither historical facts nor assurances of future performance, and are based only on our current beliefs, expectations and assumptions regarding the future of our business, future plans and strategies, projections, anticipated events and trends, the economy and other future conditions. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict and many of which are outside of our control. Therefore, you should not rely on any of these forward-looking statements. Important factors that could cause our actual results and financial condition to differ materially from those indicated in the forward-looking statements include, among others, the following:

- the possibility of security vulnerabilities, cyber-attacks and network disruptions, including breaches of data security and privacy leaks, data loss, and business interruptions;
- changes in laws, government regulations and policies and interpretations thereof;
- our compliance with data privacy laws and regulations;
- our ability to develop enhancements and new applications, keep pace with technological developments and respond to future disruptive technologies, such as artificial intelligence (“AI”) and machine learning technologies;
- our ability to compete effectively in an evolving human capital management (“HCM”) industry;
- our ability to maintain and expand existing client relationships and add new clients, including challenges related to attracting and retaining larger clients;
- the possibility that our solution fails to perform properly or our clients are not satisfied with our services;
- our dependence on our key executives;
- our ability to attract and retain qualified personnel;
- our ability to manage our growth and organizational change effectively;
- our ability to manage risks associated with our automation strategy;
- the impact of adverse economic and market conditions, including those related to fluctuations in interest rates, trade policies, labor trends, global health crises and geopolitical conflicts;
- fluctuations in our financial results due to factors beyond our control;
- our failure to develop and maintain our brand cost-effectively;
- our ability to expand into international markets and manage risks associated with international operations and sales;

- our reliance on relationships with third parties;
- regulatory and compliance risks related to our background checks business;
- our failure to adequately protect our intellectual property rights;
- seasonality of certain operating results and financial metrics; and
- the other factors set forth in Part I, Item 1A, “Risk Factors” of this Form 10-K.

Forward-looking statements are based only on information currently available to us and speak only as of the date of this Form 10-K. We do not undertake any obligation to update or revise the forward-looking statements to reflect events that occur or circumstances that exist after the date on which such statements were made, except to the extent required by law.

#### **Additional Information**

The Vault Visa® Payroll Card is issued by The Bancorp Bank, N.A., Member FDIC, pursuant to a license from Visa U.S.A Inc. and may be used everywhere Visa debit cards are accepted.

“Paycom,” the Paycom logo and other trademarks or service marks of Paycom appearing in this Form 10-K are the property of Paycom and are protected under applicable intellectual property laws. Google and Google Pay are registered trademarks of Google, LLC. Apple and Apple Pay are trademarks of Apple, Inc., registered in the United States and other countries. Samsung and Samsung Pay are trademarks owned by Samsung Electronics Co., Ltd. Visa is a registered trademark of Visa International Service Association. All other marks are the property of the respective owners of such marks. Solely for convenience, our trademarks and tradenames referred to in this Form 10-K may appear without the ® or ™ symbols, but such references are not intended to indicate in any way that we will not assert, to the fullest extent under applicable law, our rights to these trademarks and tradenames.

## PART I

### Item 1. Business

#### Overview

We are a leading provider of a comprehensive, cloud-based HCM solution delivered as Software-as-a-Service (“SaaS”). We provide functionality and data analytics that businesses need to manage the complete employment lifecycle, from recruitment to retirement. Our solution requires virtually no customization and is based on a core system of record maintained in a single database for all HCM functions, including payroll, talent acquisition, talent management, human resources (“HR”) management and time and labor management applications. Our user-friendly software allows for easy adoption of our solution by employees, enabling self-management of their HCM activities in the cloud, which reduces the administrative burden on employers and increases employee productivity.

We were founded in 1998 and became a publicly traded company through our initial public offering in 2014. Since our founding, we have focused on providing an innovative SaaS HCM solution. Organizations need sophisticated, flexible and intuitive applications that can quickly adapt to their evolving HCM requirements, streamline their HR processes and systems and enable them to control costs. We believe the HCM needs of many organizations are currently served by multiple providers, which often results in challenges with system integration and data integrity, low scalability, high costs and extended delivery times.

Because our solution was developed in-house and is based on a single platform, there is no need for our clients to integrate, update or access multiple databases, which are common issues with competitor offerings that use multiple third-party systems in order to link together their HCM offerings. Our solution allows clients to automate decisions and time-consuming HR and payroll tasks, freeing them up to focus on strategic items such as employee engagement and workforce planning. Additionally, our solution maintains data integrity for accurate, actionable and real-time analytics and business intelligence and helps clients minimize the risks of compliance errors due to inaccurate or missing information. We deliver feature-rich applications while maintaining excellence in information security, data privacy, business continuity, and quality management standards, as evidenced by our International Organization for Standardization (“ISO”) certifications.

We sell our solution directly through our internally trained, client-focused and highly skilled sales force based in offices across the United States. As a part of our client retention effort, a specialist within a dedicated team is assigned to each client to provide differentiated, personalized service. We have approximately 39,200 clients. We believe that as a result of our focus on client experience, we enjoy high client satisfaction as evidenced by an annual revenue retention rate of 91% and 90% for the years ended December 31, 2025 and 2024, respectively. We believe our revenue retention rate understates our client loyalty because this rate is negatively impacted when former clients are acquired or otherwise cease operations.

We have historically generated the majority of our revenues from our payroll applications. We generally do not separately track our revenues across our other applications because we often sell applications in various groupings and configurations for a single price.

#### The Paycom Solution

We offer an end-to-end SaaS HCM solution that provides our clients and their employees with immediate access to accurate and secure information and analytics at any time from any location where internet service is available. We believe our solution delivers the following benefits:

#### *Comprehensive HCM Solution*

Our solution offers functionality that manages the entire employment lifecycle for employers and employees, from recruitment to retirement. Our user-friendly applications streamline client processes and provide clients and their employees with the ability to directly access and manage administrative processes, including applications that identify candidates, on-board employees, manage time and labor, administer payroll deductions and benefits, manage performance, terminate employees and administer post-termination health benefits such as COBRA. Our solution allows clients to automate numerous decisions and tasks from onboarding to offboarding, including payroll, position changes and other processes. The widespread employee usage of our applications further integrates our solution into the administrative processes of our clients. Our solution also has the advantage of being built in-house by our highly trained and skilled team of software developers, thereby minimizing data integrity issues across applications.

#### *Core System of Record*

Our solution is based on a core system of record that contains payroll and HR information in one convenient database, thereby reducing costs and eliminating the need for multiple software products and vendors and the maintenance of employee data in numerous databases. This core system of record enables our clients to input employee data one time and enjoy seamless functionality across our applications. When a revision is made to the file of an employee, all appropriate personnel have access to the change in real time. In addition, our core system of record helps clients minimize the risk of compliance errors due to inaccurate or missing information that results from maintaining multiple databases. Through accurate tracking and management

of employee payroll and other HR data, such information can be compiled for comprehensive and consistent reporting for our clients.

#### ***Data Analytics and Business Intelligence***

Our solution's core system of record allows clients to strategically analyze comprehensive and accurate employee information to make informed business decisions based upon actionable, real-time analytics provided through our client dashboard. This functionality allows our clients to operate with a more complete and accurate picture of their organization, as our solution's embedded analytics capture the content and context of everyday business events, facilitating fast and informed decision-making from any location. Our industry-first employee usage management analytics tool, Direct Data Exchange® (DDX®), provides employers insights into efficiencies gained through employee usage of HR technology and generates a real-time estimate of the savings realized from that usage. We help clients reduce administrative and operational costs and better manage talent through automated processes.

#### ***Enhanced Employee Experience***

The employees of our clients also benefit from our HCM applications. As workforces transition from technology-savvy to technology-dependent, employees expect mobile technology and the resources necessary to readily access information and control their professional development. Through our employee self-service technology, employees can view real-time HR information, including pay stubs, payroll tax filing forms and benefits information, as well as manage their schedules and vacation time and update contact information. Our industry-first AI engine, IWANT™, provides instant and accurate access to employee data without requiring the user to navigate or learn our software. Employees can even do their own payroll with our first-of-its-kind BETI® technology. Our mobile app makes it easier for employees to access their self-service information. Our app has fingerprint and facial recognition capabilities, aiding employers in their efforts to engage technology-dependent workers. Our system also allows employers to engage their workforce through learning management courses and training paths, surveys, and performance goals and reviews.

To further enhance the effectiveness of management throughout our clients' organizations, we also offer easy to use software with Manager on-the-Go®. Built within our mobile app, this tool allows for 24/7 accessibility to essential manager-side functionality, giving supervisors and managers the ability to perform a variety of tasks — anytime, anywhere.

In addition to our self-service, app-based functionality, we also provide our clients with a strategy to drive usage among their employees. This strategy includes training clients' employees how to use the Paycom app during implementation and providing additional training from our client relations representatives ("CRRs"). Allowing employees to make changes directly to our database creates efficiencies for both the employer and employee. Today's employees have little tolerance for complexity, and with our solution, employees have become accustomed to having a direct relationship with their HR data. This relationship is directly correlated with our single-database that is key to increasing usage and providing an employee-first experience. For example, IWANT provides employees access to their HR data easily through voice-to-text functionality or typing a question, and our AI engine immediately provides the answer or directs users to the appropriate location to interact with their information. Our strategy to promote employee usage of the Paycom system elevates HR personnel to focus on the human element of their jobs, creating a more positive culture and giving HR personnel more time to engage with their employees.

#### ***Personalized Support Provided by Trained Personnel***

Our applications are supported by one-on-one personal assistance from trained specialists. Service specialists are assigned to specific clients and are trained across all of our applications, ensuring they provide comprehensive, expert-level service. Our Quality Management System is ISO 9001:2015 certified on the basis of its quality and consistency. We strive to provide our clients with high levels of service and support to ensure their continued use of our solution for all of their HCM needs.

#### ***Software-as-a-Service Delivery Model***

Our SaaS delivery model allows clients with geographically dispersed and mobile workforces to operate more efficiently, and allows these clients to implement, access and use our client-oriented internet solution on demand and remotely through standard web browsers, smart phones, tablets and other web-enabled devices. Our SaaS solution reduces the time, risk, headcount and costs associated with installing and maintaining applications for on-premises products within the information technology ("IT") infrastructure of our clients.

#### ***Secure Cloud-Based Architecture***

Our cloud-based architecture allows our solution to be implemented remotely with minimal client interaction. Updates such as software enhancements and newly developed applications can be deployed without client interaction, disruption or involvement, allowing our clients to make a smaller investment in hardware, personnel, implementation time and consulting. Additionally, we own and maintain all of the infrastructure technology to host our solution and to maximize system availability for clients. Our focus on, and investment in, technology, data security, and resiliency has been recognized with ISO/IEC 22301:2019, ISO/IEC 27001:2022, ISO/IEC 27701:2019, and ISO/IEC 42001:2023 certified security and business continuity standards.

## ***Scalability to Grow with our Clients***

Our solution is highly scalable. Our target client size is organizations with 50 to 10,000 or more employees. Our clients are able to use the same solution while their businesses grow by deploying applications as needed in real-time. Pricing is determined based on employee headcount and the number of applications utilized, enabling our clients to align HCM spending with their evolving HCM needs.

## ***Efficient and Productive Research and Development***

We believe we benefit from a competitive advantage with our research and development investments, people and processes. Early investments in our proprietary, cloud-based architecture enable us to develop and deploy applications in a timely and cost-effective manner. We have also chosen to base our research and development team in Oklahoma and Texas, which we believe provides us with high-quality talent at a lower cost compared to other locations in the United States where there is more competition for technology talent. These strategic decisions have enabled us to have a highly productive research and development function.

## ***Our Strategy for Growth***

Our strategy is to continue to establish our solution as the HCM industry standard by continuing to leverage our sales force productivity, penetrating existing markets and expanding into new markets. We intend to continue to increase our domestic sales capacity and expand our offering to additional international markets. We will also execute our strategy for growth by targeting large clients and strengthening and extending our solution.

### ***Penetrate Existing Markets***

We believe a significant market opportunity exists to penetrate markets where we currently have existing sales offices. Each sales office is typically staffed with one outside sales team, consisting of a sales manager and six to 10 other sales professionals. We plan to penetrate and more effectively capture existing markets through increased sales productivity as well as by adding sales capacity in such markets. Although we have a sales office in 41 of the 50 largest metropolitan statistical areas (“MSAs”) in the United States based on July 2024 U.S. Census Bureau estimates, only seven of these MSAs are currently served by multiple Paycom outside sales teams.

### ***Enlarge our Existing Client Relationships***

We dedicate our resources to helping our clients facilitate their goals, whether through helping our clients execute better hiring decisions, manage compensation more effectively or simply operate more efficiently. We believe a significant growth opportunity exists in selling additional applications to our current clients. Many clients have subsequently deployed additional applications as they recognize the benefits of our comprehensive solution. Furthermore, with the launch of our Global HCM™ solution and expansion of payroll services into certain international markets, we have the opportunity to capture additional revenue from existing clients with international employees. As we extend and enhance the functionality of our solution, we will continue to invest in initiatives to increase the adoption of our solution and maintain our high levels of client satisfaction.

### ***Expand Into New Markets***

We plan to continue expanding our sales capability by opening sales offices in certain metropolitan areas where we currently have no sales teams. We have historically selected new locations based on potential client and employee demographics as well as business density. When opening a new sales office, we typically relocate a proven sales manager from an existing territory who then recruits a team of high-performing sales representatives. It typically takes a new sales office 24 months to reach maturity. In addition, as we continue to enhance the global capabilities of our solution, our U.S.-based sales teams are expanding our reach into international markets by targeting global organizations with a U.S. presence.

### ***Target Large Clients***

The average size of our clients has grown significantly as we have organically grown our operations and increased the number of applications we offer. We believe larger employers, such as organizations with greater than 1,000 employees, represent a substantial opportunity to increase our revenues per client, with limited incremental cost to us, and we intend to continue targeting large businesses. In addition, we expect that our ability to serve organizations with international employees makes our solution more attractive to larger companies, many of which have a global presence.

### ***Maintain Our Leadership in Innovation by Strengthening and Extending our Solution***

Our ability to develop and deploy new applications and updates rapidly and cost-effectively has been integral to the results that we have achieved to date. We intend to continue extending the functionality and range of our solution in the future, and we are incorporating and leveraging AI and automation across our full solution. Our development efforts are performed exclusively in-house and are heavily based upon proactive research and client input. We are focusing our investments on the development of new applications, enhancements and learning courses that are responsive to the needs of our clients, which are garnered through ongoing client interaction and collaboration.

## Our Applications and Tools

Our HCM solution offers a full suite of applications and tools that generally fall within the following categories: payroll, talent acquisition, talent management, HR management and time and labor management. Enhancing the value of our comprehensive product suite is IWant, our industry-first command driven AI engine empowering users to navigate and access their information within our single database.

With Global HCM, a number of our HCM applications and tools are available in 15 languages and dialects and are accessible to users in more than 190 countries. We also offer native payroll in Canada, Mexico, the United Kingdom and Ireland, and intend to add native payroll in other countries.

### Payroll



*Beti.* Beti (Better Employee Transaction Interface<sup>®</sup>) is an industry-first technology that further automates and streamlines the payroll process by empowering employees to do their own payroll, which increases efficiencies and reduces errors. Employees already manage all other components of their paychecks, including timecards, expenses, PTO requests and benefits. Beti guides them to access, view, manage, troubleshoot and approve their paycheck before payroll is submitted, so HR can focus on more strategic endeavors.



*Payroll and Payroll Tax Management.* Payroll is the foundation of our solution. Payroll is automatically updated with changes in employee information and offers other time-saving functionality such as batch editing and effective dating. Enhanced payroll functionality allows clients to automate and delegate payroll functions to accelerate the processes, giving clients repeatable, reliable payroll processing with additional controls. Our payroll software allows clients to configure the services to fit their specific needs. It can be accessed at any time to make changes, run payroll and generate custom reports. Our payroll tax management service helps clients handle their payroll taxes, deposits, regulatory correspondence and amendments, as well as assists with penalty and interest disputes. With this service, Paycom also debits clients' payroll taxes, deposits them on their due date and submits clients' filings.



*Vault Visa<sup>®</sup> Payroll Card.* The Vault Visa<sup>®</sup> Payroll Card gives employees the financial convenience of allowing them to deposit all or a portion of their wages on a secure pay card usable with mobile wallets like Apple Pay<sup>®</sup>, Google Pay<sup>TM</sup> and Samsung Pay<sup>®</sup>. In certain circumstances, Vault card users also can have access to their pay up to two days earlier for greater financial flexibility. For clients, it minimizes the inconvenience of paper-based payroll and helps reduce check fraud through secure digital funding.



*Everyday<sup>®</sup>.* Our daily payroll service, Everyday, allows employees to receive daily wages on a Vault Visa<sup>®</sup> Payroll Card at no cost to the employees. This service provides employees greater financial flexibility and transparency to better meet life's demands. It also provides employers a competitive edge in hiring and retaining employees with a benefit today's employees want. Everyday is fully automated, calculating and withholding taxes, benefits and deductions first to protect against overpayment and help ensure compliance.



*Paycom Pay<sup>®</sup>.* Paycom Pay eliminates the tedious, risky job of check reconciliation by issuing checks to our clients' employees that clear from a Paycom bank account, thereby reducing the number of transactions on a client's general ledger and simplifying bank statement balancing.



*Client Action Center.* Client Action Center makes it easier for payroll administrators to act on banking and tax-related information. Clients receive a comprehensive view of the data they need to make informed, accurate decisions — all centralized in one intuitive dashboard. The Paycom mobile app provides quick views of wires, tax accounts and access to specialists for assistance.



*Expense Management.* Our expense management tool eliminates the manual, paper-based processes associated with employee expense reimbursement and allows employers to control and monitor expenses by setting clearly defined rules and parameters for employee reimbursement. Employees can upload photos of receipts for reimbursement and expenses are automatically parsed when submitted. Our mileage tracker feature allows employers to more accurately track, log and manage employees' mileage reimbursements that are then automatically updated within our expense management tool. Employees can then access an expense dashboard to view the status of their submitted expenses through Employee Self-Service<sup>®</sup>. Expenses seamlessly flow through virtual approvals to payroll, and our software provides proper allocation of expenses to the general ledger, reducing manual work for accounting personnel. Organizations gain audit-ready reporting, which is critical when a client needs to know the important attributes of the expense approval process.



*Garnishment Administration.* Our garnishment administration tool mitigates the risk of penalties and lawsuits from employees and agencies, allowing clients to handle communications with garnishment payees and agencies, as well as calculate and track garnishment payments.



*GL Concierge.* Our GL concierge tool offers organizations more control and transparency into their payroll general ledger and gives finance professionals intuitive reporting, enriched audit trails, customizable file layouts and real-time alerts. Clients of all sizes can use a wide variety of general ledger maps along with an action item alert system that improves the dynamics of their daily operations. With this simplified process, accounting departments can generate mapped GL reports for direct import into various accounting software packages.

## **Talent Acquisition**



*Applicant Tracking.* Our applicant tracking tool simplifies the recruiting processes needed to hire the most qualified employees. By using our comprehensive software, our clients can move candidates through the application process and new employee onboarding without re-keying data. Organizations can maintain and easily access a list of potential employees from a talent pool with real-time candidate, recruiter and manager retrieval while eliminating manual redundancies. Clients can also distribute job openings and reach a wider candidate audience with features that automatically post jobs to their organization's website, career sites and online job boards. The tool's enhanced career site analytics reveal which job boards and marketing efforts produce the best return on investment. It not only sends candidates automated job alerts to notify them of a client's newly posted positions but also allows them to provide their availability up front to discuss potential job opportunities, thereby saving a step for recruiters.



*Enhanced Background Checks®.* Our background check tool helps clients easily screen prospective new hires or employees. Employers can choose the specific service or package of services desired for each individual, including verification of education, employment, driving history, criminal history, and drug and health screening, among others. Our dedicated service team works diligently behind the scenes to ensure thorough screening without obstacles or delays.



*Onboarding.* Our onboarding tool streamlines the hiring processes for employees of our clients by creating online checklists of tasks to be assigned to an employee or group of employees. This process can begin even before a new hire's first day on the job, helping the new hire be more productive on their first day.



*E-Verify®.* By pairing electronic signature verification with online storage and analytics, our E-Verify functionality automates employment verification and streamlines administration, reducing our clients' exposure to audits and penalties that could result from I-9 violations.



*Tax Credits.* Our tax credits tool helps employers process and calculate the available federal tax credits associated with hiring employees who meet various qualifications, ensuring organizations opting into this service receive their share of government-appropriated funds. This tool also prescreens candidates to determine who is eligible for tax credits.

## **Talent Management**



*Employee Self-Service.* Available in 15 languages, our Employee Self-Service software improves employee engagement by empowering employees to self-manage their own data and certain transactions, obtain quick answers to frequent payroll and HR questions, access their pay history, view performance goals and reviews, and view total compensation reports that show their compensation and benefits package. Benefits information and paid time-off accruals also allow employees to make informed decisions regarding their benefit selections and time-off requests. Employees can access our self-service software through any device with an internet connection or by downloading the Paycom app on the Google Play® store and the App Store® online store.



*Compensation Budgeting.* Our compensation budgeting tool provides compensation information, giving clients valuable workforce insights to help manage and formulate salary budgets, as well as establish merit-based compensation increases that automatically upload new rates to payroll once the merit increases are set. Having payroll linked with performance reviews is instrumental for compensation budgeting, which rewards employees fairly while staying within budget.



*Performance Management.* Our performance management tool allows employees to set performance goals and competencies for positions across an organization, helping align company goals with workforce goals. It also helps streamline the performance review process with online facilitation of the review process and links performance to pay.



***Position Management.*** Our position management tool allows our clients to configure and categorize personnel, increasing consistency and organization company-wide. The tool ties job attributes to a specific position within the organization, not an individual employee, which frees up time to focus on people instead of antiquated processes. This tool can also generate job descriptions based on just a few keywords.



***Paycom Learning.*** Our learning management tool delivers a smart, simple, data-driven experience that formalizes and standardizes our clients' training processes, thereby allowing them to quickly adapt in an ever-changing business environment. It provides employees with "anytime, anywhere" access to a central knowledge base where they can access content, share expertise and measure their professional development progress, while its built-in video content creator allows subject-matter experts to share knowledge across the company by empowering them to create, upload and distribute engaging microlearning content quickly and easily. With performance evidence within Paycom Learning, our clients can create a lesson tool that enables their employees to demonstrate knowledge and mastery of a specific skill, confirming they have truly grasped the course material. Managers or trainers can then provide direct input about the employee's performance, creating a true feedback loop that promotes employee development. In addition to providing the ability to create and upload custom content, we created and launched our own proprietary eLearning content. Paycom Learning clients have immediate access to a library of Paycom-created learning courses, which allows employers to educate their managers and employees quickly and consistently on foundational topics such as workplace violence, discrimination and harassment prevention. Paycom content subscriptions are also available with hundreds of courses in English and Spanish. These courses are tailored to organizations across multiple industries.



***Certification Management.*** Our certification management tool enables organizations to track their employees' professional licenses and certifications, ensuring compliance while supporting talent growth. Administrators can assign certification requirements to employees, track expiration dates, and receive notifications when certifications are nearing expiration. Employees can upload their own certification documents and track their certification status. The tool provides a centralized repository for all certification-related data, making it easy to report on certification compliance across the organization. With certification management, our clients can ensure their employees have the necessary certifications and training to perform their jobs safely and effectively, while reducing the risk of non-compliance with regulatory requirements.

## **HR Management**



***Manager on-the-Go.*** Our Manager on-the-Go tool gives supervisors and managers the ability to perform a variety of tasks, from approving time-off requests and expense reimbursements, to viewing and approving employee schedules, to staying on top of open applications to key hiring moving forward — anytime, anywhere. It enhances usage patterns and the interactions within organizations among leaders and employees, while distributing approval responsibilities more broadly, freeing HR personnel. This tool allows managers and supervisors to, among other things, view their team's time-off calendar, edit and approve punch-change requests, manage employees' schedules and respond to employee inquiries through Ask Here. With only one app, Manager on-the-Go provides a seamless toggle between Manager on-the-Go and Employee Self-Service.



***Direct Data Exchange.*** Our comprehensive management analytics tool gives employers insights into efficiencies gained through employee usage of HR technology and provides a real-time return on investment on that usage (based on findings by EY). Using our Direct Data Exchange (DDX) tool, employers not only can see the cost savings associated with changes made by employees, but they can also drill down into specific aspects of our software, including time and attendance, benefits, expenses, time-off requests, tax and payroll modifications, to determine exactly where additional savings can be achieved. This feature enables clients to view organizational employee usage trends, which are organized by their preferred time frame and total logins (filterable by individual), in Employee Self-Service on any device.



***Ask Here.*** Our Ask Here tool gives all client employees a direct line of communication to ask work-related questions of their company representatives and receive timely answers, all through the convenience of our self-service technology. Ask Here's functionality promotes increased engagement by ensuring all inquiries are addressed, any required actions are taken and no follow-ups are required by the employee. This central repository for employee questions has a convenient dashboard, guided inquiry template, ability to attach documents and photos, and auto-saved responses for commonly asked questions. Ask Here also includes an AI-powered search engine that can instantly answer frequent workplace questions by searching company resource documents and saved HR responses.



*Documents and Checklists.* Our documents and checklists tool digitally stores and manages employee files, including allowing employees to sign documents electronically and view company documents. Paycom securely stores client records to meet retention requirements and protect documents from unauthorized access and disasters that can threaten businesses. Aside from expending fewer resources on paper, printing and file storage, our documents and checklists application protects sensitive information and documents by customizing user access levels. Additionally, clients can assign checklists to employees to complete specific tasks associated with processes such as onboarding and offboarding.



*Government and Compliance.* Our government and compliance tool helps clients reduce exposure to violations, audits and penalties with respect to the employment laws impacting their business, such as the Fair Labor Standards Act, Family Medical Leave Act, Equal Employment Opportunity Act, COBRA and other state and federal regulations. A single database keeps our clients' employee data consistent and enhances reporting capabilities by providing better accuracy and real-time insight.



*Benefits Administration.* Our benefits administration tool allows clients to customize benefit plan setup, deduction amounts, enrollment dates and waiting periods. Employers are provided census and reconciliation reports to ensure they do not overpay for benefits. Employers can also update deduction amounts for all employees or groups of employees at once, which automatically updates all insurance carriers for any changes. This tool also provides employees with online enrollment and helps educate them on how these deductions would affect their take-home pay by allowing them to view per-pay-period deduction amounts, driving better-informed decisions for greater employee satisfaction. Our benefits to carrier functionality updates insurance carriers regarding benefit deduction amounts, address changes, termination of benefits and qualifying events. Our benefit enrollment service provides our clients with a dedicated coordinator to help make open enrollment even easier by developing tailored strategies and setting up plans and features within our benefits software offering. The coordinator helps reconcile enrollment and deductions to prepare the client for a successful first payroll of the new plan year.



*COBRA Administration.* Our COBRA administration tool and service helps protect employers from COBRA violations and the associated fines and penalties by automatically initiating compliance measures upon entry of qualifying events into the application. In addition to sending required correspondence and tracking important dates, Paycom's dedicated COBRA service team handles employee questions on the client's behalf, cutting out the middleman for the client. Paycom sends monthly statements detailing the client's COBRA transactions for easy reconciliation.



*Personnel Action Forms.* Our personnel action forms ("PAF") tool helps our clients reduce the amount of time and paperwork required to make employee changes, such as pay rate, position and title changes, by allowing managers to complete and approve changes to them online, subject to necessary approvals from the HR department. This feature reduces errors, eliminates re-keying of data and automatically populates payroll with an effective date. Performance Discussion Forms, part of our PAF tool, allows clients to manage employee conversations related to a variety of topics, including workplace behavior, development opportunities and paths toward a promotion.



*Paycom Surveys.* Our surveys tool allows employers to conduct confidential email surveys of employees on workplace matters, providing employers with candid feedback that otherwise may go undisclosed. From exit interviews and benefits assessments to rate-the-boss questionnaires, this valuable information can be used to drive decisions and realize company goals. Clients can analyze results by the demographics of the workforce and compare how results change over time.



*Retirement Reporting.* Our retirement reporting tool simplifies the process of transferring sensitive employee data to clients' retirement plan providers. It customizes, maps and automates plan reports to meet each provider's unique specifications. After each payroll is processed and finalized, retirement plan reports are automatically created and delivered to the provider and the secure client inbox within 24 hours.



*Report Center.* Our easy-to-use reporting tool allows clients to create custom reports on HR data within our software. Clients can filter through specifications according to their needs, use the advanced report writer to view visual data representations, such as charts and graphs, and build a detailed analysis of workforce and budget. Report Center provides insights on return on investment, overtime, payroll, job applications, salaries, compensation forecasting and more. Because of our single software and single database, all HR data seamlessly flows into Report Center, providing time savings and real-time insights.



*Enhanced ACA.* Our Affordable Care Act (“ACA”) tool provides clients with access to a dashboard that tracks employee count, employee status, health care plan affordability and ACA periods. Plus, it enables Paycom to file IRS Forms 1094/1095-B and/or -C. Clients using this application also have access to additional real-time compliance reports, alerts and historical data for audit trail purposes.



*Clue*<sup>®</sup>. Clue helps businesses securely collect, track and manage the vaccination and testing data of their workforce. Clue allows employees to easily and quickly enter their vaccination or testing information and provides automatic reminders and push notifications to help affected employees stay on top of any necessary testing. Clue’s dashboard provides a single, intuitive view of relevant, up-to-date vaccine information and enables organizations to create customized reports to meet different business-specific needs.



*MyCom.* MyCom is a communications tool that provides organizations with a central place to share information with employees, increasing engagement and boosting company culture. MyCom allows administrators to create and share company-wide announcements and newsletters, as well as target messages to individual employees or groups. Employees can access MyCom from their desktop or mobile device and receive push notifications. Administrators have access to detailed reporting to track employee engagement and usage.

#### **Time and Labor Management**



*Time and Attendance.* Our time and attendance tool allows our clients to accurately and efficiently manage when, where and how employees report their hours worked. Clients can apply customized rules and use batch editing and timecard management tools to manage complex time and attendance needs. Employees can clock in and out at their desks using web-based time clocks or by scanning their fingers, swiping their badges, or accessing other types of hardware terminals in a single- or multi-clock environment. With our web time clock feature, employees can clock in and out using their mobile device or any device with an internet connection, which automatically sends the data to the payroll application when approved, eliminating the need to manually calculate time sheets and re-key information into payroll systems.



*Scheduling.* Our scheduling tool helps managers with employee scheduling through automated functionality that provides a seamless workflow with the payroll and time and attendance applications. This tool allows clients to create and edit templates for different Schedule Groups. It also allows employees and managers to access their schedules at any time. Employees can approve, decline, or swap their schedules and view available shifts for pickup. Email notifications are sent automatically to supervisors and employees when schedules are created, requests for shift exchanges are submitted or a shift change is approved or denied.



*Time-Off Requests featuring GONE<sup>®</sup>.* Our time-off requests tool automates and standardizes the time-off request process. GONE, an enhancement to time-off requests, automates time-off decision-making. It allows clients to set criteria to fairly and consistently auto-decision on requests, which helps employers remain adequately staffed. GONE facilitates faster decisions for employees and reduces the burden on managers and HR teams to handle disputes. After setup, decisions flow seamlessly and accurately into payroll. Managers can also view a time-off calendar on their desktop or in-app to easily monitor time-off requests. Our Employee Self-Service application allows employees to view the time off they have available, submit requests, view the status of requests and any manager comments, and view company holidays and blackout dates.



*Labor Allocation.* Our labor allocation tool simplifies the process of setting up and tracking employee hours and wages based on different categories, such as job or location. This tool gives clients the ability to streamline pay rules and ensure accurate reporting from the moment their employees record their time.

#### **Our Clients**

We serve a diverse payroll and HCM client base in terms of size and industry. We have approximately 39,200 clients, or approximately 20,300 clients based on parent company grouping. We stored data for over 7.4 million persons employed by our clients during the year ended December 31, 2025.

Many small to mid-sized companies can typically make the decision to adopt our solution more quickly than larger companies, which we believe results in a shorter sales cycle and more closely corresponds to our target sales cycle of 30 to 90 days. As a result of the nature and size of our clientele, we maintain a diversified client base and very low revenue concentration among our clients. We believe, however, that larger employers represent a substantial opportunity to increase our revenues per client with limited incremental cost. As we pursue and attract larger clients, we may face longer sales cycles and less predictability in completing some of our sales.

## ***Competition***

The market for HCM solutions is rapidly evolving, highly competitive and subject to changing technology, shifting client needs and frequent introduction of new products and services. Our competitors range from small, regional firms to large, well-established international firms with multiple product offerings.

Our competitors offer HCM solutions that may overlap with one, several or all categories of the applications we offer. We compete with companies such as Automatic Data Processing, Inc., Dayforce, Inc., Intuit, Inc., Oracle Corporation, Paychex, Inc., Paylocity Holding Corporation, SAP SE, ServiceNow, Inc., Ultimate Kronos Group, Workday, Inc., and other international, national, regional, and local providers. Our competitors provide HCM solutions by various means. Although certain providers continue to deliver legacy enterprise software, most now offer cloud-based solutions, resulting in increased competition for clients seeking the greater flexibility and access to information provided by cloud-based offerings. Furthermore, the HCM industry has experienced an emergence of white label and embedded payroll offerings.

Competition in the HCM solutions market is primarily based on service responsiveness, product quality and reputation, breadth of service, application offering and price. The importance of these factors depends on the size of the business. Price tends to be the most important factor of competition for smaller businesses with fewer employees, while the scope of features and customization is more important to larger businesses. Regardless of a company's size, another important factor is the implementation experience, as all organizations are seeking a streamlined and simplified process.

## ***Sales and Marketing***

We generate client leads and demo requests, accelerate sales opportunities and build brand awareness through our marketing programs that target senior finance and HR executives, technology professionals and senior business leaders of companies that perform HCM functions in-house or outsource these functions to one of our competitors. Our marketing programs include:

- Podcasts, webinars, blogs, white papers and infographics;
- National and local television advertising campaigns, personalized direct mail campaigns, email campaigns, social and digital media campaigns, industry-specific advertising and tradeshow exhibiting; and
- Search engine marketing methods that include site optimization and pay-per-click searches.

We sell our solution exclusively through our captive sales force, substantially all of whom have a four-year college degree. We typically recruit sales candidates who have sales experience in non-HCM industries or, with respect to candidates recruited directly from colleges and universities, who have demonstrated an aptitude for sales. Our sales force is comprised of field sales personnel, who are organized geographically, CRRs, who sell additional applications to existing clients, and our emerging markets representatives, who focus on businesses with fewer than 65 employees. As of the filing of this Form 10-K, we have 58 sales teams (with CRRs and emerging markets representatives counted as one team) located in 29 states and plan to open additional sales offices to further expand our market presence.

When a new client processes payroll with us for an entire month, our sales representative receives a one-time commission based upon an estimate of future annual revenues from such client. Executive sales representatives receive a higher commission rate and base salary based upon both current year and career-to-date realized sales.

In addition to managing client relationships, our CRRs are focused on expanding the number of applications our clients purchase from us by introducing them to additional applications. When an existing client purchases and then utilizes a new application, a CRR receives a one-time commission based upon an estimate of future annual revenues from such client.

## ***Technology, Operations and Security***

### ***Technology***

Our multi-tenant architecture enables us to deliver our solution across our client base from a single platform, while securely partitioning access to our clients' respective application data. Because a single version of our solution is developed, supported and deployed across all of our clients, the Paycom solution is seamlessly scalable.

### ***Operations***

We physically host our solution for our clients in secure data center facilities located in Oklahoma, Texas, and Arizona. Each of these data centers is managed by Paycom, and Paycom is the only tenant occupying the data centers. All of our critical systems are fully redundant and backed up at regular intervals to these facilities, and backups are monitored for success and failure status daily. Client data is backed up in real-time among the data centers. We maintain redundant load-balanced internet lines serviced by multiple service providers to each data center, to ensure optimized client access to our solution and the clients' stored data. Our server and database clusters are fully redundant to ensure continuous service in the event of a disk failure.

Physical security includes biometric and dedicated ID-oriented access control, redundant alarm systems and continuous camera monitoring by our security guards. The data centers also have environmental monitoring and extensive environmental

controls such as heat and fire protection, moisture, temperature, and humidity sensors, backup power supply and exterior reinforced concrete walls.

### **Security**

We maintain a formal and comprehensive security program designed to ensure the confidentiality, integrity and availability of our clients' data. For a discussion of our information security program, see "Item 1C. Cybersecurity."

### **Software Development**

We develop our solutions from the "ground up" with our internal development and engineering teams. We also work closely with our clients to enhance our existing application offerings and develop new applications. Our teams conceive new applications and enhancements, review requests, schedule development in order of priority and subsequently develop the applications or enhancements. New applications and enhancements are independently reviewed by the quality assurance team, in accordance with our software development process, before being fully implemented. Enhancements to our applications are typically released on a monthly scheduled release date to coordinate the communication and release to our clients.

### **Client Service**

We are committed to providing industry-leading, client-centered service. For this reason, we assign each client a specialist within a dedicated team. This one-on-one service is a key part of our client service model and helps to ensure we are delivering a differentiated solution and maintaining high client satisfaction. The primary elements of our client service model include the following:

#### ***Streamlined Setup and Onboarding***

After electing to deploy our solution, a new client begins our onboarding process with assistance from a team of new client setup specialists and the sales representative responsible for obtaining the client's business. In addition, we also have a team of transition specialists whose job it is to ensure that the process is performed smoothly, data is collected properly and all relevant employees are fully trained on the system. This team works closely with the client until the client is capable of managing our solution independently, at which time responsibility for the client relationship is transferred to our dedicated CRRs and service specialists. Unlike certain of our competitors, we do not outsource any of our onboarding efforts.

#### ***Dedicated Service Specialists***

After completing the onboarding process, each client is assigned to a service specialist within a dedicated team. Clients can then contact their dedicated service specialist or a team member if any issues or questions arise. These specialists provide personalized service with a historical knowledge of the clients' communicated business needs. In addition, our CRRs proactively contact our clients to ensure satisfaction with our solution and introduce additional applications.

#### ***Expert Level Service***

Our service specialists are trained across all of our applications to ensure that they can provide comprehensive, expert-level service. Our Quality Management System is ISO 9001:2015 certified and helps support our high client retention rate.

### **Government Regulation**

We are subject to various regulations in each of the jurisdictions in which we provide services. Local laws and regulations, and their interpretation and enforcement, differ significantly among those jurisdictions. We are also subject to certain federal, state, local and foreign regulations based on the products we offer. For example, as a result of our background screening application, Enhanced Background Checks, we are subject to the Fair Credit Reporting Act and other federal and state background reporting laws. Further, our status as a government contractor subjects us to federal government contracting regulations including the adherence to heightened equal employment opportunity requirements, maintaining an affirmative action plan and other federal regulations.

Data privacy has become a significant issue in the United States and in other countries. The regulatory framework for privacy issues worldwide is rapidly evolving and is likely to remain uncertain for the foreseeable future. Many federal, state and foreign government bodies and agencies have adopted or are considering adopting laws and regulations affecting or regarding the collection, use and disclosure of personal information. In the United States, these include, for example, rules and regulations promulgated under the authority of the Federal Trade Commission, the Health Insurance Portability and Accountability Act of 1996, the Family Medical Leave Act of 1993, the ACA, the Financial Services Modernization Act of 1999, the Gramm-Leach-Bliley Act, state biometric privacy laws, including the Illinois Biometric Information Privacy Act ("IBIPA"), state breach notification laws and state consumer privacy laws, including the California Consumer Privacy Act ("CCPA"), as amended by the California Privacy Rights Act ("CPRA"). Numerous other states have now enacted their own consumer data privacy statutes, many of which are modeled on the CCPA, including states like Colorado, Connecticut, Delaware, Oregon, Montana, Nebraska, New Hampshire, New Jersey, Utah, Virginia, Iowa, and Tennessee. Further, because some of our clients have international establishments, the Canadian Personal Information Protection and Electronic Documents Act ("PIPEDA"),

Mexico's Federal Law on the Protection of Personal Data held by Private Parties, and the European Union's General Data Protection Regulation ("EU GDPR") and other foreign data privacy laws may impact our processing of certain client and employee information.

Furthermore, AI and machine learning software tools have continued to evolve and improve, and these tools have become increasingly vital to the development and support of our applications and services. Legislative authorities in the United States and the European Union have responded to this evolution by enacting and/or proposing legislation that imposes restrictions on the development, use, and training of generative AI models and algorithms. On May 21, 2024, the European Union legislators approved the EU Artificial Intelligence Act (the "EU AI Act"), which establishes a comprehensive, risk-based governance framework for AI in the EU market. The EU AI Act went into effect on August 2, 2024, and the majority of the substantive requirements will go into effect on August 2, 2026. The EU AI Act, and developing interpretation and application of the GDPR in respect of automated decision making, together with developing guidance and/or decisions in this area, may affect our use of AI technologies and our ability to provide, improve or commercialize our business, require additional compliance measures and changes to our operations and processes and result in increased compliance costs and potential increases in civil claims against us. The regulatory landscape related to generative AI and machine learning is rapidly evolving and is likely to remain uncertain for the foreseeable future. As we continue to develop and improve our services by incorporating technologies such as generative AI and machine learning, we must monitor and comply with these new applicable AI laws and regulations.

Anti-corruption, anti-money laundering ("AML"), and economic and trade sanctions laws and regulations are under continuously expanding scrutiny by regulators worldwide. We are subject to trade and economic sanctions programming, including schedules administered by the U.S. Treasury Department Office of Foreign Assets Control, which prohibit us from engaging in transactions or dealings with blocked countries, their governments, and, occasionally, specified nationals, including specially designated individuals and entities.

Globally, we intend to maintain registrations and licenses in regulatory alignment with the countries in which we operate. We are registered with the U.S. Treasury Department Financial Crimes Enforcement Network, and Paycom Canada, Inc. is a registered Money Service Business with the Financial Transactions and Reports Analysis Centre of Canada. In 2024, the Office of the Comptroller of Currency (the "OCC") authorized us to open the Paycom National Trust Bank, National Association (the "Paycom National Trust Bank"), via a national trust bank charter pursuant to the National Bank Act. The Paycom National Trust Bank is the sole trustee of Paycom Client Trust, our grantor trust, which now holds substantially all client payroll and related funds and is responsible for the oversight and management of those client funds. The Paycom National Trust Bank and all its fiduciary activities, including the U.S. money movement it oversees and manages via Paycom Client Trust, are subject to comprehensive ongoing oversight and regulation by the OCC. In addition, our U.S. money movement managed by the Paycom National Trust Bank is subject to the AML and reporting provisions of The Bank Secrecy Act of 1970, as amended by the USA Patriot Act of 2000 (the "BSA"). Our money movement activities outside of the United States are subject to similar licensing and AML and reporting laws and requirements in the countries in which we provide such services.

## Certifications

We voluntarily obtain third-party security examinations relating to our internal controls over financial reporting in accordance with System and Organization Controls Report, I ("SOC 1"). Our SOC 1 examination is conducted every six months by an independent international auditing firm, and addresses, among other areas, our physical and environmental safeguards for production data centers, data availability and integrity procedures, change management procedures and logical security procedures. We also obtain third-party examinations relating to our internal controls over security and privacy in accordance with System and Organization Controls Report, II ("SOC 2"). Our SOC 2 examination is conducted every year and addresses, among other areas, internal controls around security, availability, and processing integrity. We publish SOC 1 reports semiannually and SOC 2 and SOC 3 reports annually.

We maintain a certification based on ISO 9001:2015 criteria, a standard for the implementation of a Quality Management System published by ISO, covering our activities required to create and deliver our solution. This independent assessment of our conformity to the ISO 9001:2015 standard includes assessing the design and implementation of quality objectives to meet delivery standards on an ongoing basis. The certification is valid until April 2026, with continuing assessments taking place annually.

We maintain a certification based on ISO 22301:2019 criteria, a standard for implementing and managing an effective Business Continuity Management System (BCMS) published by ISO. This international standard for continuity management specifies requirements to plan, implement, operate and continually improve a documented management system to protect against, prepare for, respond to and recover from disruptive incidents when they arise. The certification is valid until January 2029, with continuing assessments taking place annually.

We maintain a certification based on ISO/IEC 27001:2022 criteria, a security standard for Information Security Management Systems published by ISO covering our production, quality assurance and implementation environments. This independent assessment of our conformity to the ISO 27001 standard includes assessing security risks, designing and

implementing comprehensive security controls and adopting an information security management process to meet security needs on an ongoing basis. The certification is valid until February 2029, with continuing assessments taking place annually.

We maintain a certification based on ISO/IEC 27701:2019 criteria, a standard for establishing, implementing, maintaining and continually improving a Privacy Information Management System (“PIMS”) published by ISO. This international standard for PIMS specifies PIMS-related requirements and provides guidance for Personally Identifiable Information (“PII”) controllers and PII processors holding responsibility and accountability for PII processing. The certification is valid until February 2029, with continuing assessments taking place annually.

In November 2025, we obtained a certification based on ISO/IEC 42001:2023 criteria, a standard for establishing, implementing, maintaining and continually improving an Artificial Intelligence Management System (“AIMS”) published by ISO. This international standard for AIMS specifies AIMS-related requirements and provides guidance for ensuring responsible development and use of AI systems. The certification is valid until November 2028, with continuing assessments taking place annually.

### **Intellectual Property**

We rely on a combination of copyrights, trademarks, service marks, trade secrets and contractual restrictions to establish and protect our intellectual property rights. We have a number of registered and unregistered trademarks designed to protect our brand and goodwill, and we will continue to evaluate the registration of additional trademarks as appropriate. We do not have any patents or patent applications pending.

### **Seasonality**

Our revenues are seasonal in nature. Generally, we expect our first and fourth quarter revenues to be higher than other quarters during the year because payroll tax filing forms and ACA forms are typically processed in the first quarter, and unscheduled payroll runs (such as bonuses) for our clients are typically concentrated in the fourth quarter. We anticipate that our revenues will continue to exhibit this seasonal pattern related to ACA form filings for so long as the ACA (or replacement legislation) includes employer reporting requirements. Nonetheless, we expect the magnitude of these seasonal fluctuations in our revenues to decrease to the extent clients utilize more of our non-payroll applications.

### **Human Capital**

As of December 31, 2025, we employed 5,770 people, substantially all of whom are full-time employees. Our human capital objectives include attracting, developing and retaining the best talent in the industry. We have been recognized nationally for providing our employees with an excellent work environment. We strive to foster an inclusive workplace that is free from harassment or discrimination, including harassment or discrimination involving race, color, sex, religion, gender, age, national origin, disability, gender identity or expression, sexual orientation, veteran or marital status.

#### *Culture and Values*

Paycom’s purpose is to create technology that simplifies life for employees. Our purpose guides every aspect of our business and creates a culture that aligns our employees with the core values of our company:

- We Innovate
- We Win
- We Care
- We Serve
- We Believe

These values further define us and drive our success. They steer how we work with our clients and each other. Paycom would not be the company it is today without a deep desire to win and innovate new ideas. Our focus on people — including our team members, our clients and their employees — and caring about their experience, health and success, is at the heart of our culture. Our can-do attitude helps us embrace uncertainty with optimism and believe we can achieve what others consider impossible.

## Workforce Demographics

We recognize Paycom plays an important part in the lives of our employees and strive to create an inclusive workplace where employees feel heard, valued and appreciated for who they are. We continue to work toward our goal of attracting, retaining and developing a workforce that is diverse in background, knowledge, skill and experience at all employee levels, from entry level to executive. The demographic workforce data within the table below, including race and ethnicity, gender and job categories, aligns with the EEO-1 Component 1 data collection reporting requirements outlined by the U.S. Equal Employment Opportunity Commission, where applicable, and includes U.S.-based employees only.

	As of December 31, 2025		
	All Employees	First/Mid-Level Officials & Managers	Executive/Senior Level Officials & Managers
<b>Gender:</b>			
Female	43.3 %	52.2 %	51.7 %
Male	56.7 %	47.8 %	48.3 %
<b>Race and Ethnicity:</b>			
American Indian or Alaskan Native	1.9 %	2.4 %	—
Asian	16.4 %	6.4 %	1.7 %
Black or African American	7.1 %	5.0 %	—
Hispanic or Latino	10.7 %	7.3 %	1.7 %
Native Hawaiian or Pacific Islander	0.4 %	—	—
Two or more races	4.4 %	3.1 %	—
White	58.6 %	75.9 %	96.7 %
Not Specified	0.5 %	—	—

## Training and Development

Through the use of our Paycom learning tool, we empower our employees by providing tailored learning paths in areas such as leadership, inclusion, technical skills and compliance.

We provide our sales force with intensive training courses. Our unique training program includes instruction in accounting, business metrics, application features and tax matters relevant to our target market, and we believe it fosters loyalty and helps maintain our corporate culture. Our training continues for our sales force through weekly strategy sessions and leadership development training. All sales representatives and leaders attend in-person training several times throughout the year to stay up to date on our products and the competitive landscape, as well as to receive compliance and business updates.

## Health, Safety and Wellness

We believe that our employees are the summation of our successes, which is why we offer an excellent health and benefits program to our employees and their families. We offer our employees comprehensive health insurance as well as optional dental and vision coverage. Additionally, we provide our employees several opportunities to focus on physical, mental and financial wellness by maintaining a fully equipped on-site gym, 401(k) matching, an employee stock purchase plan, and paid vacation, holiday, family leave and sick leave, with numerous other benefits offered to our employees.

## Segment Information

We operate in a single operating segment and a single reporting segment. Operating segments are defined as components of an enterprise about which separate financial information is regularly evaluated by the chief operating decision maker function (which is fulfilled by our Chief Executive Officer) in deciding how to allocate resources and in assessing performance. Our Chief Executive Officer allocates resources and assesses performance based upon financial information at the consolidated level. See Note 14 "Segment Reporting" in the notes to the consolidated financial statements for additional information.

## Available Information

Our internet address is [www.paycom.com](http://www.paycom.com), and our investor relations website is located at [investors.paycom.com](http://investors.paycom.com). Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to those reports can be found on our investor relations website, free of charge, as soon as reasonably practicable after we electronically file such material with, or furnish it to, the Securities and Exchange Commission (the "SEC"). Information contained on our website is not incorporated by reference into this Form 10-K. The SEC maintains a public website, [www.sec.gov](http://www.sec.gov), which includes information about and the filings of issuers that file electronically with the SEC.

## Item 1A. Risk Factors

*The risk factors noted in this section and other factors noted throughout this Form 10-K, including those risks identified in Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations," describe examples of risks, uncertainties and events that may cause our actual results to differ materially from those contained in any forward-looking statement. If one or more of these risks or uncertainties materialize, or if underlying assumptions prove incorrect, actual outcomes may vary materially from those included in this Form 10-K.*

### Risks Related to Our Business

***If our security measures are breached, or unauthorized access to sensitive data is otherwise obtained, our solution may not be perceived as being secure, clients may reduce the use of or stop using our solution, our ability to attract new clients may be harmed and we may incur significant liabilities.***

Our solution involves the collection, storage and transmission of confidential and proprietary information belonging to our clients, their current, former and potential employees and, in certain cases, dependents and beneficiaries of clients' current and former employees. This information includes personal identifying information, as well as financial and payroll data. HCM software is often targeted, and we have been targeted, in cyber-attacks, including computer viruses, phishing attacks, malicious software programs (including distributed denial of services (DDoS) attacks) and other information security breaches, which could result in unauthorized access to or release, gathering, monitoring, misuse, loss or destruction of our or our clients' sensitive data or otherwise disrupt our or our clients' business operations. The techniques used to obtain unauthorized access to information, disable or degrade service, or sabotage systems change frequently, and are increasingly more complex and sophisticated, including due to the use of AI. If threat actors are able to circumvent our security measures and we are unable to detect or contain such intrusion into our system, our or our clients' sensitive data (including client employees' personal data) may be compromised. Further, in order to provide our services, certain of our employees have access to sensitive information about our clients' employees. While we conduct background checks of our employees and limit access to systems and data, it is possible that one or more of these individuals may circumvent these controls, resulting in a security breach.

In certain limited circumstances, we utilize relationships with third parties to aid in data management and transaction processing. Certain third parties with which we do business have been subject to cyber-attacks, one of which resulted in unauthorized access to data of certain Company clients and their employees as well as Company data and employee records. These third parties may be sources of cybersecurity or other technological risks in the future, including operational errors, design or manufacturing defects, system interruptions or breaches, unauthorized disclosure of confidential information and misuse of intellectual property. Even without a direct breach of our systems, cyber-attacks on such third-party vendors or on our clients could adversely impact our business and reputation.

Although we have security measures in place to protect client information and prevent data loss and other security breaches, these measures have been in the past and in the future may be breached as a result of third-party action, employee error, third-party or employee malfeasance or other events. In addition, new computing technologies, including quantum computing, new discoveries in the field of cryptography or other developments could result in a compromise or breach of the algorithms we or our authorized third parties use or have used to encrypt and protect data. Globally, cybersecurity attacks are increasing in number and the threat actors are increasingly organized and well financed, or at times supported by state actors. In addition, geopolitical tensions or conflicts may create a heightened risk of cybersecurity attacks. Because the techniques used to obtain unauthorized access to or to sabotage systems change frequently, we may not be able to anticipate these techniques and implement adequate preventative, responsive or protective measures. As these threats continue to evolve and increase, including due to the use of AI by us and third parties, we continue to invest significant resources, and may be required to invest significant additional resources, to modify and enhance our cybersecurity controls and to investigate and remediate any security vulnerabilities. Our ability to address data or cybersecurity incidents may also depend on the timing and nature of assistance that may be provided from relevant governmental or law enforcement agencies. While we currently maintain a cyber liability insurance policy, cyber liability insurance may be inadequate or may not be available in the future on acceptable terms, or at all. In addition, our cyber liability insurance policy may cover only a portion of losses incurred in investigating or remediating an incident, if at all, and may not cover all claims made against us. Undergoing a government investigation or defending a lawsuit, regardless of merit, could be costly and divert management's attention from our business and operations.

Any actual or perceived breach of our security could damage our reputation, cause existing clients to discontinue the use of our solution, prevent us from attracting new clients, or subject us to third-party lawsuits, regulatory investigations and fines or other actions or liabilities, any of which could adversely affect our business, operating results or financial condition.

***Any damage, failure or disruption of our network infrastructure or data centers could impair our ability to effectively provide our solution, harm our reputation and adversely affect our business.***

Our network infrastructure is a critical part of our business operations. Our clients access our solution through standard web browsers, smart phones, tablets and other web-enabled devices and depend on us for fast and reliable access to our solution. We serve all of our clients from our fully redundant data centers located in Oklahoma, Texas and Arizona. Our network infrastructure and data centers are vulnerable to damage, failure and disruption.

In the future, we may experience issues with our computing and communications infrastructure or data centers caused by the following factors:

- human error;
- telecommunications failures or outages from third-party providers;
- computer viruses or cyber-attacks;
- break-ins or other security breaches;
- acts of terrorism, sabotage, intentional acts of vandalism or other misconduct;
- tornadoes, fires, earthquakes, hurricanes, floods and other natural disasters;
- insufficient supply or loss of power; and
- other unforeseen interruptions or damages.

If our network infrastructure or our clients' ability to access our solution is interrupted, client and employee data from recent transactions may be permanently lost, and we could be exposed to significant claims by clients, particularly if the access interruption is associated with problems in the timely delivery of funds payable to employees or tax authorities. Further, any adverse changes in service levels at our data centers resulting from damage to or failure of our data centers could result in disruptions in our services. Any significant instances of system downtime or performance problems at our data centers could negatively affect our reputation and ability to attract new clients, prevent us from gaining new or additional business from our current clients, or cause our current clients to terminate their use of our solution, any of which would adversely impact our revenues. In addition, if our network infrastructure and data centers fail to support increased capacity due to growth in our business, our clients may experience interruptions in the availability of our solution. Such interruptions may reduce our revenues, cause us to issue refunds to clients or adversely affect our retention of existing clients, any of which could have a negative impact on our business, operating results or financial condition.

***If we are not able to develop enhancements and new applications, keep pace with technological developments or respond to future disruptive technologies, we might not remain competitive and our business could be adversely affected.***

Our continued success will depend on our ability to adapt and innovate. In order to attract new clients and increase revenues from existing clients, we need to enhance, add new features to and improve our existing applications and introduce new applications. The success of any enhancements or new features and applications depends on several factors, including timely completion and introduction and market acceptance. We may expend significant time and resources developing and pursuing sales of a particular enhancement or application that may not result in revenues in the anticipated time frame or at all, or may not result in revenue growth sufficient to offset increased expenses. Further, changing legal and regulatory requirements may delay the development or introduction of enhancements or new applications or render certain of our applications obsolete. If we are unable to successfully develop enhancements, new features or new applications to meet client needs, our business and operating results could be adversely affected.

In addition, because our applications are designed to operate on a variety of network, hardware and software platforms using internet tools and protocols, we must continuously modify and enhance our applications to keep pace with changes in internet-related hardware, software, communication, browser and database technologies. If we are unable to respond in a timely and cost-effective manner to these rapid technological developments, our current and future applications may become less marketable and less competitive or even obsolete.

Our success is also subject to the risk of future disruptive technologies, such as AI and machine learning. The failure to develop enhancements to our applications for, or that incorporate, technologies such as natural language processing, AI, and machine learning may impact our ability to increase the efficiency of and reduce costs associated with our clients' operations. If new technologies emerge that are able to deliver HCM solutions at lower prices, more efficiently or more conveniently, such technologies could adversely impact our ability to compete. We have made significant investments in developing, testing, deploying and supporting AI-powered tools in our solution. Continuing to develop, test, deploy and support resource-intensive AI-powered tools will require additional investment and may increase our costs. To the extent that we do not effectively address server capacity constraints or otherwise upgrade our systems and data centers to accommodate actual and anticipated changes in technology and our client base, we may experience service interruptions and performance issues, which could result in negative publicity, harm to our reputation and decreased demand for our solution, require us to pay significant penalties or fines or subject us to litigation, claims or other disputes, any of which could have an adverse effect on our business, results of operations and financial condition.

***The market in which we participate is highly competitive, and if we do not compete effectively, our business, operating results or financial condition could be adversely affected.***

The market for HCM software is highly competitive, rapidly evolving and fragmented. If we are unable to compete effectively, our business, operating results or financial condition could be adversely affected. We expect competition to

continue to remain intense as new technologies and new market entrants emerge and aggressive pricing and client retention strategies persist. Competition in the HCM solutions market is primarily based on service responsiveness, application quality and reputation, breadth of service and product offering, and price. Certain competitors have access to larger clients and major distribution agreements with consultants, software vendors and distributors and a more established global presence than we do. Certain of our competitors have in the past or may in the future:

- adapt more rapidly to new or emerging technologies and changes in client requirements;
- develop superior products or services, gain greater market acceptance and expand their product and service offerings more efficiently or rapidly;
- offer products and services that we may not offer individually or at all, or bundle products and services in a manner that provides them with a price advantage;
- offer products that can be integrated with other software or systems, whereas our single software may not allow for such integration;
- develop and implement control processes that drive internal efficiencies, resulting in a better client experience;
- establish and maintain partnerships with third parties that enhance and expand their product offering to business clients and employees;
- take advantage of acquisition and other opportunities for expansion more readily;
- maintain a lower cost basis;
- secure contractual terms and implement other client retention strategies that increase our costs to acquire new clients;
- adopt more aggressive or desirable pricing policies;
- devote greater resources to the promotion, marketing and sale of their products and services; and
- devote greater resources to the research and development of their products and services.

Our competitors offer HCM solutions that may overlap with one, several or all categories of the applications we offer. We compete with companies such as Automatic Data Processing, Inc., Dayforce, Inc., Intuit, Inc., Oracle Corporation, Paychex, Inc., Paylocity Holding Corporation, SAP SE, ServiceNow, Inc., Ultimate Kronos Group, Workday, Inc., and other international, national, regional, and local providers. Our competitors provide HCM solutions by various means. Although certain providers continue to deliver legacy enterprise software, most now offer cloud-based solutions, resulting in increased competition for clients seeking the greater flexibility and access to information provided by cloud-based offerings. Furthermore, the HCM industry has experienced an emergence of white label and embedded payroll offerings. The proliferation of white label offerings and products and technologies utilizing embedded payroll systems may adversely affect our competitive position.

In addition, some of our principal competitors offer their products or services at a lower price, which has resulted in pricing pressures. If we are unable to maintain our pricing levels, our operating results would be negatively impacted. In addition, pricing pressures and increased competition generally could hinder our ability to attract and retain clients and could result in reduced sales, reduced margins, losses or the failure of our solution to maintain widespread market acceptance, any of which could adversely affect our business, operating results or financial condition.

***Our business depends on our clients' continued use of our applications, their purchases of additional applications from us and our ability to add new clients. Any decline in our clients' continued use of our applications or purchases of additional applications could adversely affect our business, operating results or financial condition.***

In order for us to maintain or improve our operating results, it is important that our current clients continue to use our applications and purchase additional applications from us, and that we add new clients. Our annual revenue retention rate fluctuates as a result of a number of factors, including but not limited to the level of client satisfaction with our applications, pricing, the prices of competing products or services, mergers and acquisitions affecting our client base, reduced hiring by our clients or reductions in our clients' spending levels. Many of our clients have the right to cancel their agreements with us for any or no reason by providing 30 days' prior written notice. Moreover, from time to time, clients choose not to continue to use our applications at the same or higher level of service, if at all. Because we charge our clients on a per employee basis for certain services we provide, the performance of certain of our offerings is sensitive to changes in the labor market. Any increase or decrease in the number of employees of our clients will have a positive or negative impact, respectively, on our results of operations. As technology continues to evolve, more tasks historically performed by people have been and may continue to be replaced by automation, robotics, AI and other technological advances outside of our control, which may reduce our clients' need for existing or future employees who are or would be potential users of our solution. If our clients reduce headcount, do not continue to use our applications, renew on less favorable terms or fail to purchase additional applications, or if we fail to add new clients, our annual revenue retention rate may decline and our business, operating results or financial condition could be adversely affected.

***Our business, operating results or financial condition could be adversely affected if our solution fails to perform properly or our clients are not satisfied with our services.***

Our solution is inherently complex and may in the future contain, or develop, undetected defects or errors. Any defects in our applications could adversely affect our reputation, impair our ability to sell our applications in the future and result in significant costs to us. The costs incurred to correct any application defects may be substantial and could adversely affect our business, operating results or financial condition. Any defects in functionality or defects that cause interruptions in the availability of our applications could result in:

- loss or delayed market acceptance and sales of our applications;
- termination of service agreements or loss of clients;
- credits, refunds or other liability to clients, including reimbursements for any fees or penalties assessed by regulatory agencies;
- breach of contract, breach of warranty or indemnification claims against us, which may result in litigation;
- diversion of development and service resources;
- increased scrutiny of our solution from regulatory agencies; and
- injury to our reputation.

Because of the large amount of data that we collect and manage, it is possible that hardware failures or errors in our applications could result in data loss or corruption or cause the information that we collect to be incomplete or contain inaccuracies that our clients regard as significant. From time to time, our clients assert claims against us alleging that they suffered damages due to a defect, error, or other failure of our solution. We also face potential liability from our clients, and possibly third parties, in the event we fail to report information, particularly wage and earnings information, criminal records or other potentially negative information, or wrongly report such information. From time to time, we have been subject to claims and lawsuits by current and potential employees of our clients, alleging that we provided to our clients inaccurate or improper information that negatively affected the clients. Although the resolutions of these lawsuits have not had a material adverse effect on us to date, the costs of such claims, including settlement amounts or punitive damages, could be material in the future, could cause adverse publicity and reputational damage, could divert the attention of our management, could subject us to equitable remedies relating to the operation of our business and provision of services and result in significant legal expenses, all of which could have a material adverse effect on our business, financial condition and results of operations and adverse publicity, and could result in the loss of existing clients and make it difficult to attract new clients. Our errors and omissions insurance may be inadequate or may not be available in the future on acceptable terms, or at all. In addition, our policy may not cover all claims made against us, and defending a suit, regardless of its merit, could be costly and divert management's attention. Any failures in the performance of our solution could harm our reputation and our ability to retain existing clients and attract new clients, which would have an adverse impact on our business, operating results or financial condition.

Furthermore, our business depends on our ability to satisfy our clients, both with respect to our applications and the technical support provided to help our clients use the applications that address the needs of their businesses. We use our in-house deployment personnel to implement and configure our solution and provide support to our clients. If a client is not satisfied with the quality of our solution, the applications delivered or the support provided, we could incur additional costs to address the situation, our profitability might be negatively affected, and the client's dissatisfaction with our deployment or support service could harm our ability to sell additional applications to that client. In addition, our sales process is highly dependent on the reputation of our solution and applications and on positive recommendations from our existing clients. Any failure to maintain high-quality technical support, or a market perception that we do not maintain high-quality technical support, could adversely affect client retention, our reputation, our ability to sell our applications to existing and prospective clients, and, as a result, our business, operating results or financial condition.

***We face challenges related to attracting and retaining larger clients, including demand for customized features, longer sales cycles and less predictability in completing sales.***

In some cases, prospective clients, especially larger companies, expect customized features and functions unique to their business processes, or are seeking to integrate our solutions with other products. If we do not meet the demands of such prospective clients, the market for our solution will be more limited and our business could be adversely affected. Furthermore, pursuing larger clients may result in a longer sales cycle and, in some cases, we may devote a significant amount of support and service resources to attract and acquire larger prospective clients with no guarantee that these prospective clients will adopt our solution.

***We are dependent on the leadership of our key executives and, if we fail to retain such key executives, our business could be adversely affected.***

We believe the success of our business and execution of our strategy depend, in part, on the leadership of Chad Richison, our founder, Chief Executive Officer and Chairman of the Board of Directors, and that of our other key executive officers and

employees. The loss of their leadership, expertise and experience could adversely impact our operations. Effective succession planning is also important to our long-term success. Changes in our management team may be disruptive to our business, and any failure to ensure effective transfer of knowledge or successfully integrate key new hires or promoted employees could adversely affect our business and results of operations. The loss of the services of any of our executive officers or other key employees, or our inability to attract highly qualified senior management and other key personnel, could harm our business. In addition, legal and regulatory developments may affect our ability to enforce post-termination obligations of certain employees with respect to non-competition, non-solicitation and protection of confidential information. Our business could be adversely affected if a key executive leaves Paycom and interferes with our client, employee and/or other business relationships. We do not maintain key man life insurance on any of our executive officers.

***If we are unable to attract and retain qualified personnel, including software developers, product managers and skilled IT, sales, marketing and operational personnel, our ability to develop and market new and existing products and, in turn, increase our revenue and profitability could be adversely affected.***

Our future success is dependent on our ability to continue to enhance and introduce new applications. As a result, we are heavily dependent on our ability to attract and retain qualified software developers, product managers and IT personnel with the requisite education, background and industry experience. In addition, to continue to execute our growth strategy, we must also attract and retain qualified sales, marketing and operational personnel capable of supporting a larger and more diverse client base. The technology industry is characterized by a high level of employee mobility and aggressive recruiting among competitors, and competition is particularly intense for qualified software developers, product managers and IT personnel. In addition, the nature of the office environment is changing as employers continue to offer various remote or hybrid work arrangements, which can be an important factor in a candidate's decision on employment. We maintain an office-centric operational model. Certain companies with which we compete for talent offer work arrangements more flexible than ours, which may impact our ability to attract and retain qualified personnel if potential or current employees prefer such policies.

The competition for qualified personnel has been amplified by new immigration laws and policies that limit software companies' ability to recruit internationally. Although such changes in immigration laws and policies have not had a significant direct impact on our workforce to date, the ensuing increase in demand for software developers and IT personnel could impair our ability to attract or retain skilled employees and/or significantly increase our costs to do so. Furthermore, identifying and recruiting qualified personnel and training them in the use of our applications requires significant time, expense and attention, and it can take a substantial amount of time before our employees are fully trained and productive. The unplanned loss of the services of a significant number of skilled employees could be disruptive to our development efforts, which may adversely affect our business by causing us to lose clients, increase operating expenses or divert management's attention to recruit replacements for the departed employees.

***Our business and operations have experienced significant growth and organizational change. If we fail to manage such growth and change effectively, we may be unable to execute our business plan, maintain high levels of service or adequately address competitive challenges.***

We have experienced, and may continue to experience, significant growth in our operations, which has placed, and may continue to place, significant demands on our management, operational and financial resources. We have also experienced significant growth in the number of clients and transactions and the amount of client and employee data that our infrastructure supports. As a result, our organizational structure and recording systems and procedures are becoming more complex as we improve our operational, financial and management controls. Our success depends, in part, on our ability to manage this growth and organizational change effectively. Moreover, our international expansion efforts are exacerbating many of these challenges. To manage the effects of our growth, we must continue to improve our operational, financial and management controls and our reporting systems and procedures. The failure to effectively manage growth could result in (i) declines in the quality of, or client satisfaction with, our applications or service delivery, (ii) increases in costs, (iii) difficulties or delays in introducing new applications or (iv) other operational difficulties, any of which could adversely affect our business by impairing our ability to retain and attract clients or sell additional applications to our existing clients. In addition, our ability to expand our sales force may be constrained by the willingness and availability of qualified personnel to staff and manage new offices and our success in recruiting and training sales personnel. If our expansion efforts are unsuccessful, our business, operating results or financial condition could be adversely affected.

***The failure to develop and maintain our brand cost-effectively could have an adverse effect on our business.***

We believe that developing and maintaining widespread awareness of our brand in a cost-effective manner is critical to achieving widespread acceptance of our solution and is an important element in attracting new clients and retaining existing clients. Successful promotion of our brand depends largely on the effectiveness of our marketing efforts and on our ability to provide reliable and useful applications at competitive prices. Brand promotion activities, including increased spending on our national media campaigns, may not yield increased revenues, and even if they do, any increased revenues may not offset the expenses incurred in building our brand. If we fail to successfully promote and maintain our brand, or incur substantial expenses in an unsuccessful attempt to promote and maintain our brand, we may fail to attract enough new clients or retain our existing

clients to the extent necessary to realize a sufficient return on our brand-building efforts, which could have an adverse effect on our business.

***As we continue to enhance our solution to serve clients located outside of the United States, our business is subject to risks associated with international operations.***

An element of our growth strategy is to expand our operations and client base, including in markets outside of the United States. Launching into international markets and doing business internationally involves a number of risks, including but not limited to:

- multiple, conflicting and changing laws and regulations such as privacy regulations, tax laws, export and import restrictions, employment laws, regulatory requirements and other governmental approvals, permits, and licenses;
- failure to obtain and maintain regulatory approvals for the use of our products in various countries;
- lack of brand recognition, including greater brand recognition of local or other global competitors who have more established operations in the markets we are seeking to enter;
- lack of familiarity with local, regional or national politics, culture, economics, market conditions and commerce;
- complexities and difficulties in obtaining protection for and enforcing our intellectual property rights;
- difficulties in staffing and managing foreign operations;
- financial risks, such as the impact of local and regional financial crises on demand for our products and exposure to foreign currency exchange rate fluctuations;
- natural disasters, political and economic instability, including wars, terrorism and political unrest, outbreak of disease, boycotts, curtailment of trade and other business restrictions;
- certain expenses including, among others, expenses for travel, translation and insurance; and
- regulatory and compliance risks that relate to maintaining accurate information and control over sales and activities that may fall within the purview of the U.S. Foreign Corrupt Practices Act, its books and records provisions or its anti-bribery provisions, as well as similar laws in foreign jurisdictions.

Our expansion into international markets requires significant resources and management attention and subjects us to regulatory, economic and political risks that differ from those in the United States. Because of our inexperience with international operations, we cannot ensure that our expansion into international markets will be successful, and the impact of such expansion may adversely affect our business, operating results or financial condition.

***Our business depends in part on the success of our relationships with third parties.***

We rely on third-party couriers to deliver payroll checks and tax forms and on financial and accounting processing systems and various financial institutions to perform financial services in connection with our applications, such as providing automated clearing house (“ACH”) and wire transfers as part of our payroll and payroll tax payment services and facilitating our Vault Visa® Payroll Card. We also rely on third parties to provide technology and content support, manufacture time clocks and process background checks. We anticipate that we will continue to depend on various third-party relationships in order to provide these and other services. Identifying, negotiating and documenting relationships with these third parties and integrating third-party content and technology requires significant time and resources. Our agreements with third parties typically are non-exclusive and do not prohibit them from working with our competitors. In addition, these third parties may not perform as expected under our agreements, which could hinder our ability to deliver certain services to our clients and negatively affect our brand and reputation. A global economic slowdown could also adversely affect the businesses of our third-party providers, hindering their ability to provide the services on which we rely. If we are unsuccessful in establishing or maintaining our relationships with these third parties, or the services provided by third parties fail to meet our clients’ or client employees’ expectations, our ability to compete in the marketplace or to grow our revenues could be impaired and our business, operating results or financial condition could be adversely affected. Furthermore, due to our dependence on financial institutions for certain services, a systemic shutdown of the banking industry or a disruption of the Federal Reserve Bank’s services, including ACH processing, would impede our ability to provide our payroll and expense reimbursement services by delaying direct deposits and other financial transactions across the United States and could have an adverse impact on our financial results and liquidity.

***We employ third-party licensed software for use in our applications and the inability to maintain these licenses or errors in the software we license could result in increased costs or reduced service levels, which could adversely affect our business.***

Our applications incorporate certain third-party software obtained under licenses from other companies. For example, we rely on third-party software to support our background checks application. We anticipate that we will continue to rely on third-party software and development tools from third parties in the future. If the third-party software we currently license becomes unavailable, we may be unable to identify commercially reasonable alternatives without significant cost or difficulty, or

available alternatives may not meet our internal cybersecurity requirements. In addition, incorporating the software used in our applications with new third-party software may require significant work and substantial investment of our time and resources. Also, to the extent that our applications depend upon the successful operation of third-party software in conjunction with our software, any undetected errors or defects in this third-party software could prevent the deployment or impair the functionality of our applications, delay new application introductions, or result in a failure of our applications and harm our reputation.

We have licensed and deployed a third-party large language model (“LLM”) on our own internal network and AI-powered tools. This LLM processes a large amount of employee and customer data, including potentially sensitive information. Unauthorized access to or a breach of this LLM software could lead to significant legal and financial repercussions for us. Also, failure to comply with continually evolving privacy, cybersecurity, and AI regulations during our use of this LLM could lead to substantial fines and damage to our reputation. Rapid advancements in technology could quickly render our existing LLM-powered tools obsolete, requiring the licensing and training of a replacement LLM at significant cost to us. The third-party LLM we license was trained on large datasets that may contain biases, and these biases can be reflected in the output of our LLM, leading to potential harm to our employees and/or customers. The third-party LLM may also produce incorrect or inaccurate outcomes, also known as “hallucinations”. The ongoing accuracy of the output of our LLM is critical for its effectiveness, and inaccurate or unreliable outputs could lead to customer dissatisfaction and potential legal liabilities.

***The use of open-source software in our applications may expose us to additional risks and harm our intellectual property rights.***

Some of our applications use software and models covered by open-source licenses. Usage of open-source software can lead to greater risks than use of third-party commercial software, as open-source licensors generally do not provide warranties, maintenance and support, other contractual protections or controls on the origin of the software. Furthermore, the license terms for certain open-source software or AI models may change, requiring us to pay for a commercial license or re-engineer all or a portion of certain applications or tools, resulting in significant additional costs for us. Open-source software may also present a heightened risk of security vulnerabilities, including due to the intentional acts of malicious actors who inject such vulnerabilities into the code, or to older versions of the software not remaining current with applicable updates and patches to address vulnerabilities or other bugs. From time to time, there have been claims challenging the ownership or use of certain types of open-source software against companies that incorporate such software into their products or applications. As a result, we could be subject to suits by parties claiming ownership of what we believe to be open-source software. Similarly, open-source AI models may be trained on data of unknown or uncertain provenance, which could include copyrighted or otherwise proprietary, confidential, or private information. If our applications incorporate such models, we could face claims for copyright infringement and other violations. Litigation could be costly for us to defend, have a negative effect on our operating results and financial condition or require us to devote additional development resources to change our applications. In addition, if we were to combine our applications with open-source software in a certain manner, we could, under certain types of open-source licenses, be required to release the source code of our applications. If we inappropriately use open-source software, we may be required to redesign our applications or software, discontinue the sale of our applications or software or take other remedial actions, which could adversely impact our business, operating results or financial condition.

***Our increasing focus on, and investments in, automation expose us to a number of risks.***

A key part of our strategy is our focus on automation. We currently utilize automation and machine learning in certain of our products and services to deliver a better experience for our clients and their employees or customers, and we expect to automate more functions within our solution in the future. We also leverage AI internally to make certain business processes more efficient. While we believe the use of these emerging technologies can present significant benefits, it also creates risks and challenges.

The development and implementation of such advanced technologies is complex. We have invested, and intend to continue to invest, significant time and resources in our automation initiatives, some or all of which may not result in new products or enhancements to our solution or services or, even if deployed, may not materially improve client or client employee experience. Furthermore, existing and prospective clients may be hesitant to adopt products that rely on automation, particularly those that utilize AI. Data sourcing, technology, integration and process issues, programmed bias in decision-making algorithms, concerns over intellectual property, concerns over incorrect or inaccurate outputs, security concerns, and the protection of privacy could impair the adoption and acceptance of our automated solutions. There also may be real or perceived social harm, unfairness, or other outcomes that undermine public confidence in the use and deployment of AI. If our investments in automation initiatives do not result in marketable products or services, or the resulting solutions do not gain market acceptance or we otherwise do not fully realize the intended benefits of these significant investments, our operating results and financial condition may suffer.

In addition, we may incur additional compliance costs to the extent our automation initiatives utilize tools and technologies that are the subject of increasing regulatory and legal scrutiny, such as our AI-powered tools. These laws and regulations are developing and vary from one jurisdiction to another. Future legislative and regulatory action, court decisions or other governmental action may adversely impact our ability to pursue our automation strategy and, in turn, may adversely impact our operations and financial results.

***If we fail to adequately protect our proprietary rights, our competitive advantage could be impaired and we may lose valuable assets, generate reduced revenues or incur costly litigation to protect our rights.***

Our success is dependent in part upon our intellectual property. We rely on a combination of copyrights, trademarks, service marks, trade secret laws and contractual restrictions to establish and to protect our intellectual property rights in the United States and in foreign jurisdictions. However, the steps we take to protect our intellectual property may be inadequate. We will not be able to protect our intellectual property if we are unable to enforce our rights or if we do not detect unauthorized use of our intellectual property. Despite our precautions, it may be possible for unauthorized third parties to copy our applications and use information that we regard as proprietary to create products or services that compete with ours.

We may be required to spend significant resources to monitor and protect our intellectual property. We have been involved in litigation in the past and litigation may be necessary in the future to protect and enforce our intellectual property rights and to protect our trade secrets. Such litigation could be costly, time-consuming and distracting to management and could result in the impairment or loss of portions of our intellectual property. Furthermore, our efforts to enforce our intellectual property rights may be met with defenses, counterclaims and countersuits attacking the validity and enforceability of our intellectual property rights. We may not be able to secure, protect and enforce our intellectual property rights or control access to, and the distribution of, our solution and proprietary information, which could adversely affect our business.

***We may be sued by third parties for alleged infringement of their proprietary rights.***

Considerable intellectual property development activity exists in our industry, and we expect that companies will increasingly be subject to infringement claims as the number of applications and competitors grows and the functionality of applications in different industry segments overlaps. Our competitors, as well as a number of other entities and individuals, may own or claim to own intellectual property in technology areas relating to our solution or applications. In addition, we may increasingly be subject to trademark infringement claims as our presence grows in the marketplace. From time to time, third parties have asserted and may in the future assert that we are infringing on their intellectual property rights, and we may be found to be infringing upon such rights. A claim of infringement may also be made relating to technology that we acquire or license from third parties. However, we may be unaware of the intellectual property rights of others that may cover, or may be alleged to cover, some or all of our solution, applications or brands.

The outcome of litigation is inherently unpredictable and, as a result, any future litigation or claim of infringement could (i) cause us to enter into an unfavorable royalty or license agreement, pay ongoing royalties or require that we comply with other unfavorable terms, (ii) require us to discontinue the sale of our solution or applications, (iii) require us to indemnify our clients or third-party service providers or (iv) require us to expend additional development resources to redesign our solution or applications. Any of these outcomes could harm our business. Even if we were to prevail, any litigation regarding our intellectual property could be costly and time consuming and divert the attention of our management and key personnel from our business and operations.

***We may acquire other businesses, applications or technologies, which could divert our management's attention, result in additional dilution to our stockholders and otherwise disrupt our operations and harm our operating results.***

In the future, we may seek to acquire or invest in businesses, applications or technologies that we believe complement or expand our applications, enhance our technical capabilities or otherwise offer growth opportunities. The pursuit of potential acquisitions may divert the attention of management and cause us to incur expenses in identifying, investigating and pursuing suitable acquisitions, whether or not they are ultimately consummated.

We do not have any experience in acquiring other businesses. If we acquire additional businesses, we may not be able to integrate the acquired personnel, operations and technologies successfully or to effectively manage the combined business following the acquisition. We also may not achieve the anticipated benefits from the acquired business due to a number of factors, including:

- the inability to integrate or benefit from acquired applications or services in a profitable manner;
- unanticipated costs or liabilities associated with the acquisition;
- the incurrence of acquisition-related costs;
- difficulty integrating the accounting systems, operations and personnel of the acquired business;
- difficulty and additional expenses associated with supporting legacy products and hosting infrastructure of the acquired business;
- difficulty converting the clients of the acquired business onto our solution, including disparities in the revenues, licensing, support or services of the acquired company;
- diversion of management's attention from other business concerns;
- harm to our existing relationships with clients as a result of the acquisition;

- the potential loss of key employees;
- the use of resources that are needed in other parts of our business; and
- the use of substantial portions of our available cash to consummate the acquisition.

In addition, a significant portion of the purchase price of any companies we acquire may be allocated to acquired goodwill and other intangible assets, which must be assessed for impairment at least annually. In the future, if our acquisitions do not yield expected returns, we may be required to take charges to our operating results based on this impairment assessment process, which could harm our results of operations. Acquisitions could also result in the incurrence of debt or issuances of equity securities, which would result in dilution to our stockholders.

### **Legal and Regulatory Risks**

#### ***Changes in laws, government regulations and policies could have a material adverse effect on our business and results of operations.***

Many of our applications are designed to assist our clients in complying with government regulations that continually change. The introduction of new regulatory requirements, or new interpretations of existing laws or regulations, could increase our cost of doing business, decrease our revenues and net income or require us to make changes to our applications. Moreover, changing regulatory requirements may make the introduction of new applications and enhancements more costly or more time-consuming than we currently anticipate or could prevent the introduction of new applications and enhancements by us altogether.

For example, a change in tax laws and regulations resulting in a decrease in the amount of taxes required to be withheld or accelerating the deadline to remit taxes to appropriate tax agencies would adversely impact our average balance of funds held for clients and, as a result, adversely impact the interest income we earn on such funds during the period between receipt and disbursement. Changes in laws, regulations or policies could also affect the extent and type of benefits employers are required, or may choose, to provide employees or the amount and type of taxes employers and employees are required to pay. Such changes could reduce or eliminate the need for certain of our existing applications or services, which would result in decreased revenues.

Further, we may spend time and money developing new applications and enhancements that, due to regulatory changes, become unnecessary prior to being released. In addition, any failure to educate and assist our clients with respect to new or revised legislation that impacts them could have an adverse effect on our reputation, and any failure to modify our applications or develop new applications in a timely fashion in response to regulatory changes could have an adverse effect on our business and results of operations. Additionally, new regulations or changes to existing regulations could be unclear, difficult to interpret or conflict with other applicable regulations. Our or our clients' failure to comply with new or modified laws or regulations could result in financial penalties, legal proceedings or reputational harm. Finally, a negative audit or other investigations by the U.S. Government could adversely affect our ability to receive U.S. Government contracts and could result in financial or reputational harm.

In addition, federal, state and foreign government bodies or agencies have in the past adopted, and may in the future adopt, laws or regulations affecting the use of the internet as a commercial medium. Changes in these laws or regulations could require us to modify our applications. Further, government agencies or private organizations may impose taxes, fees or other charges for accessing the internet or commerce conducted via the internet. These laws or charges could limit the growth of internet-related commerce or communications generally or could result in reductions in the demand for internet-based applications such as ours.

#### ***Failure to comply with privacy, data protection and cybersecurity laws and regulations could have a materially adverse effect on our reputation, results of operations or financial condition, or have other adverse consequences.***

Our applications and services are subject to various complex laws and regulations on the federal, state, local, and foreign levels, including those governing data security, privacy, and AI which have become significant compliance issues globally. The regulatory framework for privacy of personal data is rapidly evolving and is likely to remain uncertain for the foreseeable future. Many federal, state and foreign government bodies and agencies have adopted or are considering adopting laws and regulations regarding the collection, use and disclosure of personal information. In the United States, these include numerous state-level consumer privacy laws, such as California's CCPA, Texas' Data Privacy and Security Act, Illinois' IBIPA, rules and regulations promulgated under the authority of the Federal Trade Commission, the Health Insurance Portability and Accountability Act of 1996, the Family Medical Leave Act of 1993, the ACA, the Financial Services Modernization Act of 1999 (the "GLBA"), the Fair Credit Reporting Act ("FCRA"), federal and state labor and employment laws, state data breach notification laws, and state cybersecurity laws such as the New York Stop Hacks and Improve Electronic Data Security (SHIELD) Act. As we continue to expand our operations outside the United States, our applications and services are or will be subject to additional laws governing data security and privacy in relevant jurisdictions, such as Canada's PIPEDA and Mexico's Federal Law on the Protection of Personal Data held by Private Parties, as well as the EU GDPR and United Kingdom's

General Data Protection Regulation, which are applicable in the European Economic Area and the United Kingdom, respectively.

Many of these newer state-level consumer privacy laws give consumers located in those states certain rights, including the right to be informed of, opt-out of, and request deletion of the personal information that we hold, similar to those rights provided by the EU GDPR. Notably, the GLBA is enforced under the authority of the Federal Trade Commission and requires our payment card services to adhere to a privacy notice and take certain measures to protect related personal information from unauthorized use and threats to data security. The FCRA places certain requirements and duties on our business as a furnisher of information to certain consumer reporting agencies with which we share limited amounts of data. Because some of our clients are located in Mexico and other clients have establishments internationally, Canada's PIPEDA, Mexico's Federal Law on the Protection of Personal Data, and other foreign data privacy laws, such as the EU GDPR, may impact our processing of certain client and employee information. Failure to comply with data protection and privacy laws and regulations could result in regulatory scrutiny and increased exposure to the risk of litigation or the imposition of consent orders, injunctions against data processing or data exporting, or civil and criminal penalties, including fines, which could have an adverse effect on our results of operations or financial condition. Moreover, allegations of non-compliance with privacy laws, whether or not true, could be costly, time consuming, distracting to management, and cause reputational harm. The landscape of privacy laws applicable to our various products and services is evolving quickly. The CPRA, which expands upon the CCPA, went into effect in 2023. Numerous other states have now enacted their own consumer data privacy statutes, many of which are modeled on the CCPA, including states like Colorado, Connecticut, Delaware, Oregon, Montana, Nebraska, New Hampshire, New Jersey, Utah, Virginia, Iowa, and Tennessee. In addition, there are a number of other legislative proposals in jurisdictions across the world for comprehensive privacy laws affecting consumer and employee personal information, which could impose additional and potentially conflicting obligations in areas affecting our business. Newly-passed legislative and regulatory initiatives may adversely affect the ability of our clients to process, handle, store, use and transmit demographic and personal information from their employees, which could reduce demand for our services.

On May 21, 2024, the European Union legislators approved the EU AI Act, which establishes a comprehensive, risk-based governance framework for AI in the EU market. The EU AI Act went into effect on August 2, 2024, and the majority of the substantive requirements will go into effect on August 2, 2026. The EU AI Act, and developing interpretation and application of the EU GDPR in respect of automated decision making, together with developing guidance and/or decisions in this area, may affect our use of AI technologies and our ability to provide, improve or commercialize our business, require additional compliance measures and changes to our operations and processes, result in increased compliance costs and potential increases in civil claims against us, and could adversely affect our business, operations and financial condition.

In addition to government regulation, privacy advocates and industry groups may propose and adopt new and different self-regulatory standards. Because the interpretation and application of many privacy and data protection laws are still uncertain, it is possible that these laws may be interpreted and applied in a manner that is inconsistent with our existing data management practices or the features of our solution. Any failure to comply with government regulations that apply to our applications, including privacy and data protection laws, could subject us to liability. In addition to the possibility of fines, lawsuits and other claims, we could be required to fundamentally change our business activities and practices or modify our solution, which could have an adverse effect on our business, operating results or financial condition. Any inability to adequately address privacy concerns and claims, even if unfounded, or inability to comply with applicable privacy or data protection laws, regulations and policies, could result in additional cost and liability to us, damage to our reputation, reductions in our sales and other adverse effects on our business, operating results or financial condition.

Furthermore, privacy concerns may cause our clients' employees to resist providing the personal data necessary to allow our clients and their employees to use our applications and services effectively. Even the perception of privacy concerns, whether or not valid, may inhibit market adoption of our applications and services in certain industries.

Certain of our products and services use data-driven insights to help our clients manage their businesses more efficiently. Our business increasingly relies on AI and machine learning to model and create these insights. Use of these methods has recently come under increased regulatory scrutiny. New laws, guidance and court decisions in this area may limit our ability to use AI tools, or require us to make changes to our application or services that may decrease our operational efficiency, result in an increase to operating costs and hinder our ability to improve our services. For example, rules on the use of automated decision-making under enacted and proposed data protection laws may require us to disclose the existence of automated decision-making to the data subject with an explanation of the logic used in such decision-making, and may require us to implement certain safeguards, including the right to obtain human intervention and to contest any decision. Regulatory and legislative authorities in the United States and other countries have proposed similar types of legislation that imposes or would impose restrictions on the development of generative AI and machine learning. Our ability to provide data-driven insights using generative AI or machine learning may be constrained by current or future regulatory requirements, statutes or ethical considerations that could restrict or impose burdensome and costly requirements on our ability to leverage data in innovative ways. As we continue to pursue such new technologies, our failure to adequately address legal risks relating to the use of generative AI and machine learning in our applications could result in litigation or private action that could result in liability for the Company. Any actual or alleged noncompliance with these new laws and regulations, or failure to meet client expectations

with respect to the use of generative AI and machine learning, could also result in negative publicity or harm to our reputation, subject us to investigations and expose us to significant fines, penalties and other damages.

***The adoption of new, or adverse interpretations of existing U.S. state, U.S. federal, or foreign money transmitter, money services business, or payment services statutes or regulations could subject us to additional regulation and related expenses and require changes to our business.***

The adoption of new money transmitter, money services business, or payment services statutes or regulations in jurisdictions, changes in regulators' interpretation of existing U.S. state, U.S. federal, or foreign money transmitter, money services business, or payments services statutes or regulations, or disagreements by regulatory authorities with our interpretation of such statutes or regulations, have subjected us to registration or licensing and could limit business activities until we are appropriately licensed. These occurrences could also require changes to the manner in which we conduct certain aspects of our business or invest client funds, which could adversely impact the amount of interest income we receive from investing client funds before such funds are remitted to the appropriate taxing authorities and accounts designated by our clients.

As the Paycom National Trust Bank now manages U.S. client money movement activity, these transmissions are federally exempt from state money transmitter regulation, and we have surrendered all historically maintained state money transmitter licenses. Outside of the United States, we maintain certain "money services business" registrations and intend to apply for, where necessary, money services business, money transmitter, payment services provider, or similarly named applicable licenses.

Should other U.S. state, U.S. federal, or foreign regulators make a determination that we have operated as an unlicensed money services business, money transmitter, or payment services provider, we could be subject to civil and criminal fines, penalties, costs of registration, legal fees, reputational damage or other negative consequences, any of which may have an adverse effect on our business operating results or financial condition.

While we maintain we are not a money services business or money transmitter in the United States and other jurisdictions, our operations in certain jurisdictions in and outside of the U.S. are subject to AML laws and regulations, including, for example, the BSA. Among other things, the BSA requires certain financial institutions, including banks and money services businesses, to develop and implement risk-based AML programs, report large cash transactions and suspicious activity, and maintain transaction records. We have adopted an AML compliance program to mitigate the risk of our application being used for illegal or illicit activity and to help detect and prevent fraud. Our AML compliance program is designed to foster trust in our application and services. However, there can be no assurance that our employees, consultants, or agents will not take actions in violation of our policies for which we may be ultimately responsible, or that our policies and procedures will be adequate or will be determined to be adequate by regulators. Any violation of applicable AML laws or regulations could limit certain of our business activities until they are satisfactorily remediated and could result in civil and criminal penalties, including fines, which could damage our reputation and have a materially adverse effect on our results of operations and financial condition.

Further, bank regulators continue to impose additional and stricter requirements on banks to ensure they are meeting their BSA obligations, and banks are increasingly viewing money services businesses and third-party senders to be higher risk customers for money laundering. Thus, our banking partners that assist in processing our money movement transactions may limit the scope of services they provide to us or may impose additional material requirements on us. These regulatory restrictions on banks and changes to banks' internal risk-based policies and procedures may result in a decrease in the number of banks willing to do business with us, may require us to materially change the manner in which we conduct some aspects of our business, may decrease our revenues and earnings and could have a material adverse effect on our results of operations or financial condition.

***Adverse tax laws or regulations could be enacted or existing laws could be applied to us or our clients, which could increase the costs of our solution and applications and could adversely affect our business, operating results or financial condition.***

As a vendor of services, we are ordinarily held responsible by taxing authorities for collecting and paying any applicable sales or other similar taxes. Additionally, the application of tax laws to services provided electronically like ours is evolving. New income, sales, use or other tax laws, statutes, rules, regulations or ordinances could be enacted at any time (possibly with retroactive effect), and could be applied solely or disproportionately to services and applications provided over the internet. These enactments could adversely affect our sales activity, due to the inherent cost increase the taxes would represent, and ultimately could adversely affect our business, operating results or financial condition.

Each jurisdiction has different rules and regulations governing sales and use taxes, and these rules and regulations are subject to varying interpretations that change over time. We review these rules and regulations periodically and, when we believe we are subject to sales and use taxes in a particular jurisdiction, we may voluntarily engage the applicable tax authorities in order to determine how to comply with that jurisdiction's rules and regulations. We cannot ensure that we will not be subject to sales and use taxes or related penalties for past sales in jurisdictions where we currently believe no such taxes are required.

In addition, existing tax laws, statutes, rules, regulations or ordinances could be interpreted, changed, modified or applied adversely to us (possibly with retroactive effect), which could require us or our clients to pay additional tax amounts, as well as require us or our clients to pay fines or penalties and substantial interest for past amounts. If we are unsuccessful in collecting such taxes from our clients, we could be held liable for such costs, thereby adversely affecting our business, operating results or financial condition. Additionally, the imposition of such taxes on us would effectively increase the cost of our software and services we provide to clients and would likely have a negative impact on our ability to retain existing clients or to gain new clients in the jurisdictions in which such taxes are imposed.

***Compliance with employment-related laws and regulations could increase our cost of doing business and violations of such laws and regulations could subject us to fines and lawsuits.***

Our operations are subject to a variety of federal, state, local and international employment-related laws and regulations, including, but not limited to, the U.S. Fair Labor Standards Act, which governs such matters as minimum wages, the Family Medical Leave Act, overtime pay, compensable time, recordkeeping and other working conditions, Title VII of the Civil Rights Act, the Employee Retirement Income Security Act, the Americans with Disabilities Act, the National Labor Relations Act, regulations of the Equal Employment Opportunity Commission, regulations of the Office of Civil Rights, regulations of the Department of Labor, regulations of state attorneys general, federal and state wage and hour laws, and a variety of similar laws enacted by the federal and state governments that govern these and other employment-related matters. As our employees are located in a number of states and countries, compliance with evolving laws and regulations could substantially increase our cost of doing business. In recent years, we have been subject to threatened and filed lawsuits, including class action lawsuits, alleging violations of federal and state law regarding workplace and employment matters, overtime wage policies, discrimination and similar matters. We may incur damages and expenses resulting from lawsuits of this type, which could have a material adverse effect on our business, financial condition or results of operations. We are currently subject to employee-related legal proceedings in the ordinary course of business. While we believe that we have adequate reserves for those losses that we believe are probable and can be reasonably estimated, the ultimate results of legal proceedings and claims cannot be predicted with certainty.

While none of our employees are currently represented by a union, our employees have the right under the National Labor Relations Act to form or affiliate with a union. If a significant portion of our employees were to become unionized, our labor costs could increase and our business could be negatively affected by other requirements and expectations that could increase our costs, change our employee culture, impact corporate flexibility and disrupt our business. Additionally, our responses to any union organizing efforts could negatively impact perception of our brand and have adverse effects on our business, including on our financial results. These responses could also expose us to legal risk, causing us to incur costs related to defending legal and regulatory actions, potential penalties and restrictions or reputational harm.

***Our background check business is subject to significant governmental regulation, and changes in law or regulation, or a failure to correctly identify, interpret, comply with and reconcile the laws and regulations to which it is subject, could materially adversely affect our revenue or profitability.***

We offer a background screening application called Enhanced Background Checks. In the course of providing background checks, we search and report public and non-public consumer information and records, including criminal records, employment and education history, credit history, driving records and drug screening results. Consequently, we are subject to extensive, evolving and often complex laws and governmental regulations, such as the FCRA, the Drivers' Privacy Protection Act, state consumer reporting agency laws, state licensing and registration requirements, and various other foreign, federal, state and local laws and regulations. These laws and regulations set forth restrictions and process requirements concerning what may be reported about an individual, when, to whom, and for what purposes, and how the subjects of background checks are to be treated. Compliance with these laws and regulations requires significant expense and resources, which could increase significantly as these laws and regulations evolve. Such increase in restrictions and compliance costs could negatively affect our ability to provide other services expected by our clients and adversely affect our offerings and revenue.

Changes in law, regulation, or administrative enforcement and interpretations or other limitations and prohibitions related to the provision of consumer information and records could materially adversely affect our revenue and profitability. For example, numerous state and local authorities have implemented "ban the box" and "fair chance" hiring laws that limit or prohibit employers from inquiring or using a candidate's criminal history to make employment decisions, and many of these authorities have in recent years amended these laws to increase the restrictions on the use of such information. In addition, redaction of personal identifying information in criminal records (such as date of birth), and court rules or lawsuits that limit or restrict access to identifiers in criminal records, may negatively impact our ability to perform complete criminal background checks. The enactment of new restrictive legislation and the requirements, restrictions, and limitations imposed by changing interpretations and court decisions on such laws and regulations could prevent our customers from using the full functionality of our background screening application, which may reduce demand for such solution.

Furthermore, we face potential liability from individuals, classes of individuals, clients or regulatory bodies for claims based on the nature, content or accuracy of our background check services and the information we use and report. Our potential exposure to lawsuits or government investigations may increase depending in part on our clients' compliance with these laws

and regulations and applicable employment laws in their procurement and use of our background checks as part of their hiring process, which is generally outside of our control. Our potential liability includes claims of non-compliance with the FCRA, U.S. state consumer reporting agency laws or regulations, foreign regulations or applicable employment laws, as well as other claims of defamation, invasion of privacy, negligence, copyright, patent or trademark infringement. In some cases, we may be subject to strict liability.

## **Industry and Financial Risks**

### ***Our financial results may fluctuate due to many factors, some of which may be beyond our control.***

Our results of operations, including our revenues, costs of revenues, administrative expenses, operating income, cash flow and deferred revenue, may vary significantly in the future, and the results of any one period should not be relied upon as an indication of future performance. Fluctuations in our financial results may negatively impact the value of our common stock. Our financial results may fluctuate as a result of a variety of factors, many of which are outside of our control, and as a result, may not fully reflect the underlying performance of our business. Factors that may cause our financial results to fluctuate from period to period include, without limitation:

- our ability to attract new clients or sell additional applications to our existing clients;
- the number of new clients and their employees, as compared to the number of existing clients and their employees in a particular period;
- the mix of clients between small, mid-sized and large organizations;
- the extent to which we retain existing clients and the expansion or contraction of our relationships with them;
- the mix of applications sold during a period;
- changes in our pricing policies or those of our competitors;
- seasonal factors affecting payroll processing, demand for our applications or potential clients' purchasing decisions;
- the amount and timing of operating expenses, including those related to the maintenance and expansion of our business, operations and infrastructure;
- the timing and success of new applications introduced by us and the timing of expenses related to the development of new applications and technologies;
- the timing and success of current and new competitive products and services offered by our competitors;
- economic conditions affecting our clients, including their ability to outsource HCM solutions and hire employees;
- changes in laws, regulations or policies affecting our clients' legal obligations and, as a result, demand for certain applications;
- changes in the competitive dynamics of our industry, including consolidation among competitors or clients;
- our ability to manage our existing business and future growth, including expenses related to our data centers and the expansion of such data centers and the addition of new offices;
- the effects and expenses of acquisition of third-party technologies or businesses and any potential future charges for impairment of goodwill resulting from those acquisitions;
- business disruptions caused by widespread public health crises, natural disasters, such as tornadoes, hurricanes, fires, earthquakes and floods (including as a result of climate change), acts of war, terrorism, or other catastrophic events;
- network outages or security breaches; and
- general economic, industry and market conditions.

### ***Certain of our operating results and financial metrics may be difficult to predict as a result of seasonality.***

We have historically experienced seasonality in our revenues. A significant portion of our recurring revenues relate to the annual processing of payroll tax filing forms such as Form W-2 and Form 1099 and the annual processing and filing of ACA-related forms. These forms are typically processed in the first quarter of the year and, as a result, positively impact first quarter recurring revenues. In addition, unscheduled payroll runs at the end of the year (such as bonuses) have a positive impact on our recurring revenues in the fourth quarter. Although we expect the magnitude of seasonal fluctuations in our revenues to decrease in the future to the extent clients utilize more of our non-payroll applications, seasonal fluctuations in certain of our operating results and financial metrics may make such results and metrics difficult to predict.

***We are subject to certain operating and financial covenants that may restrict our business and financing activities and may adversely affect our cash flow and our ability to operate our business.***

We maintain a Revolving Credit Facility, which can be accessed as needed to supplement our operating cash flow and cash balances. Although we do not currently have any outstanding indebtedness, pursuant to the Credit Agreement (as defined herein) that governs the Revolving Credit Facility, we may not, subject to certain exceptions:

- create or permit the existence of additional liens on our assets;
- incur additional debt;
- change the nature of our business;
- make investments in and acquisitions of (or acquisitions of substantially all of the assets of) any person;
- permit certain fundamental changes, including a merger;
- dispose of assets;
- make any distributions during an event of default, or any other distributions in excess of \$50 million in any fiscal year without demonstrating pro forma compliance with certain financial covenants;
- enter into transactions with affiliates other than in the ordinary course of business on an arm's-length basis;
- enter into certain transactions, including swap agreements and sale and leaseback transactions; or
- pay dividends or distributions of our capital stock.

In addition, we are required to maintain as of the end of each fiscal quarter a consolidated interest coverage ratio of not less than 3.0 to 1.0 and a consolidated leverage ratio of not greater than 3.0 to 1.0. The operating and financial covenants in the Credit Agreement, as well as any future financing agreements that we may enter into, may restrict our ability to finance our operations, engage in business activities or expand or fully pursue our business strategies. If we borrow in the future, we may be required to use a substantial portion of our cash flows to pay principal and interest on our debt, which would reduce the amount of money available for operations, working capital, expansion, or other general corporate purposes.

Our ability to meet our expenses and debt obligations and comply with the operating and financial covenants may be affected by financial, business, economic, regulatory and other factors beyond our control. We may be unable to control many of these factors and comply with these covenants. A breach of any of the covenants under our Credit Agreement could result in an event of default, which could result in the acceleration of any outstanding indebtedness or foreclosure on our assets pledged to secure the indebtedness.

***If we are unable to maintain effective internal control over financial reporting, investors may lose confidence in the accuracy and completeness of our financial reports and the market price of our common stock may be negatively affected.***

As a public company, we are required to maintain internal control over financial reporting to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements. Management must evaluate and furnish a report on the effectiveness of our internal control over financial reporting as of the end of each fiscal year, and our auditors must attest to the effectiveness of our internal control over financial reporting.

If we have a material weakness in our internal control over financial reporting, we may not detect errors on a timely basis and our financial statements may be materially misstated. If we identify material weaknesses in our internal control over financial reporting or if our independent registered public accounting firm is unable to express an opinion as to the effectiveness of our internal control over financial reporting, investors may lose confidence in the accuracy and completeness of our financial reports and/or we could become subject to investigations by the New York Stock Exchange (the "NYSE"), the SEC, or other regulatory authorities, and the market price of our common stock could be negatively affected.

***Our actual operating results may differ significantly from our guidance.***

We have released, and may continue to release, guidance in our earnings conference calls, earnings releases, or otherwise, regarding our future performance, which represents our estimates as of the date of release. This guidance, which includes forward-looking statements, has been and will be based on projections prepared by our management. These projections are not prepared with a view toward compliance with published guidelines of the American Institute of Certified Public Accountants, and neither our registered public accountants nor any other independent expert or outside party compiles or examines the projections. Accordingly, no such person expresses any opinion or any other form of assurance with respect to the projections.

Projections are based upon a number of assumptions and estimates that, while presented with numerical specificity, are inherently subject to significant business, economic, and competitive uncertainties and contingencies, many of which are beyond our control. Projections are also based upon specific assumptions with respect to future business decisions, some of which will change. The principal reason that we release guidance is to provide a basis for our management to discuss our

business outlook with analysts and investors. We do not accept any responsibility for any projections or reports published by any third parties.

Guidance is necessarily speculative in nature, and it can be expected that some or all of the assumptions underlying the guidance furnished by us will vary significantly from actual results. Accordingly, our guidance is only an estimate of what management believes is realizable as of the date of release. Actual results have in the past, and may in the future, vary from our guidance, and the variations may be material. In light of the foregoing, investors are urged not to rely upon our guidance in making an investment decision regarding our common stock.

Any failure to successfully implement our operating strategy or the occurrence of any of the events or circumstances set forth in this “Risk Factors” section in this Form 10-K could result in the actual operating results being different from our guidance, and the differences may be adverse and material.

### **Risks Related to Ownership of Our Securities**

#### ***The issuance of additional stock in connection with acquisitions, our stock incentive plans, warrants or otherwise will dilute all other stockholders.***

Our certificate of incorporation authorizes us to issue up to 100 million shares of common stock and up to 10 million shares of preferred stock with such rights and preferences as may be determined by our board of directors. Subject to compliance with applicable rules and regulations, we may issue all of these shares that are not already outstanding without any action or approval by our stockholders. We intend to continue to evaluate strategic acquisitions in the future. We may pay for such acquisitions, in part or in full, through the issuance of additional equity securities.

Any issuance of shares in connection with an acquisition, the exercise of stock options or warrants, the award of shares of restricted stock or otherwise would dilute the percentage ownership held by our existing stockholders.

#### ***Anti-takeover provisions in our charter documents and Delaware law may delay or prevent an acquisition of our company.***

Our certificate of incorporation, bylaws and Delaware law contain provisions that may have the effect of delaying or preventing a change in control of us or changes in our management. These provisions, alone or together, could delay or prevent hostile takeovers and changes in control or changes in our management.

Any provision of our certificate of incorporation, bylaws or Delaware law that has the effect of delaying or deterring a change in control could limit the opportunity for our stockholders to receive a premium for their shares of our common stock, and could affect the price that some investors are willing to pay for our common stock.

#### ***Our certificate of incorporation contains an exclusive forum provision that may discourage lawsuits against us and our directors and officers.***

Our certificate of incorporation provides that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or if no Court of Chancery located within the State of Delaware has jurisdiction, the Federal District Court for the District of Delaware) will be the sole and exclusive forum for any derivative action or proceeding brought on our behalf, any action asserting a claim of breach of fiduciary duty owed by any of our directors, officers or other employees to us or our stockholders, any action asserting a claim against us or any of our directors, officers or other employees arising pursuant to any provision of Delaware law or our certificate of incorporation or our bylaws (as either may be amended from time to time) or any action asserting a claim against us or any of our directors, officers or other employees governed by the internal affairs doctrine. This exclusive forum provision applies to state and federal law claims, although our stockholders will not be deemed to have waived our compliance with the federal securities laws and the rules and regulations thereunder. In addition, this exclusive forum selection provision will not apply to claims under the Exchange Act. Moreover, Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. Accordingly, there is uncertainty as to whether a court would enforce our forum selection provision as written in connection with claims arising under the Securities Act. This forum selection provision may limit our stockholders’ ability to obtain a favorable judicial forum for disputes with us. It is also possible that, notwithstanding the forum selection clause included in our certificate of incorporation, a court could rule that such a provision is inapplicable or unenforceable.

#### ***We may not continue to pay dividends at the same rate or at all.***

Our payment of dividends, as well as the rate at which we pay dividends, are solely at the discretion of our Board of Directors. Further, dividend payments, if any, are subject to our financial results and the availability of statutory surplus. These factors could result in a change to our dividend policy.

## General Risks

### *Adverse economic and market conditions could affect our business, operating results or financial condition.*

Our business depends on the overall demand for HCM applications and on the economic health of our current and prospective clients. If economic conditions in the United States or in global markets deteriorate, clients may cease their operations, eliminate or reduce unscheduled payroll runs (such as bonuses), reduce headcount, delay or reduce their spending on HCM and other outsourcing services or attempt to renegotiate their contracts with us. In addition, global and regional macroeconomic developments, such as changes in global trade policies and tariffs, increased unemployment, decreased income, uncertainty related to future economic activity, reduced access to credit, increased interest rates, inflation, volatility in capital markets, and decreased liquidity, among other possible factors, could negatively affect our ability to conduct business. Furthermore, the impact of such macroeconomic developments may be exacerbated by geopolitical events and ongoing military conflicts throughout the world. An economic decline could result in reductions in sales of our applications, decreased revenue from unscheduled payroll runs and fees charged on a per-employee basis, longer sales cycles, slower adoption of new technologies and increased price competition, any of which could adversely affect our business, operating results or financial condition. In addition, HCM spending levels may not increase following any recovery.

Further, as part of our payroll and payroll tax filing services, we collect and then remit client funds to taxing authorities and accounts designated by our clients. During the interval between receipt and disbursement, we typically invest such funds in money market funds, demand deposit accounts, certificates of deposit, U.S. treasury securities and commercial paper. These investments are subject to general market, interest rate, credit and liquidity risks, and such risks may be exacerbated during periods of unusual financial market volatility. Any loss of or inability to access such funds could have an adverse impact on our cash position and results of operations and could require us to obtain additional sources of liquidity, which may not be available on terms that are acceptable to us, if at all. Furthermore, although increased interest rates may have a negative impact on certain clients, increased interest rates have resulted in increased interest earned on funds held for clients and additional income earned on our corporate funds. Changes in interest rates will impact potential earnings of future investments. A stable or rising interest rate environment would sustain the additional interest earned on funds held for clients and interest earned on our corporate funds, whereas a decreasing interest rate environment would compress the additional interest earnings and potentially adversely affect our operating results.

In recent years, there have been several instances when there has been uncertainty regarding the ability of Congress and the President collectively to reach agreement on federal budgetary and spending matters. A period of failure to reach agreement on these matters, particularly if accompanied by an actual or threatened government shutdown, may have an adverse impact on the U.S. economy. Additionally, because certain of our clients rely on government resources to fund their operations, a prolonged government shutdown may affect such clients' ability to make timely payments to us, which could adversely affect our operations results or financial condition.

### **Item 1B. Unresolved Staff Comments**

None.

## **Item 1C. Cybersecurity**

### **Risk Management and Strategy**

#### ***Overview***

We recognize that our clients entrust us with highly sensitive data. We also recognize our attendant responsibility to safeguard the accessibility, confidentiality, and integrity of this data. Our information security program consists of policies, procedures, systems, controls and technology designed to help us prevent, identify, detect and mitigate cybersecurity risks. Our processes are informed by cybersecurity events we have observed within the Company, across our industry, and across the cybersecurity landscape. We utilize the risk management framework for risk assessments as defined by the ISO 27001 Information Security Management Standard. We have integrated cybersecurity risk management into our overall risk management framework by conducting annual enterprise risk management assessments and IT risk management assessments, implementing periodic key risk indicator tracking, and holding periodic meetings among multiple department stakeholders to address cybersecurity risks. We review our information security policies at least annually and in connection with certain process changes to ensure that they meet the needs of the organization and the goals and objectives of the information security program.

#### ***Prevention, Identification, Detection and Mitigation Activities***

We routinely undertake activities to prevent, identify, detect and mitigate risks from cybersecurity threats, including but not limited to the following:

- Procedures and guidelines designed to ensure that information security is a key consideration in the requirements for both new information systems and enhancements to existing systems and assets;
- IT environment risk assessments conducted at regular intervals and in connection with certain events, such as implementation of a new system, service or vendor;
- Tabletop and simulation exercises to discuss roles and responsibilities of team members in the event of a cybersecurity incident and to test and modify the plan as needed;
- Ongoing security penetration testing and threat modeling of our network and web application;
- Automated tools and manual review processes to ensure ongoing compliance with technical standards and identify configuration issues and technical vulnerabilities;
- Encryption of all communications with our servers, which are configured to utilize only high-grade encryption algorithms; and
- Ongoing employee training related to information security and data privacy policies and standards, including periodic phishing, vishing, and social engineering exercises.

We also have implemented and continue to maintain policies, procedures, systems, controls and technology to oversee and identify the cybersecurity risks associated with our use of third-party service providers. For example, we conduct thorough cybersecurity risk assessments of all third-party service providers prior to engagement and ongoing monitoring to ensure compliance with our robust cybersecurity requirements. The monitoring includes periodic audits of third-party systems and vendors. We engage third-party consultants and auditors in connection with assessing, identifying and managing material risks from cybersecurity threats. Our collaboration with these third parties includes independent audits, threat assessments, and consultation on security enhancements.

#### ***Infrastructure; Network and Physical Security***

Our IT infrastructure is secured and monitored using a number of leading practices and tools across physical and logical security. This security is also continually monitored by our information security department. We strictly regulate and limit all access to servers and networks at each of our facilities. Local network access is restricted by domain authentication, using stringent access control lists. Remote network access is restricted by a defense-in-depth approach that includes redundant firewalls, preventing unauthorized access from external networks to systems within our local network. We also employ (i) network and endpoint intrusion detection, intrusion prevention, and data loss prevention sensors throughout our infrastructure, (ii) systems that monitor our infrastructure and alert our continuously staffed security operations center of potential cybersecurity issues, and (iii) a seasoned process for managing and installing patches for third-party applications.

#### ***Incident Response***

We maintain plans to address any cybersecurity incidents, including but not limited to a Crisis Management Plan, an Incident Response Plan, an Information Security Incident Management Policy and a Business Resiliency Policy. Information security continuity is embedded in our business continuity management system to minimize the risk that continuity operations could result in a compromise to our security standards. We conduct business continuity, crisis communications and disaster recovery exercises at least annually to test and modify the plan, as needed. The activities related to the business continuity management system are routinely reported to executive management as part of our IT security team's ongoing metrics

reporting. In addition, reports related to activities and outcomes are provided to the audit committee of the Board of Directors on a quarterly basis.

#### ***Certifications and Audits***

We maintain the following ISO certifications related to our information systems:

- ISO 9001:2015 (standard for the implementation of quality management processes);
- ISO 22301:2019 (standard for implementing and managing an effective business continuity management system);
- ISO/IEC 27001:2022 (security standard for information security management systems, covering our production, quality assurance and implementation environments);
- ISO/IEC 27701:2019 (standard for establishing, implementing, maintaining and continually improving a privacy information management system); and
- ISO/IEC 42001:2023 (standard for establishing, implementing, maintaining and continually improving an AIMS).

We voluntarily obtain third-party security examinations relating to our internal controls over financial reporting in accordance with SOC 1. Our SOC 1 examination is conducted every six months by an independent international auditing firm, and addresses, among other areas, our physical and environmental safeguards for production data centers, data availability and integrity procedures, change management procedures and logical security procedures. We also obtain third-party examinations relating to our internal controls over security and privacy in accordance with SOC 2. Our SOC 2 examination is conducted every year and addresses, among other areas, internal controls around security, availability, and processing integrity. We publish SOC 1 reports semiannually and SOC 2 and SOC 3 reports annually.

#### ***Impact of Risks from Cybersecurity Threats***

We have experienced cybersecurity incidents in the ordinary course of business and will continue to experience risks from cybersecurity threats that could have a material adverse effect on our business strategy, results of operations, or financial condition. Although prior cybersecurity incidents have not had a material adverse effect on us, our business strategy, results of operations, or financial condition to date, any actual or perceived breach of our security could damage our reputation, cause existing clients to discontinue the use of our solution, prevent us from attracting new clients, or subject us to third-party lawsuits, regulatory investigations and fines or other actions or liabilities, any of which could materially adversely affect us, our business strategy, results of operations, or financial condition.

#### ***Governance***

Both management and the Board of Directors are actively involved in the oversight of risks from cybersecurity threats. Our information security program is designed to ensure that management and the Board of Directors are adequately informed about, and provided with the tools necessary to monitor, (i) material risks from cybersecurity threats and (ii) our efforts related to the prevention, detection, mitigation, and remediation of cybersecurity incidents.

#### ***Role of the Board of Directors***

The Board of Directors has delegated to the audit committee primary responsibility for overseeing enterprise risk management, including oversight of risks from cybersecurity threats. The audit committee receives quarterly reports and updates from our Senior Director of IT and Information Security with respect to cybersecurity risk management. Such reports cover the Company's information security program, including its current status, capabilities, objectives and plans, as well as the evolving cybersecurity threat landscape.

#### ***Role of Management***

The Senior Director of IT and Information Security oversees the activities of our IT and information security teams and is responsible for ensuring that both new implementations and ongoing operations comply with the policies, procedures, and guidelines of our information security program. Our Senior Director of IT and Information Security has been with Paycom for over a decade and has worked in technology development, improvement, infrastructure, and security for over 12 years. The Senior Director of IT and Information Security is supported by our Director of Information Security, who has worked in technology development, improvement, infrastructure, and security for over a decade. The Director of Information Security is responsible for the growth and implementation of the information security and data privacy programs and oversees the operations of the information security team. The Director of Information Security also provides oversight for information security and privacy policies and controls, oversees compliance activities, and provides metrics and guidance to executive management regarding the program. The aforementioned leaders and teams have a breadth of experience and manage programs related to governance, risk, and compliance; data privacy and security; vulnerability management; security operations; and application security.

The Senior Director of IT and Information Security is regularly informed about the latest developments in cybersecurity, including potential threats and innovative risk management techniques. This ongoing knowledge acquisition is crucial for the effective prevention, detection, mitigation, and remediation of cybersecurity incidents. Our information systems are routinely reviewed for compliance with information security policies and standards. Outcomes of reviews and audits are reported to the Director of Information Security and the Senior Director of IT and Information Security. Relevant information about security nonconformities, incidents, and events are reported to the working group described below and to the Board of Directors. As discussed above, the Senior Director of IT and Information Security reports to the audit committee and the Board of Directors on cybersecurity matters at least quarterly.

In addition, we have established a working group composed of senior leaders from various departments, including operations, finance, IT, information security, internal audit, and legal. This working group's responsibilities include (i) ensuring that information security goals and objectives are identified, meet organizational and business requirements, and are integrated into relevant processes, (ii) reviewing the effectiveness of the information security program, (iii) providing clear direction and highly visible management support for security initiatives, (iv) providing resources required for information security projects and initiatives, (v) overseeing programs to maintain information security awareness, including training and team-specific guidance, and (vi) coordinating the information security aspects of supplier relationships.

## **Item 2. Properties**

Our corporate headquarters is an approximately 815,000-square-foot campus located on over 150 acres of Company-owned property in Oklahoma City, Oklahoma. We also have an operations facility on approximately 14 acres of Company-owned property in Grapevine, Texas. We operate fully redundant data centers in Oklahoma, Texas and Arizona.

As of December 31, 2025, we lease facilities in 29 states and in certain international locations. We believe that these facilities are suitable for our current operations and, upon the expiration of the terms of the leases, we believe we could renew these leases or find suitable space elsewhere on acceptable terms.

## **Item 3. Legal Proceedings**

From time to time, we are involved in various disputes, claims, suits, investigations and legal proceedings arising in the ordinary course of business, including commercial, intellectual property and employment-related matters, as well as stockholder derivative actions, class action lawsuits and other matters. The litigation matters described below involve issues or claims that may be of particular interest to our stockholders, regardless of whether any of these matters are material to our business or financial condition based upon the standard set forth in the SEC's rules. We believe we have substantial defenses in each matter, and we intend to vigorously defend against the claims brought by plaintiffs in these lawsuits.

Between November 2023 and January 2024, Company stockholders filed four federal securities lawsuits against the Company, Chad Richison, and Craig Boelte (the "Defendants"). On April 23, 2024, the United States District Court for the Western District of Oklahoma (the "Western District Court") consolidated three of these lawsuits (styled Ventrillo, et al. v. Paycom Software, Inc., et al., Case No. 5:23-cv-01019-F; Caloto, et al. v. Paycom Software, Inc., et al., Case No. 5:24-cv-00019-F; and Minarik, et al. v. Paycom Software, Inc., et al., Case No. 5:24-cv-00014-F) and dismissed for procedural reasons the fourth complaint (styled Schoenrock, et al. v. Paycom Software, Inc., et al., Case No. 5:24-cv-00012-F). The consolidated action is styled *In re Paycom Software, Inc. Securities Litigation*, Case No. 5:23-cv-01019-F (the "Consolidated Securities Class Action").

On July 8, 2024, the lead plaintiff filed an amended complaint in the Consolidated Securities Class Action on behalf of a class of acquirers of Company securities between February 8, 2022 and October 31, 2023. In the amended complaint, the lead plaintiff asserts claims under Section 10(b) and 20(a) of the Exchange Act, alleging that the Defendants made materially false and misleading statements and failed to disclose facts regarding the impact of Beti on the Company's services and revenues. The lead plaintiff is seeking remedies on behalf of the putative class that include, but are not limited to, compensatory damages, reimbursement of out-of-pocket costs, and injunctive relief.

The Defendants filed their Motion to Dismiss Plaintiff's Consolidated Complaint on September 6, 2024. The parties have fully briefed the Motion to Dismiss and are awaiting a decision from the Western District Court.

In January and May 2024, three derivative lawsuits were filed by Company stockholders against the Company and the members of the Board of Directors for purported breaches of fiduciary duties, aiding and abetting, unjust enrichment, and waste of corporate assets based on similar allegations as in the Consolidated Securities Class Action. On May 23, 2024, the three derivative actions were consolidated into one master case, styled *In re Paycom Software, Inc. Stockholder Derivative Litigation*, Case No. 5:24-cv-00240-F, in the Western District Court (the "Consolidated Derivative Action"). The plaintiffs seek to recover unspecified monetary damages on behalf of the Company. The Western District Court has stayed all proceedings and deadlines in the Consolidated Derivative Action pending resolution of Defendants' Motion to Dismiss in the Consolidated Securities Class Action.

We believe that the resolution of current pending legal matters will not have a material adverse effect on our business, financial condition, results of operations or cash flows. Nonetheless, we cannot predict the outcome of these proceedings, as

legal matters are subject to inherent uncertainties, and there exists the possibility that the ultimate resolution of these matters could have a material adverse effect on our business, financial condition, results of operations or cash flows.

**Item 4. Mine Safety Disclosures**

None.

## PART II

### Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Our common stock is traded on the NYSE under the symbol "PAYC." As of February 10, 2026, there were approximately 2,862 holders of record of our common stock. This number is based on the actual number of holders registered at such date and does not include holders whose shares are held in "street name" by brokers and other nominees.

#### Dividends

In May 2023, our Board of Directors adopted a dividend policy under which we intend to continue to pay quarterly cash dividends on our common stock.

The following table summarizes quarterly dividends paid during 2025.

Declaration Date	Record Date	Payment Date	Per Share Dividend	Total Cash Dividends Paid (in millions) <sup>(1)</sup>
November 3, 2025	November 24, 2025	December 8, 2025	\$ 0.375	\$ 20.6
August 4, 2025	August 25, 2025	September 8, 2025	\$ 0.375	\$ 21.1
May 5, 2025	May 27, 2025	June 9, 2025	\$ 0.375	\$ 21.1
February 10, 2025	March 10, 2025	March 24, 2025	\$ 0.375	\$ 21.0

(1) All unvested equity incentive awards currently outstanding are entitled to receive dividends or dividend equivalents, provided that such dividends or dividend equivalents are withheld by the Company and distributed to the applicable holder upon vesting of the award. Dividends declared, as reported in the consolidated statements of stockholders' equity, includes dividends and dividend equivalents payable to holders of unvested equity incentive awards and, as a result, exceeds the amount of total cash dividends paid presented in this column.

On February 10, 2026, our Board of Directors declared a quarterly cash dividend of \$0.375 per share of common stock payable on March 23, 2026 to stockholders of record at the close of business on March 9, 2026.

The declaration, timing and amount of each quarterly cash dividend are subject to the approval of the Board of Directors, including a determination that the dividend policy and the declaration of dividends thereunder are in the best interests of our stockholders and are in compliance with applicable law. The Board of Directors retains the power to modify, suspend, or cancel the dividend policy in any manner and at any time that it may deem necessary or appropriate.

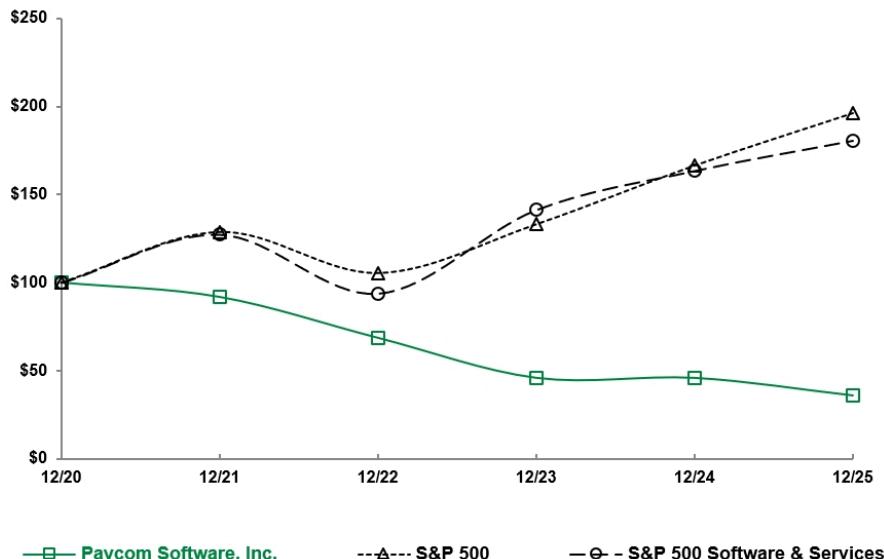
## Performance Graph

*Notwithstanding any statement to the contrary in any of our filings with the SEC, the following performance graph shall not be deemed “filed” with the SEC for purposes of Section 18 of the Exchange Act or “soliciting material” under the Exchange Act and shall not be incorporated by reference into any such filings irrespective of any general incorporation language contained in such filing.*

The following graph compares the cumulative total stockholder return on our common stock with the cumulative total return of the S&P 500 Index and the S&P 500 Software & Services Index during the five-year period commencing on December 31, 2020 and ending on December 31, 2025. The graph assumes that \$100 was invested in our common stock and in each of the comparative indices at the beginning of the period, and assumes the reinvestment of any dividends. Historical stock price performance should not be relied upon as an indication of future stock price performance.

### COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN

Among Paycom Software, Inc., the S&P 500 Index  
and the S&P 500 Software & Services Index



## Purchases of Equity Securities

The number of shares of common stock repurchased by us during the three months ended December 31, 2025 is set forth below:

	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs <sup>(1)</sup>	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs <sup>(1)</sup>
October 1 - 31, 2025 <sup>(2)</sup>	503,962	\$ 199.86	503,962	\$ 1,116,986,000
November - 30, 2025 <sup>(3)</sup>	50,264	\$ 160.98	50,264	\$ 1,108,894,000
December 1 - 31, 2025	—	\$ —	—	\$ 1,108,894,000
<b>Total</b>	<b>554,226</b>		<b>554,226</b>	

(1) Pursuant to a stock repurchase plan announced on November 20, 2018, we were authorized to purchase (in the aggregate) up to \$150.0 million of our common stock in open market purchases, privately negotiated transactions or by other means. On May 13, 2021, we announced that our Board of Directors increased the availability under the existing stock repurchase plan to \$300.0 million and extended the expiration date to May 13, 2023. On June 7, 2022, we announced that our Board of Directors increased the availability under the existing stock repurchase plan to \$550.0 million and extended the expiration date to June 7, 2024. On August 15, 2022, we announced that our Board of Directors increased the availability under the existing stock repurchase plan to \$1.1 billion and extended the expiration date to August 15, 2024. On July 31, 2024, we announced that our Board of Directors increased the availability under the existing stock repurchase plan to \$1.5 billion and extended the expiration date to August 15, 2026.

(2) Includes 3,527 shares withheld to satisfy tax withholding obligations for certain individuals upon the vesting of equity incentive awards.

(3) Includes 8,583 shares withheld to satisfy tax withholding obligations for certain individuals upon the vesting of equity incentive awards.

## Item 6. Reserved

## **Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations**

*This Management's Discussion and Analysis of Financial Condition and Results of Operations is intended to provide a reader of our financial statements with management's perspective on our financial condition, results of operations, liquidity, and certain other factors that may affect our future results. The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the audited consolidated financial statements (prepared in accordance with accounting principles generally accepted in the United States ("U.S. GAAP")) and related notes included elsewhere in this Annual Report on Form 10-K (this "Form 10-K"). The following discussion contains forward-looking statements that are subject to risks and uncertainties. See "Cautionary Statements" for a discussion of the uncertainties, risks, and assumptions associated with those statements. Actual results could differ materially from those discussed in or implied by forward-looking statements as a result of various factors, including those discussed below and elsewhere in this Form 10-K, particularly in the section entitled "Risk Factors." Unless we state otherwise or the context otherwise requires, the terms "we," "us," "our" and the "Company" refer to Paycom Software, Inc. and its consolidated subsidiaries. All amounts presented in tables, other than per share amounts, are in millions unless otherwise noted.*

### **Overview**

We are a leading provider of a comprehensive, cloud-based human capital management solution delivered as Software-as-a-Service. We provide functionality and data analytics that businesses need to manage the complete employment lifecycle, from recruitment to retirement. Our solution requires virtually no customization and is based on a core system of record maintained in a single database for all human capital management ("HCM") functions, including payroll, talent acquisition, talent management, human resources ("HR") management and time and labor management applications. Our user-friendly software allows for easy adoption of our solution by employees, enabling self-management of their HCM activities in the cloud, which reduces the administrative burden on employers and increases employee productivity.

Substantially all of our revenues are generated from (i) fixed amounts charged per billing period plus a fee per employee or transaction processed and (ii) fixed amounts charged per billing period. Our billing period varies by client and is typically based on when each client pays its employees, which may be weekly, bi-weekly, semi-monthly or monthly. Over time, an increasing number of clients will be billed on a monthly basis for certain HCM applications and services, regardless of the client's payroll cycle. We serve a diverse client base in terms of size and industry. Our revenues are primarily generated through our sales force that solicits new clients and our client relations representatives ("CRRs") who sell additional applications to existing clients.

Our principal marketing efforts include national and local advertising campaigns, email campaigns, social and digital media campaigns, search engine marketing methods, sponsorships, tradeshows, print advertising and outbound marketing including personalized direct mail campaigns. In addition, we generate leads and build recognition of our brand and thought leadership with relevant and informative content, such as white papers, blogs, podcast episodes and webinars.

Throughout our history, we have built strong relationships with our clients. As the HCM needs of our clients evolve, we believe that we are well-positioned to expand the HCM spending of our clients, and we believe this opportunity is significant. To be successful, we must continue to demonstrate the operational and economic benefits of our solution, as well as effectively hire, train, motivate and retain qualified personnel.

### **Growth Outlook, Opportunities and Challenges**

As a result of our significant revenue growth and geographic expansion, we are presented with a variety of opportunities and challenges. Our payroll application is the foundation of our solution, and all of our clients are required to utilize this application in order to access our other applications. Consequently, we have historically generated the majority of our revenues from our payroll applications, although our revenue mix has evolved and will continue to evolve as we develop and add new non-payroll applications to our solution.

We believe our strategy of focusing on incorporating artificial intelligence ("AI") and automation across our full solution is an important differentiator for attracting new clients and key to long-term client satisfaction and client retention. Our software vision is that people should not perform payroll-related and HCM-related tasks that systems can automate. We have designed our software so users do not have to be system experts or even need training to access information. For example, our industry-first command-driven AI engine, IWant, provides an easy, automated avenue for seeking information about employee data without having to navigate through the software.

Our continued growth depends on attracting new clients by continuing to leverage our sales force productivity, penetrating existing markets and expanding into new markets, targeting a high degree of client employee usage across our solution, and introducing new applications to our existing client base. Client adoption of new applications and, historically, client employee usage of both new and existing applications have been significant factors in our recurring revenue growth. We believe our ability to continue to develop new applications and to improve existing applications will enable us to increase recurring revenues in the future. In addition, we plan to open additional sales offices in the future to further expand our market presence.

The market for HCM software is highly competitive, rapidly evolving and fragmented. We expect competition to remain intense as new market entrants and disruptive technologies emerge and aggressive pricing and client retention strategies persist. These market pressures can directly affect our recurring revenue growth and our ability to attract and retain clients. We believe our long-term focused investments in automation, client ROI achievement, and world-class service can strengthen our recurring revenue growth and annual revenue retention rate.

Our target client size is organizations with 50 to 10,000 or more employees. While we continue to serve a diversified client base ranging from small businesses to organizations with many thousands of employees, the average size of our clients has grown significantly as we have organically grown our operations and increased the number of applications we offer. We believe larger employers, such as organizations with greater than 1,000 employees, represent a substantial opportunity to increase our revenues per client, with limited incremental cost to us. With the launch of our Global HCM solution and expansion of payroll services into certain international markets, we expect that our ability to serve organizations with international employees makes our solution more attractive to larger companies, many of which have a global presence. Because we charge our clients on a per employee basis for certain services we provide, any increase or decrease in the number of employees of our clients will have a positive or negative impact, respectively, on our results of operations. As a result, the performance of certain of our offerings is sensitive to changes in the labor market. In addition, a multitude of macroeconomic pressures, such as inflation and changes in interest rates, impact our clients' hiring practices to varying degrees and, in turn, impact our revenues.

We believe the challenges of managing the ever-changing complexity of payroll and HR will continue to drive companies to turn to outsourced providers for help with their HCM needs. The HCM industry historically has been driven, in part, by legislation and regulatory action, including COBRA, changes to the minimum wage laws or overtime rules, and legislation from federal, state or municipal taxation authorities.

Growing our business has resulted in, and will continue to result in, substantial investments in sales professionals, operating expenses, system development and programming costs (including those related to our full solution automation and AI initiatives) and general and administrative expenses, which have increased and will continue to increase our expenses. Historically, our revenue growth and geographic expansion have driven increases in (i) facility costs related to data centers, the expansion of our corporate headquarters, operations facilities and additional sales office leases and (ii) salaries and benefits and stock-based compensation expense. Automating our core business systems is creating new efficiencies that have led to reductions in headcount and, as a result, contributed to a decrease in certain employee-related expenses during the year ended December 31, 2025. Due to lower headcount, we expect that certain employee-related expenses will be lower in 2026 as compared to 2025.

## Key Metrics

In addition to the U.S. GAAP and non-GAAP metrics discussed elsewhere in this Form 10-K, we also monitor the following metrics to evaluate our business, measure our performance and identify trends affecting our business:

	Year Ended December 31,		
	2025	2024	2023
<b>Key performance indicators:</b>			
Clients	39,199	37,543	36,820
Clients (based on parent company grouping)	20,321	19,422	19,481
Sales teams	58	58	55
Annual revenue retention rate <sup>(1)</sup>	91 %	90 %	90 %

- *Clients.* When we calculate the number of clients at period end, we treat client accounts with separate taxpayer identification numbers (or, in certain circumstances, separate client codes) as separate clients, which often separates client accounts that are affiliated with the same parent organization. We track the number of our clients to provide an accurate gauge of the size of our business. Unless we state otherwise or the context otherwise requires, references to clients throughout this Form 10-K refer to this metric.
- *Clients (based on parent company grouping).* When we calculate the number of clients based on parent company grouping at period end, we combine client accounts that have identified the same person(s) as their decision-maker regardless of whether the client accounts have separate taxpayer identification numbers (or, in certain circumstances, separate client codes), which often combines client accounts that are affiliated with the same parent organization. We track the number of our clients based on parent company grouping to provide an alternate measure of the size of our business and clients.
- *Sales Teams.* We monitor our sales professionals by the number of sales teams at period end. For the purposes of this metric, CRRs and emerging markets representatives are considered one sales team. Each outside sales team typically consists of a sales manager and approximately seven other sales professionals. Certain larger metropolitan areas can

support more than one outside sales team. We believe the number of sales teams is an indicator of potential revenues for future periods.

- *Annual Revenue Retention Rate.* Our annual revenue retention rate tracks the percentage of revenues that we retain from our existing clients. We monitor this metric because it is an indicator of client satisfaction and revenues for future periods.

We calculate annual revenue retention rate for any 12-month period (a “Measurement Period”) as follows:

Recurring and Other Revenues – TTM Revenue Attrition  
Recurring and Other Revenues

The trailing 12-month value of revenue from clients lost during the Measurement Period (“TTM Revenue Attrition”) is equal to the actual recurring fees paid by such lost clients during the 12 months preceding the respective dates on which they last processed payroll with us. The point at which a client is deemed “lost” is determined based on the terms of our standard services agreement with clients. As described in Note 2 “Summary of Significant Accounting Policies”, for the year ended December 31, 2024, we changed the presentation of revenues on the consolidated statements of comprehensive income to disaggregate interest on funds held for clients and combine recurring and other revenues. Reclassifications for the presentation of revenue did not impact the calculation of our annual retention rate.

## Components of Results of Operations

### Sources of Revenues

Revenues consist of recurring and other revenues, and interest on funds held for clients. We expect our revenues to increase as we introduce new applications, expand our client base and renew and expand relationships with existing clients.

#### *Recurring and Other Revenues*

Recurring revenues are derived primarily from our payroll, talent acquisition, talent management, HR management and time and labor management applications, fees charged for form filings and delivery of client payroll checks and reports, and revenues associated with background checks and income and employment verification services. The client’s use of our applications routinely fluctuates based upon factors that include the number of payrolls run and changes in the client’s employee population.

Substantially all of our revenues are generated from (i) fixed amounts charged per billing period plus a fee per employee or transaction processed and (ii) fixed amounts charged per billing period. Our billing period varies by client and is typically based on when each client pays its employees, which may be weekly, bi-weekly, semi-monthly or monthly. Over time, an increasing number of clients will be billed on a monthly basis for certain HCM applications and services, regardless of the client’s payroll cycle. Because recurring revenues are based, in part, on fees for use of our applications and the delivery of checks and reports that are levied on a per-employee basis, our recurring revenues can fluctuate in relation to changes to client employee count. Furthermore, because the timing of revenue recognition is driven by the processing of the client’s payroll, it can vary based upon changes in client payroll dates and the impact that weekends or public holidays may have in prompting a client to accelerate or delay the processing of payroll.

Recurring revenues include revenues relating to the annual processing of payroll tax filing forms and Affordable Care Act (“ACA”) form filing requirements and revenues from processing unscheduled payroll runs (such as bonuses) for our clients. These payroll forms are typically processed in the first quarter of the year, and many of our clients are subject to ACA form filing requirements in the first quarter, which positively impacts first quarter revenues and margins. We anticipate our revenues will continue to exhibit this seasonal pattern related to ACA form filings for so long as the ACA (or replacement legislation) includes employer reporting requirements. In addition, our recurring revenues during the fourth quarter are positively impacted by unscheduled payroll runs for our clients that occur before the end of the year. Nonetheless, we expect the magnitude of these seasonal fluctuations in our revenues to decrease to the extent clients utilize more of our non-payroll applications.

Other revenues consist of implementation fees for the deployment of our solution and revenues from sales of time clocks as part of our time and attendance services. Non-refundable implementation fees are charged to new clients at contract inception. These fees generally range from 10% to 30% of the annualized value of the transaction. Implementation fees are deferred and recognized as revenue over the life of the client, which is estimated to be 10 years. Revenues from the sale of time clocks are recognized when control is transferred to the client upon delivery of the product.

#### *Interest on Funds Held For Clients*

We earn interest income on funds held for clients. Funds held for clients are amounts collected from clients in advance of either the applicable due date for payroll tax submissions or the applicable disbursement date for employee payment services. These collections from clients are typically disbursed from one to 30 days after receipt, with some funds being held for up to 120 days. We typically invest funds held for clients in money market funds, demand deposit accounts, certificates of deposit,

commercial paper and U.S. treasury securities until they are paid to the applicable tax or regulatory agencies or to client employees. As we introduce new applications, expand our client base and renew and expand relationships with existing clients, we expect our average funds held for clients balance and, accordingly, interest earned on funds held for clients, will increase; however, the amount of interest we earn is positively or negatively impacted by changes in interest rates.

#### ***Cost of Revenues***

Cost of revenues consists of expenses related to hosting and supporting our applications, hardware costs, systems support and technology and depreciation and amortization. These costs include employee-related expenses (including non-cash stock-based compensation expenses) and other expenses related to client support, bank charges for processing automated clearing house transactions, certain implementation expenses, delivery charges and paper costs. They also include our cost for time clocks sold and ongoing technology and support costs related to our systems. The amount of depreciation and amortization of property and equipment allocated to cost of revenues is determined based upon an estimate of assets used to support our operations.

#### ***Administrative Expenses***

Administrative expenses consist of sales and marketing expenses, research and development expenses, general and administrative expenses and depreciation and amortization expenses. Sales and marketing expenses consist primarily of employee-related expenses for our direct sales and marketing staff (such as the amortization of commissions and bonuses and non-cash stock-based compensation expenses), marketing expenses and other related costs. Research and development expenses consist primarily of employee-related expenses (including non-cash stock-based compensation expenses) for our development staff, net of capitalized software costs for internally developed software. General and administrative expenses consist of employee-related expenses for finance and accounting, legal, human resources and management information systems personnel (including non-cash stock-based compensation expenses), legal costs, professional fees and other corporate expenses. Depreciation and amortization expenses consist of (i) the amount of depreciation and amortization of property and equipment allocated to administrative expenses (based upon an estimate of assets used to support our selling, general and administrative functions) and (ii) amortization of intangible assets.

#### ***Interest Expense***

Interest expense includes interest on our long-term debt. Prior to the repayment of our long-term debt in November 2023, we capitalized interest costs incurred for indebtedness related to construction in progress. See Note 6 "Long-Term Debt" for discussion of the repayment of our debt.

#### ***Other Income, net***

Other income, net includes interest earned on our own funds, any gain or loss on the sale or disposal of fixed assets, any costs associated with the early repayment of debt, any loss on the extinguishment of debt, and any gain on the modification of the naming rights agreement.

#### ***Provision for Income Taxes***

Our consolidated financial statements include a provision for income taxes incurred for the anticipated tax consequences of the reported results of operations using the asset and liability method. Under this method, we recognize deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the financial reporting and tax basis of assets and liabilities, as well as for any operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using the tax rates expected to apply to taxable income for the years in which those tax assets and liabilities are expected to be realized or settled. We recognize a valuation allowance to reduce deferred tax assets to the net amount we believe is more likely than not to be realized.

## Results of Operations

The following table sets forth selected consolidated statements of income data and such data as a percentage of total revenues for each of the periods indicated, as well as year-over-year changes with respect to each line item. Refer to "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in the [Annual Report on Form 10-K for the year ended December 31, 2024, filed with the Securities and Exchange Commission \(the "SEC"\) on February 20, 2025](#), for a discussion of results of operations for the year ended December 31, 2024 compared to the year ended December 31, 2023.

	Year Ended December 31,		% Change
	2025	2024	
<b>Revenues</b>			
Recurring and other	\$ 1,938.7	94.5 %	\$ 1,758.3 93.4 % 10.3%
Interest on funds held for clients	113.0 5.5 %	124.9 6.6 %	-9.6%
Total revenues	2,051.7 100.0 %	1,883.2 100.0 %	9.0%
<b>Cost of revenues</b>			
Operating expenses	263.0 12.8 %	267.4 14.2 %	-1.6%
Depreciation and amortization	82.4 4.0 %	67.2 3.6 %	22.5%
Total cost of revenues	345.4 16.8 %	334.6 17.8 %	3.2%
<b>Administrative expenses</b>			
Sales and marketing	482.8 23.5 %	434.4 23.1 %	11.2%
Research and development	283.4 13.8 %	242.6 12.9 %	16.8%
General and administrative	279.0 13.6 %	158.6 8.4 %	75.9%
Depreciation and amortization	93.9 4.6 %	78.7 4.2 %	19.3%
Total administrative expenses	1,139.1 55.5 %	914.3 48.6 %	24.6%
Total operating expenses	1,484.5 72.4 %	1,248.9 66.3 %	18.9%
Operating income	567.2 27.6 %	634.3 33.7 %	-10.6%
Interest expense	(3.4) -0.2 %	(3.4) -0.2 %	1.9%
Other income, net	55.6 2.7 %	18.1 1.0 %	207.2%
Income before income taxes	619.4 30.2 %	649.0 34.5 %	-4.6%
Provision for income taxes	166.0 8.1 %	147.0 7.8 %	13.0%
Net income	\$ 453.4 22.1 %	\$ 502.0 26.7 %	-9.7%

### Revenues

#### Recurring and Other Revenues

The increase in recurring and other revenues for the year ended December 31, 2025 from the year ended December 31, 2024 was the result of the addition of new clients, increased revenue from sales of additional applications and services to existing clients, additions and increased usage of existing products and services, and the realization of pricing strategies. Client attrition, particularly among smaller clients, partially offset the favorable impact of these revenue drivers.

#### Interest on Funds Held For Clients

The impact of lower interest rates during the year ended December 31, 2025 as compared to the prior year was partially offset by an increase in average funds held for client balances, but nonetheless resulted in decreased interest earned on funds held for clients for the year ended December 31, 2025 as compared to the year ended December 31, 2024. The average daily balance of funds held for clients was \$2.7 billion and \$2.4 billion the years ended December 31, 2025 and 2024, respectively.

### Expenses

#### Cost of Revenues

During the year ended December 31, 2025, operating expenses decreased from the prior year by \$4.3 million, primarily due to an \$8.2 million decrease in employee-related expenses, which was partially offset by a \$2.5 million increase in shipping and supplies fees and a \$1.1 million increase in banking related fees. Depreciation and amortization expense increased \$15.2 million primarily due to the development of additional technology, purchases of other related fixed assets, and the impact of our corporate headquarters expansion that was placed into service in April 2024, which increases were partially offset by the impact of an increase in the estimated useful lives of servers and network equipment.

## Administrative Expenses

### Sales and marketing

During the year ended December 31, 2025, sales and marketing expenses increased from the prior year by \$48.4 million due to a \$40.4 million increase in marketing and advertising expense and an \$8.0 million increase in employee-related expenses. Based on positive results from our advertising campaigns, we plan to continue to invest in our marketing program and may adjust spending levels in future periods as we see opportunities for favorable returns on our investments.

### Research and development

During the year ended December 31, 2025, research and development expenses increased \$40.8 million from the prior year primarily due to an increase in employee-related expenses.

As a result of reduced headcount, we expect research and development employee-related expenses to be lower in 2026 as compared to 2025. As is customary for our business, we expect fluctuations in research and development expense as a percentage of revenue on a quarter-to-quarter basis due to seasonal revenue trends, the introduction of new products, the amount and timing of research and development costs that may be capitalized and the timing of onboarding new hires and restricted stock vesting events.

Expenditures for software developed or obtained for internal use are capitalized and amortized over a three-year period on a straight-line basis. The nature of the development projects underway during a particular period directly impacts the timing and extent of these capitalized expenditures and can affect the amount of research and development expenses in such period. The table below sets forth the amounts of capitalized and expensed research and development costs for the years ended December 31, 2025 and 2024:

	Year Ended December 31,		% Change
	2025	2024	
Capitalized portion of research and development	\$ 152.9	\$ 125.7	22%
Expensed portion of research and development	283.4	242.6	17%
<b>Total research and development costs</b>	<b>\$ 436.3</b>	<b>\$ 368.3</b>	<b>18%</b>

### General and administrative

During the year ended December 31, 2025, general and administrative expenses increased \$120.4 million from the prior year primarily due to a \$117.5 million reversal of previously recognized stock-based compensation expense related to the forfeiture of a restricted stock award upon Chad Richison's transition to Co-Chief Executive Officer in February 2024 and a \$2.0 million increase in other employee-related expenses.

### Non-Cash Stock-Based Compensation Expense

The following table presents the non-cash stock-based compensation expense that is included within the specified line items in our consolidated statements of comprehensive income:

	Year Ended December 31,		% Change
	2025	2024	
Operating expenses	\$ 15.7	\$ 13.5	16%
Sales and marketing	28.8	19.0	52%
Research and development	34.7	26.3	32%
General and administrative	39.5	(81.7)	-148%
<b>Total non-cash stock-based compensation expense</b>	<b>\$ 118.7</b>	<b>\$ (22.9)</b>	<b>-619%</b>

### Depreciation and Amortization

During the year ended December 31, 2025, depreciation and amortization expense increased from the prior year primarily due to the development of additional technology, purchases of other related fixed assets, and the impact of our corporate headquarters expansion that was placed into service in April 2024, which increases were partially offset by the impact of an increase in the estimated useful lives of servers and network equipment.

### Interest Expense

During the year ended December 31, 2025, interest expense was flat compared to the prior year.

### Other Income, net

The increase in other income, net for the year ended December 31, 2025, as compared to the prior year, was primarily attributable to a \$35.6 million gain that resulted from the July 2025 amendment to the naming rights agreement. See Note 4

“Goodwill and Intangible Assets, Net”. Additionally, increases in interest earned on our corporate funds due to higher operating cash balances contributed to the increase. For the years ended December 31, 2025 and 2024, we earned interest on our corporate funds of \$17.9 million and \$17.3 million, respectively.

#### **Provision for Income Taxes**

The provision for income taxes is based on a current estimate of the annual effective income tax rate adjusted to reflect the impact of discrete items. Our effective income tax rate was 27% and 23% for the years ended December 31, 2025 and 2024.

#### **Liquidity and Capital Resources**

Our principal sources of capital and liquidity are our operating cash flow and cash and cash equivalents. Our cash and cash equivalents consist primarily of demand deposit accounts and money market funds. Additionally, we maintain a \$1.0 billion senior secured revolving credit facility (the “Revolving Credit Facility”), which can be accessed as needed to supplement our operating cash flow and cash balances. As of December 31, 2025, we did not have any outstanding borrowings under the Revolving Credit Facility.

We fund our operations primarily from cash flows generated from operations. We are funding our ongoing capital expenditures from available cash. Further, to date, all cash dividends and purchases under our stock repurchase plan have been funded from available cash, although we may determine that it is appropriate to fund future stock repurchases or other capital requirements from a combination of available cash and borrowings under the Revolving Credit Facility. We believe our existing cash and cash equivalents, cash generated from operations and available sources of liquidity will be sufficient to maintain operations, make necessary capital expenditures, pay dividends and opportunistically repurchase shares for at least the next 12 months. In addition, based on our strong profitability and continued growth, we expect to meet our longer-term liquidity needs with cash flows from operations and, as needed, financing arrangements.

*Credit Agreement.* We are party to a credit agreement (as amended from time to time, the “Credit Agreement”) with JPMorgan Chase Bank, N.A., as a lender, swingline lender and issuing bank, the lenders from time to time party thereto (collectively with JPMorgan Chase Bank, N.A., the “Lenders”), and JPMorgan Chase Bank, N.A., as the administrative agent. The Credit Agreement provides for the Revolving Credit Facility in the aggregate principal amount of up to \$1.0 billion. In addition, we may request an incremental facility of up to an additional \$500.0 million, subject to obtaining additional lender commitments and approvals and satisfying certain other conditions. All loans under the Credit Agreement will mature on July 29, 2027 (the “Scheduled Maturity Date”). Subject to certain conditions set forth in the Credit Agreement, we may borrow, prepay and reborrow under the Revolving Credit Facility and terminate or reduce the Lenders’ commitments at any time prior to the Scheduled Maturity Date.

We are required to pay a quarterly commitment fee on the daily amount of the undrawn portion of the revolving commitments under the Revolving Credit Facility at a rate per annum of (i) 0.20% if the Company’s consolidated leverage ratio is less than 1.0 to 1.0; (ii) 0.225% if the Company’s consolidated leverage ratio is greater than or equal to 1.0 to 1.0 but less than 2.0 to 1.0; (iii) 0.25% if the Company’s consolidated leverage ratio is greater than or equal to 2.0 to 1.0 but less than 3.0 to 1.0; or (iv) 0.275% if the Company’s consolidated leverage ratio is greater than or equal to 3.0 to 1.0.

Under the Credit Agreement, we are required to maintain as of the end of each fiscal quarter a consolidated interest coverage ratio of not less than 3.0 to 1.0 and a consolidated leverage ratio of not greater than 3.0 to 1.0.

*Stock Repurchase Plan and Withholding Shares to Cover Taxes.* In August 2022, our Board of Directors authorized a stock repurchase plan allowing for the repurchase up to \$1.1 billion of shares of our common stock in open market transactions at prevailing market prices, in privately negotiated transactions (including accelerated share repurchases) or by other means in accordance with federal securities laws, including Rule 10b5-1 programs. The stock repurchase plan was set to expire on August 15, 2024. In July 2024, our Board of Directors increased and extended the stock repurchase plan, such that \$1.5 billion is available for repurchases through August 15, 2026. As of December 31, 2025, there was \$1.11 billion available for repurchases under our stock repurchase plan. Our stock repurchase plan may be suspended or discontinued at any time. The actual timing, number and value of shares repurchased depends on a number of factors, including the market price of our common stock, general market and economic conditions, shares withheld for taxes associated with the vesting of equity incentive awards and other corporate considerations.

During the year ended December 31, 2025, we repurchased an aggregate of 1,730,720 shares of our common stock at an average cost of \$213.81 per share, including 184,752 shares withheld to satisfy tax withholding obligations for certain individuals upon the vesting of equity incentive awards. Our payment of the taxes on behalf of those individuals resulted in an aggregate cash expenditure of \$44.5 million and, as such, we generally subtract the amounts attributable to such withheld shares from the aggregate amount available for future purchases under our stock repurchase plan.

*Dividends on Common Stock.* For a discussion of our dividends, see “Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.”

## Cash Flow Analysis

Our cash flows from operating activities have historically been significantly impacted by profitability, implementation revenues received but deferred, our investment in sales and marketing to drive growth, and research and development. Our ability to meet future liquidity needs will be driven by our operating performance and the extent of continued investment in our operations. Failure to generate sufficient revenues and related cash flows could have a material adverse effect on our ability to meet our liquidity needs and achieve our business objectives.

We completed an expansion of our corporate headquarters, which was placed into service in the second quarter of 2024. Our capital expenditures will fluctuate based on our strategic initiatives. Depending on certain growth opportunities, we may choose to accelerate investments in sales and marketing, acquisitions, technology and services. Actual future capital requirements will depend on many factors, including our future revenues, cash from operating activities and the level of expenditures in all areas of our business.

In addition, we purchased the naming rights to the downtown Oklahoma City arena that is currently home to the Oklahoma City Thunder National Basketball Association franchise. Under the terms of the naming rights agreement, we committed to make escalating annual sponsorship fee payments from 2021 to 2035. The payments are due in the fourth quarter of each year. In July 2025, the naming rights agreement was amended to provide, among other things, that the agreement and our obligation to make the previously disclosed annual sponsorship fee payments thereunder will terminate on the earlier of (i) September 30, 2028 or (ii) the date of the last event hosted or presented at the current arena (subject to earlier termination in certain limited circumstances), with a reduction in the sponsorship fee if the term of the agreement ends prior to September 30, 2028 and in certain other limited circumstances. The amendment did not otherwise impact our obligation to make the previously disclosed annual sponsorship fee payments for the remainder of the amended agreement term.

On July 4, 2025, H.R. 1, the “One Big Beautiful Bill Act” (the “OBBA”) was signed into law, bringing significant amendments to the U.S. tax code. The OBBA allows an immediate deduction for domestic research and development expenditures and reinstates 100% bonus depreciation. Our cash tax remittances decreased in the second half of 2025, and we anticipate that continued reductions will positively impact cash flows in future periods.

As part of our payroll and payroll tax filing services, we collect funds from our clients for employment taxes and payroll obligations, which we remit to the appropriate tax agencies and accounts designated by our clients. We typically invest these funds in money market funds, demand deposit accounts, certificates of deposit, commercial paper and U.S. treasury securities from which we earn interest income during the period between receipt and disbursement of such funds.

Our cash flows from investing and financing activities are influenced by the amount of funds held for clients, which can vary significantly from quarter to quarter. The balance of the funds we hold depends on our clients’ payroll calendars. As a result, the balance changes from period to period in alignment with the timing of each payroll cycle.

Our cash flows from financing activities are also affected by the extent to which we use available cash to purchase shares of common stock under our stock repurchase plan as well as equity incentive award vesting events that result in net share settlements and the Company paying withholding taxes on behalf of certain employees. Additionally, we intend to continue to pay a quarterly cash dividend, subject to the discretion of the Board of Directors.

The following table summarizes the consolidated statements of cash flows for the years ended December 31, 2025 and 2024:

	Year Ended December 31,		% Change
	2025	2024	
Net cash provided by (used in):			
Operating activities	\$ 678.9	\$ 533.9	27%
Investing activities	(611.2)	(22.2)	2653%
Financing activities	1,022.0	1,108.3	-8%
Increase in cash, cash equivalents, restricted cash and restricted cash equivalents	\$ 1,089.7	\$ 1,620.0	-33%

### Operating Activities

Cash provided by operating activities for the year ended December 31, 2025 primarily consisted of payments received from our clients and interest earned on funds held for clients. Cash used in operating activities primarily consisted of personnel-related expenditures to support the growth and infrastructure of our business. These payments included costs of operations, advertising and other sales and marketing efforts, information technology infrastructure development, product research and development and security and administrative costs. Compared to the year ended December 31, 2024, our operating cash flows for the year ended December 31, 2025 were positively impacted by changes in working capital.

#### *Investing Activities*

Cash used in investing activities for the year ended December 31, 2025 increased from the prior year primarily due to an \$811.0 million increase in purchases of investments from funds held for clients and a \$78.0 million increase in purchases of property and equipment, which were partially offset by a \$300.0 million increase in proceeds from investments from funds held for clients.

#### *Financing Activities*

Cash provided by financing activities for the year ended December 31, 2025 decreased from the prior year primarily due to a \$202.7 million increase in repurchases of common stock and a \$22.8 million increase in withholding taxes paid related to net share settlements. The decrease in cash provided by financing activities was partially offset by the impact of a \$133.7 million change related to the client funds obligation, which is due to the timing of receipts from our clients and payments made to our clients' employees and applicable taxing authorities on their behalf, and a \$5.5 million increase in proceeds from the employee stock purchase plan.

#### **Contractual Obligations**

Our principal commitments primarily consist of leases for office space and the naming rights agreement. For additional information regarding our naming rights agreement, leases, and our commitments and contingencies, see Note 4 "Goodwill and Intangible Assets, Net", Note 5 "Leases" and Note 12 "Commitments and Contingencies".

We plan to continue to lease additional office space to support our growth. In addition, many of our existing lease agreements provide us with the option to renew. When applicable, our future operating lease obligations include payments due during any renewal period provided for in the lease where the lease imposes a penalty for failure to renew. Additional details on our leases, including the related future cash outflows, are included within Note 5 "Leases" in the notes to our consolidated financial statements included elsewhere within this Form 10-K.

#### **Critical Accounting Policies and Estimates**

Our consolidated financial statements and accompanying notes have been prepared in accordance with U.S. GAAP. The preparation of these consolidated financial statements requires us to make estimates, judgments and assumptions that affect the reported amounts of assets, liabilities, revenues, costs and expenses, and related disclosures. Estimates made in accordance with U.S. GAAP that involve a significant level of estimation uncertainty and have had or are reasonably likely to have a material impact on our financial condition are described below. On an ongoing basis, we evaluate our estimates and assumptions to ensure that management believes them to be reasonable under the then-current facts and circumstances. Actual amounts and results may materially differ from these estimates made by management under different assumptions and conditions.

Certain accounting policies that require significant management estimates, and are deemed critical to our results of operations or financial position, are described below. Accordingly, these are the policies we believe are the most critical to aid in fully understanding and evaluating our consolidated financial condition and results of operations.

In the third quarter of 2025, we completed an assessment of the useful lives of our servers and network equipment. Based on this assessment, we increased the estimated useful lives of these assets from three years to six years, effective as of the beginning of the third quarter of 2025. Refer to Note 2 "Summary of Significant Accounting Policies" in the notes to the consolidated financial statements included elsewhere in this Form 10-K for more information.

#### **Revenue Recognition**

Revenues are recognized when control of the promised goods or services is transferred to our clients in an amount that reflects the consideration we expect to be entitled to for those goods or services. Substantially all of our revenues are derived from contracts with clients. Sales and other applicable taxes are excluded from revenues.

Recurring revenues are derived primarily from our payroll, talent acquisition, talent management, HR management and time and labor management applications, fees charged for form filings and delivery of client payroll checks and reports, and revenues associated with background checks and income and employment verification services. For a description of our applications, refer to Part I, Item 1, "Business," of this Form 10-K.

The client's use of our applications routinely fluctuates based upon factors that include the number of payrolls run and changes in the client's employee population. These usage-based fluctuations do not change our core performance obligation to stand ready to provide the customer with services for the remainder of the contractual term.

The performance obligations related to recurring revenues are generally satisfied and recognized during each client's payroll period, with the agreed-upon fee being charged and collected as part of our processing of the client's payroll. Collectability is reasonably assured as the fees are generally collected through an automated clearing house as part of the client's payroll cycle or through direct wire transfer, which minimizes the default risk.

The contract period for the majority of contracts associated with these revenues is one month due to the fact that both we and the client typically have the unilateral right to terminate a wholly unperformed contract without compensating the other.

party by providing 30 days' notice of termination. We consider the total price charged to a client in a given period to be indicative of the standalone selling price, as the total amount charged is within a reasonable range of prices typically charged for our goods and services for comparable classes of client groups, which we periodically assess for price adjustments.

Other revenues consist of nonrefundable implementation fees, which are charged upfront to new clients to offset the expense of new client set-up, as well as revenues from the sale of time clocks as part of our time and attendance application. Although these revenues are related to our recurring revenues, they represent distinct performance obligations. The nonrefundable upfront fee charged to our clients results in an implied performance obligation in the form of a material right to the client related to the client's option to renew at the end of the contract period. The nonrefundable upfront fee is typically collected upon contract inception and is deferred and recognized ratably over the period that our client realizes the benefits from the material right (*i.e.*, 10-year estimated client life). We conduct an annual analysis of client retention data to support our client life estimate. A change in our client life estimate could have a material impact on the timing and amounts recognized as revenue for nonrefundable upfront fees.

Revenues from the sale of time clocks are recognized when control is transferred to the client upon delivery of the product. We estimate the standalone selling price for the time clocks by maximizing the use of observable inputs such as our specific pricing practices for time clocks.

Interest income on funds held for clients is earned on funds that are collected from clients in advance of either the applicable due date for payroll tax submissions or the applicable disbursement date for employee payment services. The interest earned on these funds is included in revenues in the consolidated statements of comprehensive income as the collection, holding, and remittance of these funds are essential components of providing these services.

#### ***Assets Recognized from the Costs to Obtain and Costs to Fulfill Revenue Contracts***

We recognize an asset for the incremental costs of obtaining a contract with a client if we expect the amortization period to be longer than one year. We also recognize an asset for the costs to fulfill a contract with a client if such costs are specifically identifiable, generate or enhance resources used to satisfy future performance obligations, and are expected to be recovered. We have determined that substantially all costs related to implementation activities are administrative in nature and also meet the capitalization criteria under Accounting Standards Codification 340-40, "Other Assets and Deferred Costs". These capitalized costs to fulfill principally relate to upfront direct costs that are expected to be recovered through margin and that enhance our ability to satisfy future performance obligations. The assets related to both costs to obtain, and costs to fulfill, contracts with clients are accounted for utilizing a portfolio approach and are capitalized and amortized ratably over the expected period of benefit, which we have determined to be the estimated life of the client relationship of 10 years primarily because we incur no new costs to obtain, or costs to fulfill, a contract upon renewal. A change in our client life estimate could have a material impact on the timing and amounts recognized as amortization expense.

Additional commission costs may be incurred when an existing client purchases additional applications; however, these commission costs relate solely to the additional applications purchased and are not related to contract renewal. Furthermore, additional fulfillment costs associated with existing clients purchasing additional applications are minimized by our seamless single-database platform.

The assets related to both costs to obtain, and costs to fulfill, contracts with customers are presented as deferred contract costs in the accompanying consolidated balance sheets. Amortization expense related to costs to obtain and costs to fulfill a contract is included in sales and marketing expenses and general and administrative expenses in the accompanying consolidated statements of comprehensive income. We regularly review our assets recognized from the costs to obtain and costs to fulfill client contracts for potential impairment and did not recognize an impairment loss during the years ended December 31, 2025 or December 31, 2024.

#### ***Stock-Based Compensation Awards***

Historically, our stock-based compensation programs have included restricted stock awards and restricted stock unit ("RSU") awards. We issue stock-based compensation awards with three different types of vesting requirements including awards that vest solely based on condition of service, awards that vest based on achieving certain performance metrics such as revenue or adjusted EBITDA targets, and awards that vest based on achieving certain market conditions such as relative total stockholder return or volume weighted average price targets.

We measure the fair value of awards that vest solely based on condition of service, such as our time-based shares of restricted stock and time-based RSUs, and the fair value of awards that vest based on achieving certain performance metrics, by using the closing market price on the date of grant.

We measure the fair value of awards that vest based on achieving certain market conditions, such as relative total stockholder return or volume weighted average price targets, by using a Monte Carlo simulation model. Stock-based compensation cost is recognized only for those awards expected to meet the requisite service and performance vesting conditions. Stock-based compensation cost is recognized on a straight-line basis over the requisite or derived service period of the award, which is generally the vesting period of the award, with forfeitures recognized as incurred.

The Monte Carlo simulation model used to determine the fair value of awards that vest based on market conditions considers various subjective assumptions as inputs, which involve inherent uncertainties and the application of our judgment as it relates to market volatilities, the historical volatility of our stock price, risk-free rates, expected performance period, dividend yield, and correlation to benchmark (for total stockholder return based awards). Determining these assumptions is subjective and complex, and therefore, a change in the assumptions utilized could impact the calculation of the fair value of our awards that vest based on achieving certain market conditions and the associated stock-based compensation cost. Refer to Note 11 “Stock-Based Compensation” in the notes to our consolidated financial statements for further information regarding our stock-based compensation awards.

### Recent Accounting Pronouncements

Refer to Note 2 “Summary of Significant Accounting Policies” in the notes to the consolidated financial statements for a full description of recent accounting pronouncements.

### Non-GAAP Financial Measures

Management uses adjusted EBITDA and non-GAAP net income as supplemental measures to review and assess the performance of our core business operations and for planning purposes. We define (i) adjusted EBITDA as net income plus interest expense, taxes, depreciation and amortization, non-cash stock-based compensation expense, certain transaction expenses that are not core to our operations (if any) and any loss on the extinguishment of debt, less any gain on modification of the naming rights agreement, and (ii) non-GAAP net income as net income plus non-cash stock-based compensation expense, certain transaction expenses that are not core to our operations (if any) and any loss on the extinguishment of debt, less any gain on modification of the naming rights agreement, all of which are adjusted for the effect of income taxes. Adjusted EBITDA and non-GAAP net income are metrics that provide investors with greater transparency to the information used by management in its financial and operational decision-making. We believe these metrics are useful to investors because they facilitate comparisons of our core business operations across periods on a consistent basis, as well as comparisons with the results of peer companies, many of which use similar non-GAAP financial measures to supplement results under U.S. GAAP. In addition, adjusted EBITDA is a measure that provides useful information to management about the amount of cash available for reinvestment in our business, paying dividends, repurchasing common stock and other purposes. Management believes that the non-GAAP measures presented in this Form 10-K, when viewed in combination with our results prepared in accordance with U.S. GAAP, provide a more complete understanding of the factors and trends affecting our business and performance.

Adjusted EBITDA and non-GAAP net income are not measures of financial performance under U.S. GAAP, and should not be considered a substitute for net income, which we consider to be the most directly comparable U.S. GAAP measure. Adjusted EBITDA and non-GAAP net income have limitations as analytical tools, and when assessing our operating performance, you should not consider adjusted EBITDA or non-GAAP net income in isolation, or as a substitute for net income or other consolidated statements of comprehensive income data prepared in accordance with U.S. GAAP. Adjusted EBITDA and non-GAAP net income may not be comparable to similarly titled measures of other companies, and other companies may not calculate such measures in the same manner as we do.

The following tables reconcile net income to adjusted EBITDA, net income to non-GAAP net income and earnings per share to non-GAAP net income per share on a basic and diluted basis. Refer to “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” in the [Annual Report on Form 10-K for the year ended December 31, 2024, filed with the SEC on February 20, 2025](#), for a presentation of the amounts for the year ended December 31, 2023.

	Year Ended December 31,	
	2025	2024
<b>Net income to adjusted EBITDA:</b>		
Net income	\$ 453.4	\$ 502.0
Interest expense	3.4	3.4
Provision for income taxes	166.0	147.0
Depreciation and amortization	176.3	145.9
EBITDA	799.2	798.3
Non-cash stock-based compensation expense	118.7	(22.9)
Gain on modification of naming rights agreement	(35.6)	—
Adjusted EBITDA	<u><u>\$ 882.3</u></u>	<u><u>\$ 775.4</u></u>

	Year Ended December 31,	
	2025	2024
<b>Net income to non-GAAP net income:</b>		
Net income	\$ 453.4	\$ 502.0
Non-cash stock-based compensation expense	118.7	(22.9)
Gain on modification of naming rights agreement	(35.6)	—
Income tax effect on non-GAAP adjustments	(17.9)	(17.1)
Non-GAAP net income	<u><u>\$ 518.6</u></u>	<u><u>\$ 462.0</u></u>

Weighted average shares outstanding:		
Basic	55.8	56.2
Diluted	56.1	56.3
Earnings per share, basic	\$ 8.13	\$ 8.93
Earnings per share, diluted	\$ 8.08	\$ 8.92
Non-GAAP net income per share, basic	\$ 9.30	\$ 8.22
Non-GAAP net income per share, diluted	\$ 9.24	\$ 8.21

	Year Ended December 31,	
	2025	2024
<b>Earnings per share to non-GAAP net income per share, basic:</b>		
Earnings per share, basic	\$ 8.13	\$ 8.93
Non-cash stock-based compensation expense	2.13	(0.41)
Gain on modification of naming rights agreement	(0.64)	—
Income tax effect on non-GAAP adjustments	(0.32)	(0.30)
Non-GAAP net income per share, basic	<u><u>\$ 9.30</u></u>	<u><u>\$ 8.22</u></u>

	Year Ended December 31,	
	2025	2024
<b>Earnings per share to non-GAAP net income per share, diluted:</b>		
Earnings per share, diluted	\$ 8.08	\$ 8.92
Non-cash stock-based compensation expense	2.12	(0.41)
Gain on modification of naming rights agreement	(0.64)	—
Income tax effect on non-GAAP adjustments	(0.32)	(0.30)
Non-GAAP net income per share, diluted	<u><u>\$ 9.24</u></u>	<u><u>\$ 8.21</u></u>

#### Item 7A. Quantitative and Qualitative Disclosures About Market Risk

##### *Interest Rate Sensitivity*

As of December 31, 2025, we had corporate cash and cash equivalents totaling \$370.0 million and funds held for clients cash and cash equivalents totaling \$4.8 billion. These amounts are invested primarily in demand deposit accounts and money market funds. We consider all highly liquid debt instruments with an original maturity of three months or less and SEC-registered money market mutual funds to be cash equivalents. Additionally, we had available-for-sale securities totaling \$374.5 million included within funds held for clients on the consolidated balance sheets as of December 31, 2025. Our available-for-sale securities consisted of U.S. treasury securities with original maturities of two years or less and a certificate of deposit. The primary objectives of our investing activities are capital preservation, meeting our liquidity needs and, with respect to investing client funds, generating interest income while maintaining the safety of principal. We do not enter into investments for trading or speculative purposes.

Our investments are subject to market risk due to changes in interest rates. The market value of fixed rate securities may be adversely affected due to a rise in interest rates, while floating rate securities may produce less income than expected if interest rates fall. Due in part to these factors, our future investment income may fall short of expectations due to changes in interest rates, or we may suffer losses in principal if we are forced to sell securities that decline in market value due to changes.

in interest rates. We classify all debt securities with an original maturity greater than three months as available-for-sale and, as a result, no gains or losses are recognized due to changes in interest rates until such securities are sold or decreases in fair value are determined to be nonrecoverable. To date, we have not recorded any credit impairment losses on our portfolio.

As of December 31, 2025, a hypothetical increase or decrease in interest rates of 100 basis points would result in an approximately \$22.1 million increase or decrease, respectively, in interest earned on funds held for clients over the ensuing 12-month period. There are no incremental costs of revenue associated with changes in interest earned on funds held for clients.

An immediate increase in interest rates of 100 basis points would have resulted in a \$1.7 million reduction in the aggregate market value of our available-for-sale securities as of December 31, 2025. An immediate decrease in interest rates of 100 basis points would have resulted in a \$1.7 million increase in the aggregate market value of our available-for-sale securities as of December 31, 2025. These estimates are based on a sensitivity model that measures market value changes when changes in interest rates occur.

**Item 8. Financial Statements and Supplementary Data**

**INDEX TO CONSOLIDATED FINANCIAL STATEMENTS**

**Paycom Software, Inc.**

*Consolidated Annual Financial Statements*

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## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Stockholders  
Paycom Software, Inc.

### Opinion on the financial statements

We have audited the accompanying consolidated balance sheets of Paycom Software, Inc. (a Delaware corporation) and subsidiaries (the “Company”) as of December 31, 2025 and 2024, the related consolidated statements of comprehensive income, stockholders’ equity, and cash flows for each of the three years in the period ended December 31, 2025, and the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025, in conformity with accounting principles generally accepted in the United States of America.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (“PCAOB”), the Company’s internal control over financial reporting as of December 31, 2025, based on criteria established in the 2013 *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (“COSO”), and our report dated February 19, 2026 expressed an unqualified opinion.

### Basis for opinion

These consolidated financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

### Critical audit matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

#### *Deferred implementation revenue and contract costs amortization period*

As described further in Note 2 “Summary of Significant Accounting Policies” to the consolidated financial statements, the Company capitalizes costs associated with obtaining and fulfilling revenue contracts when it expects the amortization period to be longer than one year. The resulting assets are amortized over the expected period of benefit of 10 years, which the Company has determined to be the estimated life of a client relationship. The Company also uses the estimated client relationship period in recognizing deferred implementation revenue. We identified the amortization period of both the deferred contract costs as well as the deferred implementation revenue as a critical audit matter.

The principal considerations for our determination that the amortization period of both the deferred contract costs as well as the deferred implementation revenue is a critical audit matter are as follows. Given the materiality of the balances of deferred contract costs and deferred implementation revenue, this assumption is considered sensitive as a change could yield a material impact on the consolidated financial statements. Auditing the estimated life of the Company’s client relationships required significant auditor judgment in planning and executing the appropriate audit procedures.

Our audit procedures related to the estimated life of the Company's client relationships included the following, among others. We tested the design and operating effectiveness of controls relating to management's annual review of the reasonableness of the estimated life of a client relationship, including controls over the completeness of key inputs in the calculation and the review of the methodology applied by the Company's third-party specialist. With the assistance of a valuation specialist, we tested the methodologies used in determining the appropriateness of the estimated life by evaluating the relationship between the average life of a client and the associated attrition rate for reasonableness. This included reperforming the calculation and verifying that all provided historical data was utilized in the analysis. We also performed procedures over the data utilized in the analysis, including comparing a sample of historical data to previously audited information.

/s/ GRANT THORNTON LLP

We have served as the Company's auditor since 2009.

Oklahoma City, Oklahoma

February 19, 2026

**Paycom Software, Inc.**  
**Consolidated Balance Sheets**  
(in millions, except per share amounts)

	<b>December 31, 2025</b>	<b>December 31, 2024</b>
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 370.0	\$ 402.0
Accounts receivable	44.9	39.2
Prepaid expenses	47.5	44.4
Inventory	1.7	1.4
Income tax receivable	78.2	11.9
Deferred contract costs	159.5	140.4
Current assets before funds held for clients	701.8	639.3
Funds held for clients	5,137.0	3,665.5
Total current assets	5,838.8	4,304.8
Property and equipment, net	687.3	561.4
Intangible assets, net	37.4	46.2
Goodwill	51.9	51.9
Long-term deferred contract costs	857.4	783.6
Operating lease right-of-use assets	89.4	80.6
Other assets	36.5	31.4
Total assets	<u>\$ 7,598.7</u>	<u>\$ 5,859.9</u>
<b>Liabilities and Stockholders' Equity</b>		
Current liabilities:		
Accounts payable	\$ 6.6	\$ 23.9
Accrued commissions and bonuses	28.2	33.0
Accrued payroll and vacation	60.1	59.0
Deferred revenue	28.3	30.0
Operating lease liabilities	28.4	20.4
Accrued expenses and other current liabilities	79.8	74.8
Current liabilities before client funds obligation	231.4	241.1
Client funds obligation	5,137.0	3,665.7
Total current liabilities	5,368.4	3,906.8
Deferred income tax liabilities, net	304.4	149.7
Long-term deferred revenue	121.9	114.6
Long-term operating lease liabilities	61.9	63.0
Other long-term liabilities	10.6	49.9
Total long-term liabilities	498.8	377.2
Total liabilities	<u>5,867.2</u>	<u>4,284.0</u>
Commitments and contingencies (Note 12 "Commitments and Contingencies")		
Stockholders' equity:		
Common stock, \$0.01 par value (100.0 shares authorized, 63.6 and 63.0 shares issued at December 31, 2025 and December 31, 2024, respectively; 54.8 and 55.9 shares outstanding at December 31, 2025 and December 31, 2024, respectively)	0.6	0.6
Additional paid-in capital	878.4	724.8
Retained earnings	2,255.6	1,887.5
Accumulated other comprehensive earnings (loss)	0.3	(0.6)
Treasury stock, at cost (8.8 and 7.1 shares at December 31, 2025 and December 31, 2024, respectively)	(1,403.4)	(1,036.4)
Total stockholders' equity	1,731.5	1,575.9
Total liabilities and stockholders' equity	<u>\$ 7,598.7</u>	<u>\$ 5,859.9</u>

See accompanying notes to the consolidated financial statements.

**Paycom Software, Inc.**  
**Consolidated Statements of Comprehensive Income**  
(in millions, except per share amounts)

	<b>Year Ended December 31,</b>		
	<b>2025</b>	<b>2024</b>	<b>2023</b>
<b>Revenues</b>			
Recurring and other	\$ 1,938.7	\$ 1,758.3	\$ 1,585.7
Interest on funds held for clients	113.0	124.9	108.0
Total revenues	<u>2,051.7</u>	<u>1,883.2</u>	<u>1,693.7</u>
<b>Cost of revenues</b>			
Operating expenses	263.0	267.4	223.7
Depreciation and amortization	82.4	67.2	52.6
Total cost of revenues	<u>345.4</u>	<u>334.6</u>	<u>276.3</u>
<b>Administrative expenses</b>			
Sales and marketing	482.8	434.4	417.6
Research and development	283.4	242.6	199.0
General and administrative	279.0	158.6	288.1
Depreciation and amortization	93.9	78.7	61.4
Total administrative expenses	<u>1,139.1</u>	<u>914.3</u>	<u>966.1</u>
Total operating expenses	<u>1,484.5</u>	<u>1,248.9</u>	<u>1,242.4</u>
Operating income	567.2	634.3	451.3
Interest expense	(3.4)	(3.4)	(1.9)
Other income, net	55.6	18.1	23.0
Income before income taxes	619.4	649.0	472.4
Provision for income taxes	166.0	147.0	131.6
Net income	<u>\$ 453.4</u>	<u>\$ 502.0</u>	<u>\$ 340.8</u>
Earnings per share, basic	\$ 8.13	\$ 8.93	\$ 5.91
Earnings per share, diluted	\$ 8.08	\$ 8.92	\$ 5.88
<b>Weighted average shares outstanding:</b>			
Basic	55.8	56.2	57.7
Diluted	56.1	56.3	58.0
<b>Comprehensive earnings:</b>			
Net income	\$ 453.4	\$ 502.0	\$ 340.8
Unrealized net gains on available-for-sale securities	1.0	1.0	3.5
Tax effect	(0.1)	(0.6)	(0.8)
Other comprehensive income, net of tax	0.9	0.4	2.7
Comprehensive earnings	<u>\$ 454.3</u>	<u>\$ 502.4</u>	<u>\$ 343.5</u>

See accompanying notes to the consolidated financial statements.

**Paycom Software, Inc.**  
**Consolidated Statements of Stockholders' Equity**  
(in millions)

	<b>Year Ended December 31,</b>		
	<b>2025</b>	<b>2024</b>	<b>2023</b>
<b>Common stock:</b>			
Balance at beginning of period	\$ 0.6	\$ 0.6	\$ 0.6
Vesting of restricted stock	—	—	—
Balance at end of period	0.6	0.6	0.6
<b>Additional paid-in capital:</b>			
Balance at beginning of period	724.8	724.4	576.6
Stock-based compensation	152.4	0.4	147.8
Employee stock purchase program	1.2	—	—
Balance at end of period	878.4	724.8	724.4
<b>Retained earnings:</b>			
Balance at beginning of period	1,887.5	1,470.0	1,197.0
Net income	453.4	502.0	340.8
Dividends declared (\$0.375 per share)	(85.3)	(84.5)	(67.8)
Balance at end of period	2,255.6	1,887.5	1,470.0
<b>Accumulated other comprehensive earnings (loss):</b>			
Balance at beginning of period	(0.6)	(1.0)	(3.7)
Other comprehensive earnings, net of tax	0.9	0.4	2.7
Balance at end of period	0.3	(0.6)	(1.0)
<b>Treasury stock:</b>			
Balance at beginning of period	(1,036.4)	(891.0)	(587.9)
Repurchases of common stock	(372.2)	(145.4)	(303.1)
Employee stock purchase program	5.2	—	—
Balance at end of period	(1,403.4)	(1,036.4)	(891.0)
Total stockholders' equity	<u>\$ 1,731.5</u>	<u>\$ 1,575.9</u>	<u>\$ 1,303.0</u>

	<b>Year Ended December 31,</b>		
	<b>2025</b>	<b>2024</b>	<b>2023</b>
<b>Common stock:</b>			
Shares at beginning of period	63.0	62.7	62.5
Vesting of restricted stock	0.6	0.3	0.2
Shares at end of period	63.6	63.0	62.7
<b>Treasury stock:</b>			
Shares at beginning of period	7.1	6.1	4.7
Repurchases of common stock	1.7	1.0	1.4
Employee stock purchase program <sup>(1)</sup>	—	—	—
Shares at end of period	8.8	7.1	6.1
Shares outstanding at end of period	<u>54.8</u>	<u>55.9</u>	<u>56.5</u>

(1) During the year ended December 31, 2025, we issued 33,700 shares of common stock from treasury shares for purchases under our employee stock purchase plan. During the years ended December 31, 2024 and 2023, all shares of common stock purchased under our employee stock purchase plan were purchased in the open market.

See accompanying notes to the consolidated financial statements.

**Paycom Software, Inc.**  
**Consolidated Statements of Cash Flows**  
(in millions)

	<b>Year Ended December 31,</b>		
	<b>2025</b>	<b>2024</b>	<b>2023</b>
<b>Cash flows from operating activities</b>			
Net income	\$ 453.4	\$ 502.0	\$ 340.8
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	176.3	145.9	113.9
Stock-based compensation expense	118.7	(22.9)	129.8
Amortization of debt issuance costs	1.4	1.1	1.2
Loss on extinguishment of debt	—	—	1.2
Gain on disposition of property and equipment	(0.1)	—	—
Accretion of discount on available-for-sale securities	(13.0)	(0.1)	(0.5)
Non-cash marketing expense	1.0	1.6	1.7
Deferred income taxes, net	154.4	5.8	2.6
Gain on modification of naming rights agreement	(35.6)	—	—
Other	0.8	(0.5)	0.1
Changes in operating assets and liabilities:			
Accounts receivable	(5.7)	(22.8)	6.4
Prepaid expenses	1.7	(6.7)	(6.6)
Inventory	(0.3)	—	0.2
Other assets	(6.5)	(2.7)	(9.6)
Deferred contract costs	(89.5)	(120.0)	(127.7)
Income taxes, net	(66.3)	6.5	(12.8)
Accounts payable	(16.2)	9.1	(5.2)
Accrued commissions and bonuses	(4.8)	2.5	2.1
Accrued payroll and vacation	1.1	2.9	11.1
Deferred revenue	5.6	14.1	13.1
Accrued expenses and other liabilities	4.5	17.4	22.2
Net change in operating right-of-use assets and operating lease liabilities	(2.0)	0.7	1.0
Net cash provided by operating activities	<u>678.9</u>	<u>533.9</u>	<u>485.0</u>
<b>Cash flows from investing activities</b>			
Purchases of investments from funds held for clients	(835.9)	(24.9)	(25.0)
Proceeds from investments from funds held for clients	500.0	200.0	25.0
Purchases of intangible assets	(4.5)	(4.4)	(4.2)
Purchases of property and equipment	(270.9)	(192.9)	(192.6)
Proceeds from sale of property and equipment	0.1	—	0.1
Net cash used in investing activities	<u>(611.2)</u>	<u>(22.2)</u>	<u>(196.7)</u>
<b>Cash flows from financing activities</b>			
Repurchases of common stock	(325.5)	(122.8)	(286.6)
Withholding taxes paid related to net share settlements	(44.5)	(21.7)	(13.9)
Payments on long-term debt	—	—	(29.0)
Dividends paid	(84.8)	(84.8)	(64.8)
Proceeds from employee stock purchase plan	5.5	—	—
Net change in client funds obligation	1,471.3	1,337.6	120.4
Payment of debt issuance costs	—	—	(0.7)
Net cash provided by (used in) financing activities	<u>1,022.0</u>	<u>1,108.3</u>	<u>(274.6)</u>
Increase in cash, cash equivalents, restricted cash and restricted cash equivalents	<u>1,089.7</u>	<u>1,620.0</u>	<u>13.7</u>
<b>Cash, cash equivalents, restricted cash and restricted cash equivalents</b>			
Cash, cash equivalents, restricted cash and restricted cash equivalents, beginning of period	\$ 4,042.8	\$ 2,422.8	\$ 2,409.1
Cash, cash equivalents, restricted cash and restricted cash equivalents, end of period	<u>\$ 5,132.5</u>	<u>\$ 4,042.8</u>	<u>\$ 2,422.8</u>

See accompanying notes to the consolidated financial statements.

**Paycom Software, Inc.**  
**Consolidated Statements of Cash Flows, continued**  
(in millions)

	<b>Year Ended December 31,</b>		
	<b>2025</b>	<b>2024</b>	<b>2023</b>
<b>Reconciliation of cash, cash equivalents, restricted cash and restricted cash equivalents</b>			
Cash and cash equivalents	\$ 370.0	\$ 402.0	\$ 294.0
Restricted cash included in funds held for clients	<u>4,762.5</u>	<u>3,640.8</u>	<u>2,128.8</u>
Total cash, cash equivalents, restricted cash and restricted cash equivalents, end of period	<u><u>\$ 5,132.5</u></u>	<u><u>\$ 4,042.8</u></u>	<u><u>\$ 2,422.8</u></u>
<b>Supplemental disclosures of cash flow information:</b>			
Cash paid for interest, net of amounts capitalized	\$ 2.1	\$ 2.0	\$ 1.0
Cash paid for income taxes, net of income tax refunds <sup>(1)</sup>	\$ 78.1	\$ 134.8	\$ 138.8
Non-cash investing and financing activities:			
Purchases of property and equipment, accrued but not paid	\$ 1.2	\$ 3.9	\$ 9.0
Stock-based compensation for capitalized software	\$ 25.2	\$ 17.5	\$ 14.7
Right-of-use assets obtained in exchange for operating lease liabilities	\$ 24.3	\$ 25.1	\$ 50.3

<sup>(1)</sup> Disclosures for cash paid for income taxes in 2024 and 2023 were reduced for net refunds received of \$2.1 million and \$1.1 million, respectively, due to retrospective application of ASU 2023-09, as described in Note 2 "Summary of Significant Accounting Policies."

See accompanying notes to the consolidated financial statements.

Paycom Software, Inc.  
Notes to the Consolidated Financial Statements  
(tabular dollars and shares in millions, except per share and per unit amounts)

## **1. ORGANIZATION AND DESCRIPTION OF BUSINESS**

### ***Description of Business***

Paycom Software, Inc. (“Software”), together with its wholly owned subsidiaries (collectively, the “Company”), is a leading provider of a comprehensive, cloud-based human capital management solution (“HCM”) delivered as Software-as-a-Service. Unless we state otherwise or the context otherwise requires, the terms “we,” “our,” “us” and the “Company” refer to Software and its consolidated subsidiaries.

We provide functionality and data analytics that businesses need to manage the complete employment lifecycle, from recruitment to retirement. Our solution requires virtually no customization and is based on a core system of record maintained in a single database for all HCM functions, including payroll, talent acquisition, talent management, human resources (“HR”) management and time and labor management applications.

## **2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

### ***Basis of Presentation***

Our consolidated financial statements include the financial results of Software and its wholly owned subsidiaries and have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) and applicable rules and regulations of the Securities and Exchange Commission (“SEC”). Intercompany balances and transactions have been eliminated in consolidation. In the opinion of management, the accompanying consolidated financial statements include all adjustments necessary for the fair presentation of our results for the periods presented.

In 2024, the Office of the Comptroller of the Currency (the “OCC”) issued final approval to Paycom National Trust Bank, National Association (the “Paycom National Trust Bank”), our wholly owned subsidiary, to operate as a national trust bank pursuant to the National Bank Act and relevant OCC regulations. The Paycom National Trust Bank is the primary trustee of Paycom Client Trust, our grantor trust (the “Client Trust”), which now holds substantially all client payroll and related funds and is responsible for the oversight and management of those client funds. We have determined that the Client Trust is a variable interest entity that meets the criteria established for consolidation in accordance with Accounting Standards Codification (“ASC”) 810, “Consolidation”. We are the sole beneficial owner of the Client Trust, and we have the power to direct its activities and a controlling financial interest in its economic performance.

For the year ended December 31, 2024, we changed the presentation of revenues on the consolidated statements of comprehensive income to disaggregate interest on funds held for clients and combine recurring and other revenues. Prior period amounts have been reclassified to conform to this presentation. Reclassifications for the presentation of revenue did not have a material impact on previously reported amounts or change total revenues.

In the fourth quarter of 2024, we adopted the presentation of dollar amounts in millions, except amounts per share. As a result, amounts presented for prior periods may differ immaterially from those reported in previous filings and some amounts may not sum or recalculate exactly due to rounding. All percentages have been calculated using unrounded amounts.

### ***Recently Adopted Accounting Pronouncements***

In November 2023, the Financial Accounting Standards Board (“FASB”) issued ASU 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures (“ASU 2023-07”). ASU 2023-07 expands reportable segment disclosure requirements for public business entities by requiring disclosures of significant reportable segment expenses that are regularly provided to the chief operating decision maker (“CODM”) and included within each reported measure of segment’s profit or loss. The ASU is effective for annual periods beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. We adopted this ASU retrospectively on December 31, 2024. See Note 14 “Segment Reporting” for further information.

In December 2023, the FASB issued ASU 2023-09, “Income Taxes (Topic 740): Improvements to Income Tax Disclosures” (“ASU 2023-09”). ASU 2023-09 requires disaggregated information about a reporting entity’s effective tax rate reconciliation, as well as information on income taxes paid. This ASU is effective for fiscal years beginning after December 15, 2024, with early adoption permitted. We adopted this ASU using a retrospective application approach on December 31, 2025. See Note 13 “Income Taxes” for further information.

### ***Use of Estimates***

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Significant estimates include income taxes, loss contingencies, the useful life of property and equipment and intangible assets, the life of

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our client relationships, the fair value of our stock-based awards and the fair value of our financial instruments, intangible assets and goodwill. These estimates are based on historical experience, where applicable, and other assumptions that management believes are reasonable under the circumstances. Actual results could materially differ from these estimates.

In the third quarter of 2025, we completed an assessment of the useful lives of our servers and network equipment. Based on this assessment, we increased the estimated useful lives of these assets from three years to six years, effective as of the beginning of the third quarter of 2025. This change in accounting estimate has been applied prospectively and resulted in an immaterial decrease to depreciation and amortization expense for the year ended December 31, 2025.

#### **Seasonality**

Our revenues are seasonal in nature. Generally, we expect our first and fourth quarter recurring revenues to be higher than other quarters during the year because payroll tax filing forms and Affordable Care Act forms are typically processed in the first quarter, and unscheduled payroll runs (such as bonuses) for our clients are typically concentrated in the fourth quarter. In addition, these seasonal fluctuations in recurring revenues impact operating income. Historical results impacted by these seasonal trends should not be considered a reliable indicator of our future results of operations.

#### **Segment Information**

We operate in a single operating segment and a single reporting segment. Operating segments are defined as components of an enterprise about which separate financial information is regularly evaluated by the CODM function (which is fulfilled by our Chief Executive Officer) in deciding how to allocate resources and in assessing performance. Our Chief Executive Officer allocates resources and assesses performance based upon financial information at the consolidated level. See Note 14 "Segment Reporting" for additional information.

#### **Cash Equivalents**

We consider all highly liquid instruments with an original maturity of three months or less and SEC-registered money market mutual funds to be cash equivalents. We maintain cash and cash equivalents in demand deposit accounts and money market funds, which may not be federally insured. The fair value of our cash and cash equivalents approximates carrying value. We have not experienced any losses in such accounts and do not believe there is exposure to any significant credit risk on such accounts.

#### **Accounts Receivable**

We generally collect revenues from our clients through an automatic deduction from the clients' bank accounts at the time payroll processing occurs. Accounts receivable on our consolidated balance sheets generally consists of revenue-related receivables, including processing fees, interest income receivable, and revenue fees related to the last business day of the year, which are collected on the following business day. As accounts receivable are regularly collected via automatic deduction on the following business day, the Company has not recognized an allowance for doubtful accounts.

#### **Property and Equipment**

Property and equipment is stated at cost, net of accumulated depreciation and amortization. Depreciation is computed using the straight-line method over the estimated useful lives of the assets as follows:

Software and capitalized software development costs	3 years
Buildings	30 years
Computer equipment	3 to 6 years
Rental clocks	5 years
Furniture, fixtures and equipment	5 years
Land improvements	15 years
Leasehold improvements	5 years
Vehicles	3 years

(1) During the third quarter of 2025, we completed an assessment of the useful lives of our servers and networking equipment. Based on this assessment, we increased the estimated useful lives of these assets from three years to six years, effective as of the beginning of the third quarter of 2025.

Costs incurred during construction of long-lived assets are recorded as construction in progress and are not depreciated until the asset is placed in service.

Prior to the repayment of our debt on November 21, 2023, we capitalized interest costs incurred for indebtedness related to construction in progress. For the years ended December 31, 2025, 2024 and 2023, we incurred interest costs of \$3.4 million, \$3.4 million and \$5.3 million, respectively. For the years ended December 31, 2025 and 2024, no interest costs were

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capitalized. For the year ended December 31, 2023, interest costs of \$3.4 million were capitalized. See Note 6 “Long-Term Debt” for discussion of repayment of our indebtedness.

#### **Leases**

Our leases primarily consist of noncancellable operating leases for office space. We recognize a right-of-use asset and operating lease liability on the lease commencement date based on the present value of the lease payments over the lease term. Operating lease liabilities are measured by discounting future lease payments at an estimated incremental borrowing rate. Right-of-use assets are amortized over the lease term and include adjustments related to prepaid rent.

#### **Internal Use Software**

Capitalized costs include costs for services associated with developing or obtaining internal use software and certain payroll and payroll-related costs for employees who are directly associated with internal use software projects. The amount of payroll costs that are capitalized with respect to these employees is limited to the time directly spent on such projects. Expenditures for software purchases and software developed or obtained for internal use are capitalized and amortized over a three-year period on a straight-line basis. Costs associated with preliminary project stage activities, training, maintenance and all other post-implementation stage activities are expensed as incurred. We also expense internal costs related to minor upgrades and enhancements, as it is impractical to separate these costs from normal maintenance activities.

The total capitalized software development costs were \$152.9 million, \$125.7 million and \$96.7 million during the years ended December 31, 2025, 2024 and 2023, respectively, and are included in property and equipment. Amortization expense of capitalized software development costs was \$109.0 million, \$83.1 million and \$61.9 million for the years ended December 31, 2025, 2024 and 2023, respectively.

#### **Goodwill and Other Intangible Assets**

Goodwill is not amortized, but we are required to test the carrying value of goodwill for impairment at least annually, or earlier if, at the reporting unit level, an indicator of impairment arises. Our business is largely homogeneous and, as a result, goodwill is associated with one reporting unit. We have selected June 30 as our annual goodwill impairment testing date. A review of goodwill may be initiated before or after conducting the annual analysis if events or changes in circumstances indicate the carrying value of goodwill may no longer be recoverable. The Company performed a qualitative assessment to determine if it is more-likely-than-not that the fair value of the reporting unit had declined below its carrying value. In the qualitative assessment, we consider macroeconomic conditions, including any deterioration of general economic conditions; industry and market conditions, including any deterioration in the environment where the reporting unit operates; changes in the products/services; regulatory and political developments; cost of doing business; overall financial performance; and other relevant reporting unit specific facts, such as changes in management or key personnel or pending litigation. Based on our assessment, there was no impairment recorded as of June 30, 2025. For the years ended December 31, 2025, 2024 and 2023, there were no indicators of impairment. Intangible assets with definite lives are amortized on a straight-line basis over their estimated useful lives.

#### **Impairment of Long-Lived Assets**

Long-lived assets, including intangible assets with definite lives, are reviewed for impairment when events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized for the amount by which the carrying amount of the asset exceeds the estimated fair value of the asset. We have determined that there was no impairment of long-lived assets including intangible assets with definite lives, for the years ended December 31, 2025, 2024 and 2023.

#### **Funds Held for Clients and Client Funds Obligation**

As part of our payroll and payroll tax filing services, we collect funds from our clients for employment taxes, which we remit to the appropriate tax agencies and accounts designated by our clients. We typically invest these funds and earn interest income during the period between receipt and disbursement of such funds.

These investments are shown in our consolidated balance sheets as funds held for clients, and the associated liability for the tax filings is shown as client funds obligation. The liability is recorded in the accompanying consolidated balance sheets at the time we obtain the funds from clients. The client funds obligation represents liabilities that will be repaid within one year of the consolidated balance sheet date. We typically invest funds held for clients in money market funds, demand deposit accounts, certificates of deposit, commercial paper and U.S. treasury securities. Short-term investments in instruments with an original maturity of less than three months are classified as cash and cash equivalents within funds held for clients in the consolidated

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balance sheets. Investments in instruments with an original maturity greater than three months are classified as available-for-sale securities and are also included within funds held for clients in the consolidated balance sheets. These available-for-sale securities are recorded at fair value, with the difference between the amortized cost and fair value of these available-for-sale securities recorded as unrealized net gains (losses) on available-for-sale securities, and are included within comprehensive earnings (loss) in the consolidated statements of comprehensive income.

Funds held for clients are classified as a current asset in the consolidated balance sheets because the funds are held solely to satisfy the client funds obligation. Additionally, the funds held for clients is classified as restricted cash and restricted cash equivalents and presented within the reconciliation of cash, cash equivalents, restricted cash and restricted cash equivalents on the consolidated statements of cash flows.

We report the cash flows related to the purchases of investments from funds held for clients and related to the proceeds from the maturities of investments from funds held for clients on a gross basis in the cash flows from investing activities section of the consolidated statements of cash flows. Additionally, we report cash flows related to cash received from and paid on behalf of clients on a net basis within net change in client funds obligation in the cash flows from financing activities section of the consolidated statements of cash flows.

#### ***Stock Repurchase Plan***

In May 2016, our Board of Directors authorized a stock repurchase plan allowing for the repurchase of shares of our common stock in open market transactions at prevailing market prices, in privately negotiated transactions (including accelerated share repurchases) or by other means in accordance with federal securities laws, including Rule 10b5-1 programs. Since the initial authorization of the stock repurchase plan, our Board of Directors has amended and extended and authorized new stock repurchase plans from time to time. Most recently, in July 2024, our Board of Directors authorized the repurchase of up to \$1.5 billion of our common stock. As of December 31, 2025, there was \$1.11 billion available for repurchases under our stock repurchase plan. Our stock repurchase plan may be suspended or discontinued at any time. The actual timing, number and value of shares repurchased depends on a number of factors, including the market price of our common stock, general market and economic conditions, shares withheld for taxes associated with the vesting of equity incentive awards and other corporate considerations. The current stock repurchase plan will expire on August 15, 2026.

During the year ended December 31, 2025, we repurchased an aggregate of 1,730,720 shares of our common stock at an average cost of \$213.81 per share, including 184,752 shares withheld to satisfy tax withholding obligations for certain individuals upon the vesting of equity incentive awards. During the year ended December 31, 2024, we repurchased an aggregate of 924,493 shares of our common stock at an average cost of \$156.29 per share, including 112,288 shares withheld to satisfy tax withholding obligations for certain individuals upon the vesting of equity incentive awards.

#### ***Revenue Recognition***

Revenues are recognized when control of the promised goods or services is transferred to our clients in an amount that reflects the consideration we expect to be entitled to for those goods or services. Substantially all of our revenues are derived from contracts with clients. Sales and other applicable taxes are excluded from revenues.

##### ***Recurring and Other Revenues***

Recurring revenues are derived primarily from our payroll, talent acquisition, talent management, HR management and time and labor management applications, fees charged for form filings and delivery of client payroll checks and reports, and revenues associated with background checks and income and employment verification services. For a description of our applications, refer to Part I, Item 1, "Business," of this Form 10-K.

We consider our commitment in our customer contracts to be a series of distinct services that together constitute a single performance obligation that is generally satisfied over time and recognized during each client's payroll period. The agreed-upon fee is variable consideration that is determined by client usage, billed and collected as part of our processing of the client's payroll. The client's use of our applications routinely fluctuates based upon factors that include the number of payrolls run and changes in the client's employee population. These usage-based fluctuations do not change our core performance obligation to stand ready to provide the customer with services for the remainder of the contractual term. Collectability is reasonably assured as the fees are generally collected through an automated clearing house as part of the client's payroll cycle or through direct wire transfer, which minimizes the default risk.

The contract period for the majority of contracts associated with these revenues is one month due to the fact that both we and the client typically have the unilateral right to terminate a wholly unperformed contract without compensating the other party by providing 30 days' notice of termination. We consider the total price charged to a client in a given period to be indicative of the standalone selling price, as the total amount charged is within a reasonable range of prices typically charged for our goods and services for comparable classes of client groups, which we periodically assess for price adjustments. Because the

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variable consideration in our client contracts is allocated entirely to a wholly unsatisfied promise to transfer a series of distinct services forming a single performance obligation, we are not required to disclose the value of unsatisfied performance obligations.

Other revenues consist of nonrefundable implementation fees, which are charged upfront to new clients to offset the expense of new client set-up as well as revenues from the sale of time clocks as part of our time and attendance application. Although these revenues are related to our recurring revenues, they represent distinct performance obligations. The nonrefundable upfront fee charged to our clients results in an implied performance obligation in the form of a material right to the client related to the client's option to renew at the end of the contract period. The nonrefundable upfront fee is typically collected upon contract inception and is deferred and recognized ratably over the period that our client realizes the benefits from the material right (*i.e.*, 10-year estimated client life). We conduct an annual analysis of client retention data to support our client life estimate. A change in our client life estimate could have a material impact on the timing and amounts recognized as revenue for nonrefundable upfront fees.

Revenues from the sale of time clocks are recognized when control is transferred to the client upon delivery of the product. We estimate the standalone selling price for the time clocks by maximizing the use of observable inputs such as our specific pricing practices for time clocks.

For additional information, see Note 14 "Segment Reporting".

*Interest on Funds Held for Clients*

Interest income on funds held for clients is earned on funds that are collected from clients in advance of either the applicable due date for payroll tax submissions or the applicable disbursement date for employee payment services. The interest earned on these funds is included in revenues in the consolidated statements of comprehensive income as the collection, holding, and remittance of these funds are essential components of providing these services.

**Contract Balances**

The timing of revenue recognition for recurring services is consistent with the invoicing of clients as they both occur during the respective client payroll period for which the services are provided. Therefore, we generally do not recognize a contract asset or liability resulting from the timing of revenue recognition and invoicing.

Changes in deferred revenue for the years ended December 31, 2025 and 2024 were as follows:

	Year Ended December 31,	
	2025	2024
Balance, beginning of period	\$ 144.6	\$ 130.5
Recognition of revenue included in beginning of period balance	(38.3)	(21.9)
Contract balance, net of revenue recognized during the period	43.9	36.0
Balance, end of period	<u>150.2</u>	<u>144.6</u>

We expect to recognize \$29.2 million of deferred revenue in 2026, \$26.0 million in 2027, and \$95.0 million thereafter.

*Assets Recognized from the Costs to Obtain and Costs to Fulfill Revenue Contracts*

We recognize an asset for the incremental costs of obtaining a contract with a client if we expect the amortization period to be longer than one year. We also recognize an asset for the costs to fulfill a contract with a client if such costs are specifically identifiable, generate or enhance resources used to satisfy future performance obligations, and are expected to be recovered. We have determined that substantially all costs related to implementation activities are administrative in nature and also meet the capitalization criteria under ASC 340-40, "Other Assets and Deferred Costs". These capitalized costs to fulfill principally relate to upfront direct costs that are expected to be recovered through margin and that enhance our ability to satisfy future performance obligations. The assets related to both costs to obtain, and costs to fulfill, contracts with clients are accounted for utilizing a portfolio approach and are capitalized and amortized ratably over the expected period of benefit, which we have determined to be the estimated life of the client relationship of 10 years, primarily because we incur no new costs to obtain, or costs to fulfill, a contract upon renewal. A change in our client life estimate could have a material impact on the timing and amounts recognized as amortization expense.

Additional commission costs may be incurred when an existing client purchases additional applications; however, these commission costs relate solely to the additional applications purchased and are not related to contract renewal. Furthermore, additional fulfillment costs associated with existing clients purchasing additional applications are minimized by our seamless single-database platform.

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The assets related to both costs to obtain, and costs to fulfill, contracts with customers are presented as deferred contract costs in the accompanying consolidated balance sheets. Amortization expense related to costs to obtain and costs to fulfill a contract is included in sales and marketing expenses and general and administrative expenses in the accompanying consolidated statements of comprehensive income. We regularly review our assets recognized from the costs to obtain and costs to fulfill client contracts for potential impairment and did not recognize an impairment loss during the years ended December 31, 2025 or December 31, 2024.

The following tables present the asset balances and related amortization expense for these contract costs:

	As of and for the Year Ended December 31, 2025				
	Beginning Balance	Capitalization of Costs	Amortization	Ending Balance	
Costs to obtain a contract	\$ 425.7	\$ 116.6	\$ (73.2)	\$ 469.1	
Costs to fulfill a contract	\$ 498.3	\$ 128.3	\$ (78.8)	\$ 547.8	
As of and for the Year Ended December 31, 2024					
	Beginning Balance	Capitalization of Costs	Amortization	Ending Balance	
Costs to obtain a contract	\$ 378.5	\$ 111.5	\$ (64.3)	\$ 425.7	
Costs to fulfill a contract	\$ 420.0	\$ 144.0	\$ (65.7)	\$ 498.3	

#### ***Cost of Revenues***

Our costs and expenses applicable to total revenues represent operating expenses and systems support and technology costs, including labor and related expenses, bank fees, shipping fees and costs of paper stock, envelopes, etc. In addition, costs included to derive gross margins are comprised of support labor and related expenses, related hardware costs and applicable depreciation and amortization costs.

#### ***Advertising Costs***

Advertising costs are expensed the first time that advertising takes place. Advertising costs for the years ended December 31, 2025, 2024 and 2023 were \$125.5 million, \$86.3 million and \$106.8 million, respectively.

#### ***Sales Taxes***

We collect and remit sales tax on sales of time clocks and on payroll and HCM services in certain states. These taxes are recognized on a net basis, and therefore, excluded from revenues. For the years ended December 31, 2025, 2024 and 2023, sales taxes collected were \$21.3 million, \$19.3 million and \$17.6 million, respectively.

#### ***Stock-Based Compensation***

Historically, our stock-based compensation programs have included restricted stock awards and RSU awards. We issue stock-based compensation awards with three different types of vesting requirements including awards that vest solely based on condition of service, awards that vest based on achieving certain performance metrics such as revenue or adjusted EBITDA targets, and awards that vest based on achieving certain market conditions such as relative total stockholder return or volume weighted average price targets.

We measure the fair value of awards that vest solely based on condition of service, such as our time-based shares of restricted stock and time-based RSUs, and the fair value of awards that vest based on achieving certain performance metrics by using the closing market price on the date of grant.

We measure the fair value of awards that vest based on achieving certain market conditions, such as relative total stockholder return or volume weighted average price targets, by using a Monte Carlo simulation model.

Stock-based compensation cost is recognized only for those awards expected to meet the requisite service and performance vesting conditions. Stock-based compensation cost is recognized as compensation costs in the consolidated statements of comprehensive income on a straight-line basis over the requisite or derived service period of the award, which is generally the vesting period of the award, with forfeitures recognized as incurred.

For additional information, see Note 11 “Stock-Based Compensation”.

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**Employee Stock Purchase Plan**

An award issued under the Paycom Software, Inc. Employee Stock Purchase Plan (the “ESPP”) is classified as a share-based liability and recognized at the fair value of the award. Expense is recognized, net of estimated forfeitures, on a straight-line basis over the requisite service period.

**Income Taxes**

Our consolidated financial statements include a provision for income taxes incurred for the anticipated tax consequences of the reported results of operations using the asset and liability method. Under this method, we recognize deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the financial reporting and tax basis of assets and liabilities, as well as for operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using the tax rates that are expected to apply to taxable income for the years in which those tax assets and liabilities are expected to be realized or settled. We recognize a valuation allowance to reduce our deferred tax assets to the net amount that we believe is more likely than not to be realized.

We file income tax returns with the United States federal government and various state jurisdictions. We evaluate tax positions taken or expected to be taken in the course of preparing our tax returns and disallow the recognition of tax positions not deemed to meet a “more-likely-than-not” threshold of being sustained by the applicable tax authority. We believe there is one tax position taken within the consolidated financial statements that does not meet this threshold. Our policy is to recognize interest and penalties, if any, related to uncertain tax positions as a component of general and administrative expenses. With few exceptions, we are no longer subject to U.S. federal, state and local income tax examinations by tax authorities for years prior to 2022.

**Recently Issued Accounting Pronouncements**

In November 2024, the FASB issued ASU No. 2024-03, “Income Statement – Reporting Comprehensive Income – Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses” (“ASU 2024-03”). ASU 2024-03 requires public business disclose additional information about specific expense categories in the notes to the financial statements. This ASU is effective for fiscal years beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027, with early adoption permitted. Upon adoption, the guidance should be applied retrospectively to all prior periods presented in the financial statements. The Company is currently evaluating the impact of adopting this ASU on its consolidated financial statements and disclosures.

In September 2025, the FASB issued ASU No. 2025-06, “Intangibles – Goodwill and Other – Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software” (“ASU 2025-06”). ASU 2025-06 removes all references to software development stages and requires capitalization of software costs when management has committed to the software project and it is probable the software will be completed and perform its intended use. This ASU is effective for fiscal years beginning after December 15, 2027, and interim periods within those years, with early adoption permitted. The guidance allows for adoption using either a prospective or retrospective transition method. The Company is currently evaluating the impact of adopting this ASU on its consolidated financial statements and disclosures.

**3. PROPERTY AND EQUIPMENT**

Property and equipment and accumulated depreciation and amortization were as follows:

	December 31, 2025	December 31, 2024
Property and equipment		
Software and capitalized software development costs	\$ 667.6	\$ 497.2
Buildings	304.4	275.6
Computer equipment	303.7	203.2
Rental clocks	53.1	48.0
Furniture, fixtures and equipment	43.3	41.9
Other	21.0	20.7
	1,393.1	1,086.6
Less: accumulated depreciation and amortization	(743.5)	(576.4)
	649.6	510.2
Construction in progress	1.2	14.7
Land	36.5	36.5
Property and equipment, net	<u>\$ 687.3</u>	<u>\$ 561.4</u>

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We capitalize software development costs related to software developed or obtained for internal use in accordance with ASC 350-40, "Other Assets and Deferred Costs". For the years ended December 31, 2025, 2024 and 2023, we capitalized \$152.9 million, \$125.7 million and \$96.7 million, respectively, of software development costs related to software developed or obtained for internal use.

Rental clocks included in property and equipment, net in the consolidated balance sheets, represent time clocks issued to clients under month-to-month operating leases. As such, these items are transferred from inventory to property and equipment and depreciated over their estimated useful lives.

Prior to the repayment of our debt on November 21, 2023, we capitalized interest costs incurred for indebtedness related to construction in progress. For the years ended December 31, 2025, 2024 and 2023, we incurred interest costs of \$3.4 million, \$3.4 million and \$5.3 million, respectively. For the years ended December 31, 2025 and 2024, no interest costs were capitalized. For the year ended December 31, 2023, interest costs of \$3.4 million were capitalized. See Note 6 "Long-Term Debt" for discussion of repayment of our indebtedness.

Depreciation and amortization expense for property and equipment, net was \$167.5 million, \$142.0 million and \$110.0 million for the years ended December 31, 2025, 2024 and 2023, respectively.

#### 4. GOODWILL AND INTANGIBLE ASSETS, NET

As of both December 31, 2025 and 2024, goodwill totaled \$51.9 million. We have selected June 30 as our annual goodwill impairment testing date. We performed a qualitative impairment test of our goodwill and concluded that, as of June 30, 2025, it was more likely than not that the fair value exceeded the carrying value and therefore goodwill was not impaired. As of December 31, 2025 and 2024, there were no indicators of impairment.

In June 2021, in connection with our marketing initiatives, we purchased the naming rights to the downtown Oklahoma City arena that is currently home to the Oklahoma City Thunder National Basketball Association franchise. Under the terms of the naming rights agreement, we committed to make escalating annual sponsorship fee payments from 2021 to 2035. In July 2025, the naming rights agreement was amended to provide, among other things, that the agreement and our obligation to make the previously disclosed annual sponsorship fee payments thereunder will terminate on the earlier of (i) September 30, 2028 or (ii) the date of the last event hosted or presented at the current arena (subject to earlier termination in certain limited circumstances), with a reduction in the sponsorship fee if the term of the agreement ends prior to September 30, 2028 and in certain other limited circumstances. The amendment did not otherwise impact our obligation to make the previously disclosed annual sponsorship fee payments for the remainder of the amended agreement term. The cost of the naming rights has been recorded as an intangible asset with an offsetting liability as of the date of the contract. The intangible asset is being amortized over the remainder of the agreement term on a straight-line basis. The difference between the present value of the offsetting liability and actual cash payments is being relieved through sales and marketing expense using the effective interest method over the remainder of the agreement term.

As a result of the amendment to the naming rights agreement, the Company recognized a \$35.6 million gain with respect to the released portion of the liability. The gain is included in other income, net in the consolidated statements of comprehensive income.

All of our intangible assets other than goodwill are considered to have definite lives and, as such, are subject to amortization. The following tables present the components of intangible assets within our consolidated balance sheets:

	December 31, 2025			
	Weighted Average Remaining Useful Life (Years)	Gross	Accumulated Amortization	Net
<b>Intangibles:</b>				
Naming rights	2.8	\$ 60.2	\$ (22.8)	\$ 37.4
December 31, 2024				
	Weighted Average Remaining Useful Life (Years)	Gross	Accumulated Amortization	Net
<b>Intangibles:</b>				
Naming rights	11.8	\$ 60.2	\$ (14.0)	\$ 46.2

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Amortization of intangible assets for the year ended December 31, 2025, 2024 and 2023 was \$8.8 million, \$3.9 million and \$3.9 million, respectively. We estimate the aggregate amortization expense will be \$13.6 million for each of 2026 and 2027 and \$10.2 million for 2028.

## 5. LEASES

The Company's leases primarily consist of noncancellable operating leases for facilities with contractual terms expiring from 2026 to 2032. All of our leases are operating leases. The lease term is defined as the fixed noncancellable term of the lease plus all periods, if any, for which failure to renew the lease imposes a penalty on us in an amount that appears, at the inception of the lease, to be reasonably assured. While some of our leases include an option to extend the lease up to seven years, it is not reasonably certain that any such options will be exercised. Some of our leases contain a termination option that is not reasonably certain to be exercised. If a termination option is exercised, we remeasure the lease asset in the consolidated balance sheets using the updated lease period. None of our leases contain residual value guarantees, substantial restrictions or covenants.

The table below presents the lease assets and liabilities as of December 31, 2025 and December 31, 2024.

Balance Sheet location	December 31, 2025	December 31, 2024
Operating lease right-of-use assets	\$ 89.4	\$ 80.6
Lease liabilities:		
Operating lease liabilities	\$ 28.4	\$ 20.4
Long-term operating lease liabilities	\$ 61.9	\$ 63.0

Rent expense under operating leases for the years ended December 31, 2025, 2024 and 2023 was \$25.2 million, \$21.7 million and \$18.1 million, respectively. Cash paid for amounts relating to our operating leases was \$28.9 million for the year ended December 31, 2025.

Because no implicit discount rates for our leases could be readily determined, we elected to use an estimated incremental borrowing rate to determine the present value of our leases. The weighted average discount rate related to our portfolio of leases at December 31, 2025 was 5.1%. The weighted average remaining lease term for our leases was 3.6 years as of December 31, 2025.

The undiscounted cash flows for the future annual maturities of our operating lease liabilities and the reconciliation of those total undiscounted cash flows to our lease liabilities as of December 31, 2025 were as follows:

2026	\$ 29.6
2027	28.3
2028	20.7
2029	13.1
2030	5.7
Thereafter	3.9
Total undiscounted cash flows	<u>\$ 101.3</u>
Present value discount	(11.0)
Lease liabilities	<u>\$ 90.3</u>

There were no new leases that had not yet commenced as of December 31, 2025.

## 6. LONG-TERM DEBT

On July 29, 2022 (the "Facility Closing Date"), Paycom Payroll, LLC, Software, and certain other subsidiaries of Software (collectively, the "Loan Parties") entered into a credit agreement (as amended from time to time, the "Credit Agreement") with JPMorgan Chase Bank, N.A., as a lender, swingline lender and issuing bank, the lenders from time to time party thereto (collectively with JPMorgan Chase Bank, N.A., the "Lenders"), and JPMorgan Chase Bank, N.A., as the administrative agent.

The Credit Agreement initially provided for a senior secured revolving credit facility (the "Revolving Credit Facility") in the aggregate principal amount of up to \$650.0 million, and the ability to request an incremental facility of up to an additional \$500.0 million, subject to obtaining additional lender commitments and approvals and satisfying certain other conditions. The Credit Agreement also initially provided for a senior secured delayed draw term loan (the "Term Loan Facility") in the aggregate amount of up to \$750.0 million. All loans under the Credit Agreement will mature on July 29, 2027 (the "Scheduled

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Maturity Date"). Unamortized debt issuance costs of \$1.5 million as of December 31, 2025, are included in other assets on our consolidated balance sheets.

On the Facility Closing Date, we borrowed \$29.0 million under the Revolving Credit Facility to repay the outstanding indebtedness under our prior credit facility, along with accrued interest, expenses and fees. The loan bore interest at the Adjusted Term SOFR Rate (as defined below) for the interest period in effect plus 1.25%.

On July 28, 2023, the Loan Parties entered into Amendment No. 2 to Credit Agreement with the Lenders, pursuant to which, among other things, (i) the aggregate revolving commitments under the Revolving Credit Facility were increased from \$650.0 million to \$1.0 billion, (ii) the Term Loan Facility was terminated and (iii) the Credit Agreement was amended in contemplation of the formation and future operating activities of the Client Trust and Paycom National Trust Bank. This amendment did not impact our ability to request an incremental facility of up to an additional \$500.0 million as described above. We did not make any draws under the Term Loan Facility prior to its termination on July 28, 2023. At the time of termination, unamortized debt issuance costs totaling \$1.2 million were written off and recognized as a loss on extinguishment of debt, which was included in other income, net in the consolidated statements of comprehensive income.

On November 21, 2023, we fully repaid the outstanding indebtedness under the Revolving Credit Facility. As of December 31, 2025, there was no debt outstanding under the Revolving Credit Facility.

Borrowings under the Credit Agreement bear interest at a rate per annum equal to (i) the Alternate Base Rate ("ABR") plus an applicable margin ("ABR Loans") or (ii) (x) the term Secured Overnight Financing Rate ("SOFR") plus 0.10% (the "Adjusted Term SOFR Rate") or (y) the daily SOFR plus 0.10%, in each case plus an applicable margin ("SOFR Rate Loans"). ABR is calculated as the highest of (i) the rate of interest last quoted by The Wall Street Journal in the United States as the prime rate in effect, (ii) the federal funds rate plus 0.5% and (iii) the Adjusted Term SOFR Rate for a one-month interest period plus 1.00%; provided that, if the ABR as determined pursuant to the foregoing would be less than 1.00%, such rate shall be deemed to be 1.00%. The applicable margin for ABR Loans is (i) 0.25% if the Company's consolidated leverage ratio is less than 1.0 to 1.0; (ii) 0.50% if the Company's consolidated leverage ratio is greater than or equal to 1.0 to 1.0 but less than 2.0 to 1.0; (iii) 0.75% if the Company's consolidated leverage ratio is greater than or equal to 2.0 to 1.0 but less than 3.0 to 1.0; or (iv) 1.00% if the Company's consolidated leverage ratio is greater than or equal to 3.0 to 1.0. The applicable margin for SOFR Rate Loans is (i) 1.25% if the Company's consolidated leverage ratio is less than 1.0 to 1.0; (ii) 1.5% if the Company's consolidated leverage ratio is greater than or equal to 1.0 to 1.0 but less than 2.0 to 1.0; (iii) 1.75% if the Company's consolidated leverage ratio is greater than or equal to 2.0 to 1.0 but less than 3.0 to 1.0; or (iv) 2.00% if the Company's consolidated leverage ratio is greater than or equal to 3.0 to 1.0. Subject to certain conditions set forth in the Credit Agreement, we may borrow, prepay and reborrow under the Revolving Credit Facility and terminate or reduce the Lenders' commitments at any time prior to the Scheduled Maturity Date. We are required to pay a quarterly commitment fee on the daily amount of the undrawn portion of the revolving commitments under the Revolving Credit Facility at a rate per annum of (i) 0.20% if the Company's consolidated leverage ratio is less than 1.0 to 1.0; (ii) 0.225% if the Company's consolidated leverage ratio is greater than or equal to 1.0 to 1.0 but less than 2.0 to 1.0; (iii) 0.25% if the Company's consolidated leverage ratio is greater than or equal to 2.0 to 1.0 but less than 3.0 to 1.0; or (iv) 0.275% if the Company's consolidated leverage ratio is greater than or equal to 3.0 to 1.0.

Under the Credit Agreement, we are required to maintain as of the end of each fiscal quarter a consolidated interest coverage ratio of not less than 3.0 to 1.0 and a consolidated leverage ratio of not greater than 3.0 to 1.0. Additionally, the Credit Agreement contains customary affirmative and negative covenants, including covenants limiting our ability to, among other things, grant liens, incur debt, effect certain mergers, make investments, dispose of assets, enter into certain transactions, including swap agreements and sale and leaseback transactions, pay dividends or distributions on our capital stock, and enter into transactions with affiliates, in each case subject to customary exceptions. As of December 31, 2025, we were in compliance with these covenants. Our obligations under the Credit Agreement are secured by a senior security interest in all personal property of the Loan Parties.

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## 7. CORPORATE INVESTMENTS AND FUNDS HELD FOR CLIENTS

The tables below present our cash and cash equivalents, the funds held for clients cash and cash equivalents as well as the investments that were included within funds held for clients on the consolidated balance sheets:

Type of issue	December 31, 2025				Fair value
	Amortized cost	Gross unrealized gains	Gross unrealized losses		
Cash and cash equivalents	\$ 370.0	\$ —	\$ —		\$ 370.0
Funds held for clients cash and cash equivalents	4,762.5	—	—		4,762.5
Available-for-sale securities <sup>(1)</sup> :					
U.S. treasury securities	298.7	0.7	—		299.4
Certificates of deposit	75.0	0.1	—		75.1
Total investments	\$ 5,506.2	\$ 0.8	\$ —		\$ 5,507.0

Type of issue	December 31, 2024				Fair value
	Amortized cost	Gross unrealized gains	Gross unrealized losses		
Cash and cash equivalents	\$ 402.0	\$ —	\$ —		\$ 402.0
Funds held for clients cash and cash equivalents	3,640.8	—	—		3,640.8
Available-for-sale securities <sup>(1)</sup> :					
U.S. treasury securities	24.9	—	(0.2)		24.7
Total investments	\$ 4,067.7	\$ —	\$ (0.2)		\$ 4,067.5

(1) All available-for-sale securities were included within the funds held for clients.

The unrealized losses and fair values of available-for-sale securities that have been in an unrealized loss position for a period of less than and greater than 12 months as of December 31, 2025, are as follows:

Type of issue	December 31, 2025					
	Securities in unrealized loss position for less than 12 months		Securities in unrealized loss position for greater than 12 months		Total	
	Gross unrealized losses	Fair value	Gross unrealized losses	Fair value	Gross unrealized losses	Fair value
U.S. treasury securities	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Certificates of deposit	—	—	—	—	—	—
Total	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —

The unrealized losses and fair values of available-for-sale securities that have been in an unrealized loss position for a period of less than and greater than 12 months as of December 31, 2024, are as follows:

Type of issue	December 31, 2024					
	Securities in unrealized loss position for less than 12 months		Securities in unrealized loss position for greater than 12 months		Total	
	Gross unrealized losses	Fair value	Gross unrealized losses	Fair value	Gross unrealized losses	Fair value
U.S. treasury securities	\$ (0.2)	\$ 24.7	\$ —	\$ —	\$ (0.2)	\$ 24.7
Total	\$ (0.2)	\$ 24.7	\$ —	\$ —	\$ (0.2)	\$ 24.7

We did not make any reclassification adjustments out of accumulated other comprehensive income for realized gains or losses on the sale or maturity of available-for-sale securities for the years ended December 31, 2025 or 2024. There were no realized gains or losses on the sale of available-for-sale securities for the years ended December 31, 2025 or 2024.

We regularly review the composition of our investment portfolio and did not recognize any credit impairment losses during the years ended December, 2025 or 2024. We believe it is probable that the principal and interest will be collected in

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accordance with contractual terms and that the unrealized losses on these securities were due to changes in interest rates and were not due to increased credit risk. As of December 31, 2025, all of our U.S. treasury securities held a rating of AA+.

Expected maturities of available-for-sale securities at December 31, 2025 are as follows:

Expected maturity	Amortized cost	Fair value
One year or less	\$ 331.9	\$ 332.2
One year to five years	41.8	42.3
Total available-for-sale securities	<u><u>\$ 373.7</u></u>	<u><u>\$ 374.5</u></u>

## 8. FAIR VALUE OF FINANCIAL INSTRUMENTS

Our financial instruments consist primarily of cash and cash equivalents, accounts receivable, accounts payable, funds held for clients and client funds obligation. The carrying amount of cash and cash equivalents, accounts receivable, accounts payable, funds held for clients and client funds obligation approximates fair value.

Our corporate investments consist primarily of money market funds and demand deposit accounts and are classified as cash and cash equivalents on the consolidated balance sheets.

As discussed in Note 2 "Summary of Significant Accounting Policies", we typically invest the funds held for clients in money market funds, demand deposit accounts, certificates of deposit, commercial paper and U.S. treasury securities. Short-term investments in instruments with an original maturity of less than three months are classified as cash and cash equivalents within funds held for clients in the consolidated balance sheets. Investments in instruments with an original maturity greater than three months are classified as available-for-sale securities and are also included within funds held for clients in the consolidated balance sheets. These available-for-sale securities are recognized at fair value, with the difference between the amortized cost and fair value of these available-for-sale securities recorded as unrealized net gains (losses) within comprehensive earnings (loss) in our consolidated statements of comprehensive income. See Note 7 "Corporate Investments and Funds Held for Clients" for additional information.

The accounting standard for fair value measurements establishes a three-level fair value hierarchy, which prioritizes the inputs used in measuring fair value as follows:

- Level 1 – Observable inputs such as quoted prices in active markets
- Level 2 – Inputs other than quoted prices in active markets for identical assets or liabilities that are observable either directly or indirectly or quoted prices that are not active
- Level 3 – Unobservable inputs in which there is little or no market data

Included in the following tables are the Company's major categories of assets and liabilities measured at fair value on a recurring basis as of December 31, 2025 and 2024:

	December 31, 2025			
	Level 1	Level 2	Level 3	Total
<b>Assets:</b>				
U.S. treasury securities	\$ —	\$ 299.4	\$ —	\$ 299.4
Certificates of deposit	\$ —	\$ 75.1	\$ —	\$ 75.1

	December 31, 2024			
	Level 1	Level 2	Level 3	Total
<b>Assets:</b>				
U.S. treasury securities	\$ —	\$ 24.7	\$ —	\$ 24.7

## 9. EMPLOYEE SAVINGS PLAN AND EMPLOYEE STOCK PURCHASE PLAN

Employees over the age of 18 who have completed 30 days of service are eligible to participate in our employee savings plan (401(k) plan). We have made a Qualified Automatic Contribution Arrangement ("QACA") election, whereby the Company matches the contribution of our employees equal to 100% of the first 1% of salary deferrals and 50% of salary deferrals between 2% and 6%, up to a maximum matching contribution of 3.5% of an employee's salary each plan year. We are allowed to make additional discretionary matching contributions and discretionary profit sharing contributions. Employees are 100% vested in

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amounts attributable to salary deferrals and rollover contributions. The QACA matching contributions as well as the discretionary matching and profit sharing contributions vest 100% after two years of employment from the date of hire. Matching contributions were \$20.6 million, \$19.1 million and \$15.9 million for the years ended December 31, 2025, 2024 and 2023, respectively.

The ESPP has overlapping offering periods, with each offering period lasting approximately 24 months. At the beginning of each offering period, eligible employees may elect to contribute, through payroll deductions, up to 10% of their compensation, subject to an annual per employee maximum of \$25,000. Eligible employees purchase shares of the Company's common stock at a price equal to 85% of the fair market value of the shares on the exercise date. The maximum number of shares that may be purchased by a participant during each offering period is 2,000 shares, subject to limits specified by the Internal Revenue Service. The maximum aggregate number of shares of the Company's common stock that may be purchased by all participants under the ESPP is 2.0 million shares. During the year ended December 31, 2025, eligible employees purchased 68,984 shares of common stock under the ESPP, consisting of 35,284 purchased in the open market and 33,700 shares issued from treasury stock. During the years ended December 31, 2024 and 2023, eligible employees purchased 87,073 and 72,942 shares, respectively, of common stock under the ESPP, all of which were purchased in the open market. Compensation expense related to the ESPP is recognized on a straight-line basis over the requisite service period.

#### **10. EARNINGS PER SHARE**

Basic earnings per share is computed by dividing net income by the weighted average number of shares of common stock outstanding for the period. Diluted earnings per share is computed in a similar manner to basic earnings per share after assuming the issuance of shares of common stock for all potentially dilutive equity incentive awards using the treasury stock method.

The following is a reconciliation of net income and the shares of common stock used in the computation of basic and diluted earnings per share:

	<b>Year Ended December 31,</b>		
	<b>2025</b>	<b>2024</b>	<b>2023</b>
<b>Numerator:</b>			
Net income	\$ 453.4	\$ 502.0	\$ 340.8
<b>Denominator:</b>			
Basic weighted average shares outstanding (in thousands)	55,765	56,208	57,707
Dilutive effect of unvested restricted stock and restricted stock units (in thousands)	351	88	267
Diluted weighted average shares outstanding (in thousands)	<u>56,116</u>	<u>56,296</u>	<u>57,974</u>
<b>Earnings per share:</b>			
Basic	\$ 8.13	\$ 8.93	\$ 5.91
Diluted	\$ 8.08	\$ 8.92	\$ 5.88

#### **11. STOCK-BASED COMPENSATION**

In May 2023, the stockholders of the Company approved the Paycom Software, Inc. 2023 Long-Term Incentive Plan (the "2023 LTIP"), which provides for the granting of equity-based awards to the Company's employees, contractors and outside directors. Subject to certain adjustments, the maximum number of shares of common stock that may be delivered pursuant to awards under the 2023 LTIP is 3.6 million.

For the year ended December 31, 2025, the Company recognized non-cash stock-based compensation expense of \$118.7 million. For the year ended December 31, 2024, the Company recognized non-cash stock-based compensation expense, inclusive of forfeitures, that totaled a net benefit of \$22.9 million. For the year ended December 31, 2023, our total non-cash stock-based compensation expense was \$129.8 million.

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The following table presents the non-cash stock-based compensation expense that is included within the specified line items in our consolidated statements of comprehensive income:

	Year Ended December 31,		
	2025	2024	2023
<b>Non-cash stock-based compensation expense:</b>			
Operating expenses	\$ 15.7	\$ 13.5	\$ 10.6
Sales and marketing	28.8	19.0	23.9
Research and development	34.7	26.3	22.3
General and administrative	39.5	(81.7) <sup>(1)</sup>	73.0
Total non-cash stock-based compensation expense	<u>\$ 118.7</u>	<u>\$ (22.9)</u> <sup>(1)</sup>	<u>\$ 129.8</u>

(1) The change in Chad Richison's position from Chief Executive Officer to Co-Chief Executive Officer, effective February 7, 2024, triggered the forfeiture of 1,610,000 shares of restricted stock granted to him on November 23, 2020, in accordance with the terms of the award. As a result, \$117.5 million of previously recognized compensation costs that were recorded in reporting periods prior to 2024 were reversed to additional paid-in capital in the consolidated balance sheets and to general and administrative expenses in the consolidated statements of comprehensive income.

The following table presents the unrecognized compensation cost and the related weighted average recognition period associated with unvested equity incentive awards as of December 31, 2025:

	Restricted Stock Awards	Restricted Stock Units
Unrecognized compensation cost	\$ 175.8	\$ 11.3
Weighted average period for recognition (years)	2.3	1.1

We capitalized stock-based compensation costs related to software developed for internal use of \$25.2 million, \$17.5 million and \$14.7 million for the years ended December 31, 2025, 2024 and 2023, respectively.

In May 2023, our Board of Directors adopted a dividend policy under which we intend to pay quarterly cash dividends on our common stock. All unvested equity incentive awards currently outstanding are entitled to receive dividends or dividend equivalents, provided that such dividends or dividend equivalents are withheld by the Company and distributed to the applicable holder upon the release of restrictions on such equity incentive awards (*i.e.*, upon vesting).

#### **Restricted Stock Awards**

We have historically issued shares of restricted stock that are subject to either market-based vesting conditions ("Market-Based Restricted Stock Awards") or time-based or no vesting conditions ("Time-Based Restricted Stock Awards"). The market-based vesting conditions are based on the Company's total enterprise value or volume weighted average stock price over a specific period exceeding certain specified thresholds.

During the year ended December 31, 2025, we issued an aggregate of 880,267 restricted shares of common stock under the 2023 LTIP, consisting of 188,370 shares underlying Market-Based Restricted Stock Awards and 691,897 shares underlying Time-Based Restricted Stock Awards. Generally, Market-Based Restricted Stock Awards will vest 50% on the first date, if any, that the arithmetic average of the Company's volume weighted average price on each of the 20 consecutive trading days immediately preceding such date (the "VWAP Value") equals or exceeds \$250 per share and 50% on the first date, if any, that the Company's VWAP Value equals or exceeds \$282 per share, in each case provided that (i) such date occurs on or before the eighth anniversary of the grant date and (ii) the recipient is employed by, or providing services to, the Company on the applicable vesting date, and subject to the terms and conditions of the 2023 LTIP and the applicable restricted stock award agreement. Generally, the Time-Based Restricted Stock Awards will vest over periods ranging from approximately one to four years, provided that the recipient is employed by, or providing services to, the Company on the applicable vesting date, and subject to the terms and conditions of the 2023 LTIP and the applicable restricted stock award agreement.

The Time-Based Restricted Stock Awards mentioned above include an aggregate of 7,693 shares of restricted stock issued to the non-employee members of our Board of Directors in 2025 under the 2023 LTIP. Such shares of restricted stock will cliff-vest on the seventh day following the first anniversary date of the grant, provided that such director is providing services to the Company through the applicable vesting date, and subject to the terms and conditions of the 2023 LTIP and the applicable restricted stock award agreement.

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The following table presents a summary of the grant date fair values of restricted stock granted during the years ended December 31, 2025, 2024 and 2023 and the related assumptions:

	Year Ended December 31,		
	2025	2024	2023
Grant date fair value of restricted stock	\$160.82 - \$263.93	\$144.16 - \$210.65	\$167.76 - \$337.44
Risk-free interest rate	4.17%	4.27%	3.58%
Estimated volatility	40.1%	40.1%	40.9%
Expected life (in years)	2.1	2.3	2.3

The following table summarizes restricted stock award activity for the year ended December 31, 2025:

	Time-Based Restricted Stock Awards		Market-Based Restricted Stock Awards	
	Shares (in thousands)	Weighted Average Grant Date Fair Value (in dollars)	Shares (in thousands)	Weighted Average Grant Date Fair Value (in dollars)
Unvested shares of restricted stock outstanding at December 31, 2024	1,140.3	\$ 230.10	195.7	\$ 244.14
Granted	691.9	\$ 219.06	188.4	\$ 203.34
Vested	(367.9)	\$ 248.79	(160.0)	\$ 187.76
Forfeited	(331.0)	\$ 231.88	(57.7)	\$ 240.02
Unvested shares of restricted stock outstanding at December 31, 2025	<u>1,133.3</u>	<u>\$ 216.76</u>	<u>166.4</u>	<u>\$ 253.59</u>

The following table presents the aggregate fair value of restricted stock awards that vested during the indicated period:

	Year Ended December 31,		
	2025	2024	2023
Time-Based Restricted Stock Awards	\$ 87.3	\$ 46.5	\$ 43.0
Market-Based Restricted Stock Awards	\$ 41.5	\$ 19.8	—

#### **Restricted Stock Units**

During the year ended December 31, 2025, we issued the following RSU awards to certain of our executive officers and employees, in each case subject to the terms and conditions of the 2023 LTIP and the applicable RSU award agreement: (i) an aggregate of 80,741 time-based RSUs and (ii) an aggregate of 80,238 performance-based RSUs (“PSUs”). Generally, the number of shares deliverable upon the vesting of such PSUs was determined based on the achievement of a pre-established revenue performance goal for the one-year performance period from January 1, 2025 to December 31, 2025. The PSUs were eligible to vest following the performance period, but no later than March 1, 2026, provided that the recipient was employed by, or providing services to, the Company on the applicable vesting date, and subject to the terms and conditions of the 2023 LTIP and the applicable RSU award agreement. Generally, the RSUs vest in three equal annual tranches over a period of approximately three years, provided that the recipient is employed by, or providing services to, the Company on the applicable vesting date.

During the year ended December 31, 2025, 23,715 PSUs (consisting of PSUs granted to certain executive officers in 2024) were eligible to vest based on the Company’s performance during a performance period ended December 31, 2024. On February 10, 2025, we issued 23,715 shares of common stock upon the vesting of PSUs. The number of shares delivered upon the vesting of such PSUs was determined based on the Company’s achievement of a revenue performance goal.

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The following table presents a summary of the grant date fair values of RSUs and PSUs granted during the years ended December 31, 2025, 2024 and 2023 and the related assumptions:

	Year Ended December 31,		
	2025	2024	2023
Grant date fair value of restricted stock	\$199.31 - \$213.06	\$158.95 - \$199.03	\$55.83 - \$297.55
Risk-free interest rate	—	—	4.89%
Estimated volatility	—	—	42.5%
Expected life (in years)	1.5	1.4	1.0

The following table summarizes RSU and PSU activity for the year ended December 31, 2025:

	RSUs			PSUs		
	Units (in thousands)	Weighted Average Grant Date Fair Value Per Unit (in dollars)	Units (in thousands)	Weighted Average Grant Date Fair Value Per Unit (in dollars)	Weighted Average Grant Date Fair Value Per Unit (in dollars)	Weighted Average Grant Date Fair Value Per Unit (in dollars)
Unvested restricted stock units outstanding at December 31, 2024	23.6	\$ 198.54	23.7	\$ 181.24	—	—
Granted	80.7	\$ 212.95	80.2	\$ 213.17	—	—
Vested	(13.8)	\$ 208.57	(23.7)	\$ 181.24	—	—
Forfeited	(14.0)	\$ 209.87	—	\$ —	—	—
Unvested restricted stock units outstanding at December 31, 2025	<u>76.5</u>	<u>\$ 209.86</u>	<u>80.2</u>	<u>\$ 213.17</u>	—	—

The following table presents the aggregate fair value of RSUs and PSUs that vested during the indicated period:

	Year Ended December 31,		
	2025	2024	2023
RSUs	\$ 2.6	\$ 0.6	\$ —
PSUs	\$ 4.9	\$ 0.9	\$ 1.7

## 12. COMMITMENTS AND CONTINGENCIES

### *Employment Agreements*

We have employment agreements with certain of our executive officers. The agreements allow for annual compensation, participation in executive benefit plans, and performance-based cash bonuses.

### *Legal Proceedings*

We are involved in various legal proceedings in the ordinary course of business. Although we cannot predict the outcome of these proceedings, legal matters are subject to inherent uncertainties, and there exists the possibility that the ultimate resolution of these matters could have a material adverse effect on our business, financial condition, results of operations and cash flows.

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### 13. INCOME TAXES

The following table lists the components of the provision for income taxes:

	Year Ended December 31,		
	2025	2024	2023
Provision for current income taxes			
Federal	\$ 0.8	\$ 103.8	\$ 94.1
State	11.1	37.4	31.9
Total provision for current income taxes	<u>11.9</u>	<u>141.2</u>	<u>126.0</u>
Provision for deferred income taxes			
Federal	118.5	3.9	5.4
State	35.6	1.9	0.2
Total provision for deferred income taxes	<u>154.1</u>	<u>5.8</u>	<u>5.6</u>
Total provision for income taxes	<u><u>\$ 166.0</u></u>	<u><u>\$ 147.0</u></u>	<u><u>\$ 131.6</u></u>

The following schedule reconciles the statutory federal tax rate to the effective income tax rate:

	Year ended December 31,					
	2025	2024 as adjusted <sup>(2)</sup>	2023 as adjusted <sup>(2)</sup>	2025	2024 as adjusted <sup>(2)</sup>	2023 as adjusted <sup>(2)</sup>
U.S. federal statutory tax rate	\$ 130.1	21.0 %	\$ 136.3	21.0 %	\$ 99.2	21.0 %
State and local income taxes, net of federal income tax effect <sup>(1)</sup>	36.5	5.9 %	37.3	5.7 %	27.4	5.8 %
Tax credits						
Research credit, federal benefit	(9.2)	-1.5 %	(7.9)	-1.2 %	(12.4)	-2.6 %
Nontaxable or nondeductible items						
Stock-based compensation	5.3	0.9 %	(22.1)	-3.4 %	13.6	2.9 %
Other	2.4	0.4 %	2.5	0.4 %	2.1	0.4 %
Changes in unrecognized tax benefits	(0.3)	0.0 %	—	0.0 %	3.8	0.8 %
Other adjustments	1.3	0.2 %	0.9	0.1 %	(2.1)	-0.4 %
Effective tax rate	<u><u>\$ 166.0</u></u>	<u><u>26.8 %</u></u>	<u><u>\$ 147.0</u></u>	<u><u>22.7 %</u></u>	<u><u>\$ 131.6</u></u>	<u><u>27.9 %</u></u>

(1) State taxes in Oklahoma, California, Illinois, and New York and local taxes in New York City made up the majority (greater than 50 percent) of the tax effect in this category.

(2) Disclosures for 2024 and 2023 were adjusted for retrospective application of ASU 2023-09, as described in Note 2 "Summary of Significant Accounting Policies."

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. The significant components of our deferred tax assets and liabilities were as follows:

	December 31,	
	2025	2024
Deferred income tax assets (liabilities):		
Mark-to-market investments - OCI	\$ (0.1)	\$ 0.2
Stock-based compensation	16.3	18.0
Investment in Paycom Payroll Holdings, LLC	(324.9)	(167.9)
Tax credits	3.0	—
Net operating losses	1.3	—
Noncurrent deferred income tax liabilities, net	<u><u>\$ (304.4)</u></u>	<u><u>\$ (149.7)</u></u>

At December 31, 2025, we had net operating loss carryforwards for state income tax purposes of \$1.3 million, which are available to offset future state taxable income that begin expiring in 2033.

Total net income tax payments, net of refunds, were \$78.1 million in 2025, \$134.8 million in 2024, and \$138.8 million in 2023. The following table lists the components of the payments for income taxes, net of refunds:

Paycom Software, Inc.  
 Notes to the Consolidated Financial Statements  
 (tabular dollars and shares in millions, except per share and per unit amounts)

	Year Ended December 31,		
	2025	2024	2023
Federal	\$ 53.0	\$ 99.5	\$ 103.0
State			
California	5.0	5.5	4.6
Oklahoma	3.2	9.3	5.3
Other	16.9	20.5	25.9
Total income tax payments, net of refunds	<u>\$ 78.1</u>	<u>\$ 134.8</u>	<u>\$ 138.8</u>

The following table presents a reconciliation of the total unrecognized tax benefits as of the years ended December 31, 2025, 2024 and 2023.

	Year Ended December 31,		
	2025	2024	2023
Balance at January 1			
Tax positions related to current year:			
Additions	\$ 3.8	\$ 3.8	\$ —
(Reductions)	0.7	0.8	3.8
Balance at December 31	<u>\$ 3.5</u>	<u>\$ 3.8</u>	<u>\$ 3.8</u>

As of December 31, 2025, 2024 and 2023, there were \$3.5 million, \$3.8 million and \$3.8 million, respectively, of unrecognized tax benefits that, if recognized, would affect the annual effective tax rate.

Where applicable, we classify income tax-related interest and penalties as interest expense and other expense, respectively. During the years ended December 31, 2025, 2024 and 2023, we recorded interest and penalties with regard to uncertain tax positions of \$0.0 million, \$0.3 million and \$0.8 million, respectively.

We recognize tax benefits from an uncertain tax position only if it is more likely than not the tax position will be sustained on examination by taxing authorities based on the technical merits of the position. The tax benefits in the financial statements from such positions are then measured based on the largest benefit that has a greater than 50 percent likelihood of being realized on settlement.

We file income tax returns with the United States federal government and various state jurisdictions. With few exceptions, we are no longer subject to U.S. federal, state and local income tax examinations by tax authorities for years prior to 2022.

#### 14. SEGMENT REPORTING

The Company conducts business as a single operating segment, which is based upon the Company's current organizational and management structure, as well as information used by the CODM to allocate resources. The Company derives revenues from customers by providing a cloud-based HCM solution delivered as Software-as-a-Service. Our payroll application is the foundation of our solution and is based on a core system of record to maintain a single database for all HCM functions. The Company derives revenue primarily in North America and manages the business activities on a consolidated basis. No individual client represents 10% or more of total revenues.

The accounting policies of the segment are the same as those described in Note 2 "Summary of Significant Accounting Policies". The Company's CODM is our Chief Executive Officer. The CODM assesses performance for the segment and decides how to allocate resources based on net income, as reported on the consolidated statements of comprehensive income. Net income is used monthly to monitor budget versus actual results. The CODM manages the business using consolidated expense information as well as regularly provided budgeted or forecasted expense information for the single operating segment. The total assets of the segment are reported on the consolidated balance sheets. Significant non-cash items including expenditures for purchases of long-lived assets and non-cash stock-based compensation expense of the segment are reported on the consolidated statements of cash flows.

The Company does not have any intra-entity sales or transfers.

Paycom Software, Inc.  
 Notes to the Consolidated Financial Statements  
 (tabular dollars and shares in millions, except per share and per unit amounts)

The table below highlights the Company's revenues, expenses and net income for our single reportable segment, which are consistent with amounts reported on the consolidated statements of comprehensive income for the years ended December 31, 2025, 2024 and 2023.

	Year Ended December 31,		
	2025	2024	2023
<b>Revenues</b>			
Recurring	\$ 1,912.7	\$ 1,733.9	\$ 1,563.4
Implementation and other	26.0	24.4	22.3
Interest on funds held for clients	113.0	124.9	108.0
<b>Total revenues</b>	<b>2,051.7</b>	<b>1,883.2</b>	<b>1,693.7</b>
<b>Cost of revenues</b>			
Operating expenses	263.0	267.4	223.7
Depreciation and amortization	82.4	67.2	52.6
<b>Total cost of revenues</b>	<b>345.4</b>	<b>334.6</b>	<b>276.3</b>
Gross profit	1,706.3	1,548.6	1,417.4
<b>Administrative expenses</b>			
Sales and marketing	482.8	434.4	417.6
Research and development	283.4	242.6	199.0
General and administrative	279.0	158.6	288.1
Depreciation and amortization	93.9	78.7	61.4
<b>Total administrative expenses</b>	<b>1,139.1</b>	<b>914.3</b>	<b>966.1</b>
<b>Total operating expenses</b>	<b>1,484.5</b>	<b>1,248.9</b>	<b>1,242.4</b>
Operating income	567.2	634.3	451.3
Interest expense	(3.4)	(3.4)	(1.9)
Other income, net	55.6	18.1	23.0
Income before income taxes	619.4	649.0	472.4
Provision for income taxes	166.0	147.0	131.6
<b>Net income</b>	<b>\$ 453.4</b>	<b>\$ 502.0</b>	<b>\$ 340.8</b>

## 15. SUBSEQUENT EVENTS

### Executive RSU and PSU Awards

Effective February 18, 2026, the Compensation Committee of the Board of Directors granted the following awards of PSUs and RSUs to the Company's executive officers (dollars in millions):

Name	Target PSU Value <sup>(1)</sup>	RSU Value
Chad Richison	\$9,000	\$9,000
Shane Hadlock	\$2,625	\$2,625
Robert D. Foster	\$2,250	\$2,250
Jeff York	\$1,750	\$1,750
Randy Peck	\$1,250	\$1,250

(1) "Target PSU Value" assumes achievement of the maximum performance level.

The number of PSUs that will vest and be converted into shares of common stock will be based on the achievement of a total revenues performance target. The RSUs will vest in three substantially equal tranches on February 5, 2027, February 5, 2028, and February 5, 2029, provided that the executive officer is employed by, or providing services to, the Company on the applicable vesting date.

**Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure**

None.

**Item 9A. Controls and Procedures*****Evaluation of Disclosure Controls and Procedures***

The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, refers to controls and procedures that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that such information is accumulated and communicated to a company’s management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. We believe, however, that a controls system, no matter how well designed and operated, can only provide reasonable assurance that the objectives of the controls systems are met, and no evaluation of controls can provide absolute assurance that all control issues and instances of fraud or error, if any, within a company have been detected.

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures as of December 31, 2025, the end of the period covered by this Form 10-K. Based upon such evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures were effective as of such date.

***Management’s Report on Internal Control Over Financial Reporting***

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Our management, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, assessed the effectiveness of our internal control over financial reporting based on criteria established in the 2013 *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on this evaluation, management concluded that our internal control over financial reporting was effective as of December 31, 2025.

The effectiveness of our internal control over financial reporting as of December 31, 2025, has been audited by Grant Thornton LLP, an independent registered public accounting firm, as stated in its attestation report included in this Form 10-K.

***Changes in Internal Control Over Financial Reporting***

There have been no material changes in our internal control over financial reporting that occurred during the quarter ended December 31, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**Item 9B. Other Information*****Rule 10b5-1 Trading Arrangements***

On December 15, 2025, an entity affiliated with Chad Richison, Chief Executive Officer and Chairman of the Board of Directors, adopted a Rule 10b5-1 trading arrangement (the “Richison 10b5-1 Plan”) that is intended to satisfy the affirmative defense of Rule 10b5-1(c) of the Exchange Act. The Richison 10b5-1 Plan provides for the sale of up to 480,000 shares of common stock on behalf of the affiliated entity during the period beginning on the later of (i) March 16, 2026, and (ii) the third trading day following disclosure of the Company’s financial results on Form 10-K for the year ended December 31, 2025, and ending September 16, 2026, subject to earlier termination in accordance with the terms of the Richison 10b5-1 Plan and applicable laws, rules and regulations.

**Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections**

Not applicable.

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Stockholders  
Paycom Software, Inc.

### Opinion on internal control over financial reporting

We have audited the internal control over financial reporting of Paycom Software, Inc. (a Delaware corporation) and subsidiaries (the “Company”) as of December 31, 2025, based on criteria established in the 2013 *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (“COSO”). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on criteria established in the 2013 *Internal Control—Integrated Framework* issued by COSO.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (“PCAOB”), the consolidated financial statements of the Company as of and for the year ended December 31, 2025, and our report dated February 19, 2026 expressed an unqualified opinion on those financial statements.

### Basis for opinion

The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### Definition and limitations of internal control over financial reporting

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ GRANT THORNTON LLP

Oklahoma City, Oklahoma  
February 19, 2026

### **PART III**

#### **Item 10. Directors, Executive Officers and Corporate Governance**

The information required in response to this Item 10 is incorporated herein by reference to our Definitive Proxy Statement to be filed with the SEC pursuant to Regulation 14A of the Exchange Act not later than 120 days after the end of the fiscal year covered by this Annual Report on Form 10-K.

#### **Item 11. Executive Compensation**

The information required in response to this Item 11 (except for the information required by Item 402(v) of Regulation S-K) is incorporated herein by reference to our Definitive Proxy Statement to be filed with the SEC pursuant to Regulation 14A of the Exchange Act not later than 120 days after the end of the fiscal year covered by this Annual Report on Form 10-K.

#### **Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters**

The information required in response to this Item 12 is incorporated herein by reference to our Definitive Proxy Statement to be filed with the SEC pursuant to Regulation 14A of the Exchange Act not later than 120 days after the end of the fiscal year covered by this Annual Report on Form 10-K.

#### **Item 13. Certain Relationships and Related Transactions, and Director Independence**

The information required in response to this Item 13 is incorporated herein by reference to our Definitive Proxy Statement to be filed with the SEC pursuant to Regulation 14A of the Exchange Act not later than 120 days after the end of the fiscal year covered by this Annual Report on Form 10-K.

#### **Item 14. Principal Accounting Fees and Services**

The information required in response to this Item 14 is incorporated herein by reference to our Definitive Proxy Statement to be filed with the SEC pursuant to Regulation 14A of the Exchange Act not later than 120 days after the end of the fiscal year covered by this Annual Report on Form 10-K.

## PART IV

### Item 15. Exhibits, Financial Statement Schedules

(a) Documents filed as part of this Form 10-K

(1) Consolidated Financial Statements: The following consolidated financial statements of Paycom Software, Inc., together with the report thereon, of Grant Thornton LLP, our Independent Registered Public Accounting Firm, are included in Part II, Item 8 of this Form 10-K:  
Consolidated Balance Sheets as of December 31, 2025 and 2024  
Consolidated Statements of Comprehensive Income, Years Ended December 31, 2025, 2024 and 2023  
Consolidated Statements of Stockholders' Equity, Years Ended December 31, 2025, 2024 and 2023  
Consolidated Statements of Cash Flows, Years Ended December 31, 2025, 2024 and 2023  
Notes to the Consolidated Financial Statements

(2) Financial Statement Schedules: Financial statement schedules have been omitted as information required is inapplicable or the information is presented in the consolidated financial statements and the related notes.

(3) Exhibits:  
The following exhibits are included herein or incorporated herein by reference:

<u>Exhibit No.</u>	<u>Description</u>
3.1	<a href="#">Amended and Restated Certificate of Incorporation of Paycom Software, Inc. (incorporated by reference to Exhibit 3.1 to the Company's Amendment No. 1 to the Registration Statement on Form S-1/A dated March 31, 2014, filed with the SEC on March 31, 2014).</a>
3.2	<a href="#">Amended and Restated Bylaws of Paycom Software, Inc. (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K/A dated February 18, 2026, filed with the SEC on February 19, 2026).</a>
4.1	<a href="#">Form of Common Stock Certificate (incorporated by reference to Exhibit 4.1 to the Company's Amendment No. 1 to the Registration Statement on Form S-1/A dated March 31, 2014, filed with the SEC on March 31, 2014).</a>
4.2	<a href="#">Description of Securities (incorporated by reference to Exhibit 4.11 to the Company's Annual Report on Form 10-K for the year ended December 31, 2019, filed with the SEC on February 13, 2020).</a>
10.1 <sup>+</sup>	<a href="#">Form of Indemnification Agreement between Paycom Software, Inc. and each of its directors and executive officers (incorporated by reference to Exhibit 10.1 to the Company's Registration Statement on Form S-1 dated March 10, 2014, filed with the SEC on March 10, 2014).</a>
10.2 <sup>+</sup>	<a href="#">Paycom Software, Inc. 2014 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.2 to the Company's Registration Statement on Form S-1 dated March 10, 2014, filed with the SEC on March 10, 2014).</a>
10.2.1 <sup>+</sup>	<a href="#">First Amendment to the Paycom Software, Inc. 2014 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated May 1, 2017, filed with the SEC on May 4, 2017).</a>
10.2.2 <sup>+</sup>	<a href="#">Form of Time-Based Restricted Stock Award Agreement (Non-Executives – 2021) under the Paycom Software, Inc. 2014 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.2.12 to the Company's Annual Report on Form 10-K for the year ended December 31, 2020, filed with the SEC on February 18, 2021).</a>
10.2.3 <sup>+</sup>	<a href="#">Form of Market-Based Restricted Stock Award Agreement (Non-Executives – 2021) under the Paycom Software, Inc. 2014 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.2.13 to the Company's Annual Report on Form 10-K for the year ended December 31, 2020, filed with the SEC on February 18, 2021).</a>
10.3 <sup>+</sup>	<a href="#">Paycom Software, Inc. 2023 Long-Term Incentive Plan (incorporated by reference to Exhibit 99.1 to the Company's Registration Statement on Form S-8 dated May 1, 2023, filed with the SEC on May 1, 2023).</a>
10.3.1 <sup>+</sup>	<a href="#">First Amendment to the Paycom Software, Inc. 2023 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q dated September 30, 2025, filed with the SEC on November 6, 2025).</a>
10.3.2* <sup>+</sup>	<a href="#">Form of Restricted Stock Unit Award Agreement – Time-Based Vesting (Executive) under the Paycom Software, Inc. 2023 Long Term Incentive Plan.</a>

**Exhibit No.****Description**

10.3.3 <sup>+</sup>	<a href="#">Form of Restricted Stock Award Agreement – Time-Based Vesting (Executive) under the Paycom Software, Inc. 2023 Long Term Incentive Plan (incorporated by reference to Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2023, filed with the SEC on May 4, 2023).</a>
10.3.4* <sup>+</sup>	<a href="#">Form of Restricted Stock Unit Award Agreement – Performance-Based Vesting under the Paycom Software, Inc. 2023 Long-Term Incentive Plan.</a>
10.3.5* <sup>+</sup>	<a href="#">Form of Restricted Stock Award Agreement – Market-Based Vesting under the Paycom Software, Inc. 2023 Long-Term Incentive Plan.</a>
10.3.6* <sup>+</sup>	<a href="#">Form of Restricted Stock Award Agreement – Time-Based Vesting (Non-Executive) under the Paycom Software, Inc. 2023 Long Term Incentive Plan.</a>
10.4 <sup>+</sup>	<a href="#">Second Amended and Restated Executive Employment Agreement by and between Paycom Software, Inc. and Chad Richison, dated March 9, 2020 (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, filed with the SEC on April 30, 2020).</a>
10.4.1	<a href="#">Unanimous Written Consent of the Compensation Committee of the Board of Directors of Paycom Software, Inc. dated October 28, 2019 (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2019, filed with the SEC on October 31, 2019).</a>
10.4.2 <sup>+</sup>	<a href="#">Letter Agreement, by and between Paycom Software, Inc. and Chad Richison, dated February 7, 2024 (incorporated by reference to Exhibit 10.5 to the Company's Current Report on Form 8-K dated February 7, 2024, filed with the SEC on February 7, 2024).</a>
10.4.3* <sup>+</sup>	<a href="#">Letter Agreement, by and between Paycom Software, Inc. and Chad Richison, dated February 18, 2026.</a>
10.5 <sup>+</sup>	<a href="#">Amended and Restated Executive Employment Agreement by and between Paycom Software, Inc. and Craig E. Boelte, dated March 9, 2020 (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, filed with the SEC on April 30, 2020).</a>
10.6 <sup>+</sup>	<a href="#">Offer Letter by and between Paycom Software, Inc. and Jason D. Clark, dated November 17, 2023 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated November 17, 2023, filed with the SEC on November 21, 2023).</a>
10.7 <sup>+</sup>	<a href="#">Letter Agreement, by and between Paycom Software, Inc. and Amy Walker, dated April 4, 2024 (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K dated April 1, 2024, filed with the SEC on April 5, 2024).</a>
10.7.1* <sup>+</sup>	<a href="#">Independent Consultant and Services Agreement, by and between Paycom Payroll, LLC and Amy Walker, dated January 23, 2026.</a>
10.7.2* <sup>+</sup>	<a href="#">Release and Award Cancellation and Acceleration Agreement, by and between Paycom Software, Inc. and Amy Walker, dated January 23, 2026.</a>
10.8 <sup>+</sup>	<a href="#">Letter Agreement, by and among Paycom Software, Inc., Paycom Payroll, LLC and Randy Peck, dated May 30, 2024 (incorporated by reference to Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2024, filed with the SEC on August 1, 2024).</a>
10.9 <sup>+</sup>	<a href="#">Letter Agreement, by and between Paycom Software, Inc. and Robert D. Foster, dated February 12, 2025 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated February 12, 2025, filed with the SEC on February 12, 2025).</a>
10.10 <sup>+</sup>	<a href="#">Letter Agreement, by and among Paycom Software, Inc., Paycom Payroll Holdings, LLC, Paycom Payroll, LLC and Shane Hadlock, dated August 18, 2025 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated August 13, 2025, filed with the SEC on August 18, 2025).</a>
10.10.1* <sup>+</sup>	<a href="#">Letter Agreement, by and between Paycom Software, Inc. and Shane Hadlock, dated February 18, 2026.</a>

<u>Exhibit No.</u>	<u>Description</u>
10.11 <sup>+</sup>	<a href="#">Transition Compensation and Release Agreement, by and between Paycom Software, Inc. and Bradley S. Smith, dated August 18, 2025 (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K dated August 13, 2025, filed with the SEC on August 18, 2025).</a>
10.12 <sup>+</sup>	<a href="#">Letter Agreement, by and among Paycom Software, Inc., Paycom Payroll, LLC and Bradley S. Smith, dated August 18, 2025 (incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K dated August 13, 2025, filed with the SEC on August 18, 2025).</a>
10.13 <sup>+</sup>	<a href="#">Amended and Restated Executive Employment Agreement by and between Paycom Software, Inc. and Jeffrey D. York, dated March 9, 2020 (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, filed with the SEC on April 30, 2020).</a>
10.13.1 <sup>+</sup>	<a href="#">Letter Agreement, by and between Paycom Software, Inc. and Jeffrey D. York, dated April 2, 2021 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated April 2, 2021, filed with the SEC on April 7, 2021).</a>
10.13.2* <sup>†</sup>	<a href="#">Amendment to Executive Employment Agreement, by and between Paycom Software, Inc. and Jeffrey D. York, dated January 23, 2026.</a>
10.14 <sup>+</sup>	<a href="#">Paycom Software, Inc. Annual Incentive Plan (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K dated May 5, 2015, filed with the SEC on May 8, 2015).</a>
10.14.1 <sup>+</sup>	<a href="#">First Amendment to Paycom Software, Inc. Annual Incentive Plan (incorporated by reference to Exhibit 10.6.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 2018, filed with the SEC on February 14, 2019).</a>
10.15	<a href="#">Paycom Software, Inc. Employee Stock Purchase Plan (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated May 5, 2015, filed with the SEC on May 8, 2015).</a>
10.15.1	<a href="#">First Amendment to the Paycom Software, Inc. Employee Stock Purchase Plan (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q dated September 30, 2025, filed with the SEC on November 6, 2025).</a>
10.16 <sup>†</sup>	<a href="#">Credit Agreement, dated July 29, 2022, by and among Paycom Software, Inc., Paycom Payroll, LLC, certain other subsidiaries of Paycom Software, Inc. as guarantors, JPMorgan Chase Bank, N.A., as a lender, swingline lender, and issuing bank, the lenders party thereto, and JPMorgan Chase Bank, N.A. as the administrative agent (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated July 29, 2022, filed with the SEC on August 2, 2022).</a>
10.16.1 <sup>†</sup>	<a href="#">Amendment No. 1 to Credit Agreement, dated May 17, 2023, by and among Paycom Software, Inc., Paycom Payroll, LLC, certain other subsidiaries of Paycom Software, Inc. as guarantors, JPMorgan Chase Bank, N.A., as a lender, swingline lender, and issuing bank, the lenders party thereto, and JPMorgan Chase Bank, N.A. as the administrative agent (incorporated by reference to Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2023, filed with the SEC on August 3, 2023).</a>
10.16.2 <sup>†</sup>	<a href="#">Amendment No. 2 to Credit Agreement, dated July 28, 2023, by and among Paycom Software, Inc., Paycom Payroll, LLC, certain other subsidiaries of Paycom Software, Inc. as guarantors, JPMorgan Chase Bank, N.A., as a lender, swingline lender and issuing bank, the other lenders party thereto, and JPMorgan Chase Bank, N.A., as the administrative agent (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated July 28, 2023, filed with the SEC on August 1, 2023).</a>
19.1	<a href="#">Paycom Software, Inc. Insider Trading Policy (incorporated by reference to Exhibit 19.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 2024, filed with the SEC on February 20, 2025).</a>
21.1*	<a href="#">List of subsidiaries of the Company.</a>
23.1*	<a href="#">Consent of Independent Registered Public Accounting Firm.</a>
31.1*	<a href="#">Certification of the Chief Executive Officer of the Company, pursuant to the Section 302 of the Sarbanes-Oxley Act of 2002.</a>

<u>Exhibit No.</u>	<u>Description</u>
31.2*	<a href="#">Certification of the Chief Financial Officer of the Company, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>
32.1**	<a href="#">Certification of the Chief Executive Officer and Chief Financial Officer of the Company, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>
97.1	<a href="#">Paycom Software, Inc. Compensation Recovery Policy (incorporated by reference to Exhibit 97.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 2023, filed with the SEC on February 15, 2024).</a>
101.INS	<a href="#">Inline XBRL Instance Document – the XBRL Instance Document does not appear in the Interactive Data File as its XBRL tags are embedded within the Inline XBRL document.</a>
101.SCH*	<a href="#">Inline XBRL Taxonomy Extension Schema With Embedded Linkbases Documents.</a>
104	<a href="#">Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).</a>

<sup>+</sup> Management contract or compensatory plan or arrangement.

<sup>\*</sup> Filed herewith.

<sup>\*\*</sup> The certifications attached as Exhibit 32.1 are not deemed "filed" with the SEC and are not to be incorporated by reference into any filing of Paycom Software, Inc. under the Securities Act or the Exchange Act, whether made before or after the date of this Annual Report on Form 10-K, irrespective of any general incorporation language contained in such filing.

<sup>†</sup> Certain of the exhibits and schedules to this Exhibit have been omitted in accordance with Item 601(a)(5) of Regulation S-K. Paycom Software, Inc. agrees to furnish a copy of all omitted exhibits and schedules to the Securities and Exchange Commission upon request.

#### **Item 16. Form 10-K Summary**

Not applicable.

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

### PAYCOM SOFTWARE, INC.

Date: February 19, 2026

By: /s/ Chad Richison  
Chad Richison  
Chief Executive Officer  
(Principal Executive Officer and duly authorized officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated.

Date: February 19, 2026

/s/ Chad Richison  
Chad Richison  
Chief Executive Officer and Chairman of the Board of Directors  
(Principal Executive Officer)

/s/ Robert D. Foster  
Robert D. Foster  
Chief Financial Officer  
(Principal Accounting Officer and Principal Financial Officer)

/s/ Joseph L. Binz  
Joseph L. Binz  
Director

/s/ Henry C. Duques  
Henry C. Duques  
Director

/s/ Frederick C. Peters II  
Frederick C. Peters II  
Director

/s/ Sharen J. Turney  
Sharen J. Turney  
Director

/s/ Archana Vemulapalli  
Archana Vemulapalli  
Director

/s/ J.C. Watts, Jr.  
J.C. Watts, Jr.  
Director

**RESTRICTED STOCK UNIT AWARD AGREEMENT**  
**TIME-BASED VESTING (EXECUTIVE)**  
**PAYCOM SOFTWARE, INC.**  
**2023 LONG-TERM INCENTIVE PLAN**

1. **Grant of Award.** Pursuant to the Paycom Software, Inc. 2023 Long-Term Incentive Plan (the “**Plan**”) for Employees, Contractors, and Outside Directors of Paycom Software, Inc., a Delaware corporation (the “**Company**”), the Company grants to

[  
 (the “**Participant**”)]

an Award under the Plan for [\_\_\_\_\_] (\_\_\_\_\_) Restricted Stock Units (the “**Awarded Units**”) which may be converted into the number of shares of Common Stock of the Company equal to the number of Restricted Stock Units, subject to the terms and conditions of the Plan and this Restricted Stock Unit Award Agreement – Time-Based Vesting (Executive) (this “**Agreement**”). Each Awarded Unit shall be a notional share of Common Stock, with the value of each Awarded Unit being equal to the Fair Market Value of a share of Common Stock at any time. The “**Date of Grant**” of this Award is [\_\_\_\_\_].

2. **Subject to Plan.** This Agreement is subject to the terms and conditions of the Plan, and the terms of the Plan shall control to the extent not otherwise inconsistent with the provisions of this Agreement. To the extent the terms of the Plan are inconsistent with the provisions of the Agreement, this Agreement shall control. This Agreement is subject to any rules promulgated pursuant to the Plan by the Board or the Committee and communicated to the Participant in writing. Unless otherwise defined herein, the capitalized terms used herein that are defined in the Plan shall have the same meanings assigned to them in the Plan.

3. **Vesting of Awarded Units.** Except as specifically provided in this Agreement and subject to certain restrictions and conditions set forth in the Plan, the Awarded Units shall vest as set forth below. Any Awarded Units which have become vested in accordance with this Section 3 shall be referred to as “**Vested Units**” and any Awarded Units that, at the particular time of determination, have not become vested in accordance with this Section 3 shall be referred to as “**Non-Vested Units**.” The Awarded Units shall vest as follows:

a. One-third (1/3) of the Awarded Units (rounded down to the nearest whole unit) shall vest on [\_\_\_\_\_] (the “**Initial Vesting Date**”), *provided* the Participant is employed by (or if the Participant is a Contractor or an Outside Director, is providing services to) the Company or a Subsidiary on that date;

b. An additional one-third (1/3) of the Awarded Units (rounded [up/down]<sup>1</sup> to the nearest whole unit) shall vest on the first (1<sup>st</sup>) anniversary of the Initial Vesting Date, *provided* the Participant is employed by (or if the Participant is a Contractor or an Outside Director, is providing services to) the Company or a Subsidiary on that date; and

c. The remaining one-third (1/3) of the Awarded Units shall vest on the second (2<sup>nd</sup>) anniversary of the Initial Vesting Date, *provided* the Participant is employed by (or if the Participant is a Contractor or an Outside Director, is providing services to) the Company or a Subsidiary on that date.

Notwithstanding the foregoing, all Awarded Units not previously vested shall immediately become vested in full upon a Termination of Service as a result of the Participant’s death or Total and Permanent Disability.

4. **Forfeiture of Awarded Units.** Except as otherwise provided in Section 3, upon the Participant’s Termination of Service for any reason, the Participant shall be deemed to have forfeited all of the Participant’s Non-Vested Units. Upon forfeiture, all of the Participant’s rights with respect to the forfeited Non-Vested Units shall cease and terminate, without any further obligations on the part of the Company.

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<sup>1</sup> Rounding depends on actual number of shares. In certain instances, this tranche will be rounded up.

5. Conversion of Vested Units; Payment. Subject to Section 25 and Section 26 hereof, any Awarded Units that vest in accordance with Section 3 and become Vested Units shall be converted into shares of Common Stock and paid to the Participant (or in the event of the Participant's death, to the Participant's estate) on, or as soon as reasonably practicable after, the applicable vesting date (but in any event, within thirty (30) days of the date on which the Awarded Units vest and become Vested Units).

6. Dividend Equivalents. If any dividends or other distributions are paid with respect to the shares of Common Stock underlying the Awarded Units while the Awarded Units are outstanding, (i) the dollar amount or Fair Market Value of such dividends or distributions with respect to the number of shares of Common Stock then underlying the Awarded Units shall be credited to a bookkeeping account and held (without interest) by the Company for the account of the Participant until the date the Awarded Units become Vested Units and are converted and paid; and (ii) such dividend equivalents withheld pursuant to clause (i) attributable to any Awarded Units shall be distributed to such Participant in cash or, at the sole discretion of the Committee, in shares of Common Stock having a Fair Market Value equal to the amount of such dividend equivalents, if applicable, upon the date such Awarded Units become Vested Units and are converted and paid. Such dividend equivalents shall be subject to the same vesting and forfeiture provisions as the Awarded Units to which they relate. Any accrued amounts with respect to Non-Vested Units shall be forfeited upon any forfeiture of the related Non-Vested Units.

7. No Fractional Shares. Awarded Units may be converted only with respect to full shares, and no fractional share of Common Stock shall be issued.

8. Nonassignability. This Award and the Awarded Units are not assignable or transferable by the Participant, except by will or by the laws of descent and distribution.

9. Rights of a Stockholder. The Participant will have no rights of a stockholder with respect to any shares of Common Stock covered by this Agreement until the registration of such shares in the Participant's name for the shares of Common Stock issued upon the conversion of Vested Units. The Awarded Units shall be subject to the terms and conditions of this Agreement. Except as otherwise provided in Section 6 and Section 10 hereof, no adjustment shall be made for dividends or other rights for which the record date is prior to the issuance of such shares of Common Stock. The Participant, by his or her execution of this Agreement, agrees to execute any documents requested by the Company in connection with the issuance of shares of Common Stock upon the conversion of Vested Units.

10. Adjustment to Number of Awarded Units. The number of shares of Common Stock covered by the Awarded Units shall be subject to adjustment in accordance with Articles 11-13 of the Plan.

11. Specific Performance. The parties acknowledge that remedies at law will be inadequate remedies for breach of this Agreement and consequently agree that this Agreement shall be enforceable by specific performance. The remedy of specific performance shall be cumulative of all of the rights and remedies at law or in equity of the parties under this Agreement.

12. Participant's Representations. Notwithstanding any of the provisions hereof, the Participant hereby agrees that the Company will not be obligated to issue any shares of Common Stock to the Participant hereunder, if the issuance of such shares shall constitute a violation by the Participant or the Company of any provision of any law or regulation of any governmental authority. Any such determination by the Company shall be final, binding, and conclusive. The rights and obligations of the Company and the rights and obligations of the Participant are subject to all Applicable Laws.

13. Investment Representation. Unless the shares of Common Stock issued upon the conversion of Vested Units are issued to the Participant in a transaction registered under applicable federal and state securities laws, by his or her execution hereof, the Participant represents and warrants to the Company that all Common Stock which may be acquired hereunder will be acquired by the Participant for investment purposes for his or her own account and not with any intent for resale or distribution in violation of federal or state securities laws. Unless the Common Stock issued upon the conversion of Vested Units is issued to him or her in a transaction registered under the applicable federal and state securities laws, all certificates issued with respect to the Common Stock shall bear an appropriate

restrictive investment legend and shall be held indefinitely, unless they are subsequently registered under the applicable federal and state securities laws or the Participant obtains an opinion of counsel, in form and substance satisfactory to the Company and its counsel, that such registration is not required.

14. Participant's Acknowledgments. The Participant acknowledges that a copy of the Plan has been made available for his or her review by the Company, and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Award subject to all the terms and provisions thereof. The Participant hereby agrees to accept as binding, conclusive, and final all decisions or interpretations of the Committee or the Board, as appropriate, upon any questions arising under the Plan or this Agreement.

15. Law Governing. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware (excluding any conflict of laws rule or principle of Delaware law that might refer the governance, construction, or interpretation of this agreement to the laws of another state).

16. No Right to Continue Service or Employment. Nothing herein shall be construed to confer upon the Participant the right to continue in the employ or to provide services to the Company or any Subsidiary, whether as an Employee or as a Contractor or as an Outside Director, or interfere with or restrict in any way the right of the Company or any Subsidiary to discharge the Participant as an Employee, Contractor, or Outside Director at any time.

17. Legal Construction. In the event that any one or more of the terms, provisions, or agreements that are contained in this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect for any reason, the invalid, illegal, or unenforceable term, provision, or agreement shall not affect any other term, provision, or agreement that is contained in this Agreement, and this Agreement shall be construed in all respects as if the invalid, illegal, or unenforceable term, provision, or agreement had never been contained herein.

18. Covenants and Agreements as Independent Agreements. Each of the covenants and agreements that are set forth in this Agreement shall be construed as a covenant and agreement independent of any other provision of this Agreement. The existence of any claim or cause of action of the Participant against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the covenants and agreements that are set forth in this Agreement.

19. Entire Agreement. This Agreement together with the Plan supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and constitute the sole and only agreements between the parties with respect to the said subject matter. All prior negotiations and agreements between the parties with respect to the subject matter hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement or the Plan and that any agreement, statement or promise that is not contained in this Agreement or the Plan shall not be valid or binding or of any force or effect.

20. Parties Bound. The terms, provisions, and agreements that are contained in this Agreement shall apply to, be binding upon, and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, and permitted successors and assigns, subject to the limitation on assignment expressly set forth herein.

21. Modification. No change or modification of this Agreement shall be valid or binding upon the parties unless the change or modification is in writing and signed by the parties; provided, however, that the Company may change or modify this Agreement without the Participant's consent or signature if the Company determines, in its sole discretion, that such change or modification is necessary for purposes of compliance with or exemption from the requirements of Section 409A (as defined below). Notwithstanding the preceding sentence, the Company may amend the Plan to the extent permitted by the Plan.

22. Headings. The headings that are used in this Agreement are used for reference and convenience purposes only and do not constitute substantive matters to be considered in construing the terms and provisions of this Agreement.

23. **Gender and Number.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

24. **Notice.** Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective parties at the following addresses (or at such other addresses as they have theretofore specified by written notice delivered in accordance herewith):

Notice to the Company shall be addressed and delivered as follows:

Paycom Software, Inc.  
7501 W. Memorial Rd.  
Oklahoma City, OK 73142  
Attn: Chief Financial Officer

Notice to the Participant shall be addressed and delivered as set forth on the signature page.

25. **Section 409A.** The Award is intended to be exempt from or comply with the requirements of Section 409A of the Code and the rules and regulations issued thereunder (“**Section 409A**”) and shall be construed accordingly. Notwithstanding any other provision of this Agreement or the Plan to the contrary, with respect to any payments and benefits to which Section 409A applies, if the Participant is a “specified employee,” within the meaning of Section 409A, then to the extent necessary to avoid subjecting the Participant to the imposition of any additional tax under Section 409A, amounts that would otherwise be payable during the six-month period immediately following the Participant’s “separation from service,” within the meaning of Section 409A(a)(2)(A)(i), shall not be paid to the Participant during such period, but shall instead be accumulated and paid to the Participant (or, in the event of the Participant’s death, the Participant’s estate) in a lump sum on the first business day after the earlier of the date that is six (6) months following the Participant’s separation from service or the Participant’s death. It is intended that each conversion and settlement of shares of Common Stock to be delivered under this Agreement shall be treated as a separate payment for purposes of Section 409A.

26. **Tax Requirements.** The Participant is hereby advised to consult immediately with his or her own tax advisor regarding the tax consequences of this Agreement. The Company or, if applicable, any Subsidiary (for purposes of this **Section 26**, the term “**Company**” shall be deemed to include any applicable Subsidiary), shall have the right to deduct from all amounts paid in cash or other form in connection with the Plan, any federal, state, local, or other taxes required by law to be withheld in connection with this Award. The Company shall, prior to the date of conversion, require the Participant receiving shares of Common Stock upon conversion of Vested Units to pay the Company the amount of any taxes that the Company is required to withhold in connection with the Participant’s income arising with respect to this Award. Such payment must be made prior to the delivery of any shares of Common Stock by the Company’s withholding of a number of shares to be delivered upon the conversion of such Vested Units, which shares so withheld have an aggregate Fair Market Value that equals (but does not exceed) the required tax withholding payment (the “**Net Settlement of Shares**”), *provided* that, the Committee (excluding the Participant if the Participant is a member of the Committee) may, in its sole discretion, instead permit the satisfaction of the tax withholding obligation (A) by the delivery of cash to the Company in an amount that equals the required tax withholding obligations of the Company; (B) if the Company, in its sole discretion, so consents in writing, the actual delivery by the Participant to the Company of shares of Common Stock, which shares so delivered have an aggregate Fair Market Value that equals or exceeds (to avoid the issuance of fractional shares) the required tax withholding payment; or (C) any combination of (A), (B), or the Net Settlement of Shares. The Company may, in its sole discretion, withhold any such taxes from any other cash remuneration otherwise paid by the Company to the Participant; *provided, however*, if the Participant is a “specified employee” as defined in Section 1.409A-1(i) of the final regulations under Section 409A of the Code who is subject to the six (6) months delay provided for in **Section 25** above, the Company shall withhold the number of shares attributable to the employment taxes on the date of the Participant’s Termination of Service and withhold the number of shares attributable to the income taxes on the date

which occurs six (6) months following the date of the Participant's Termination of Service (or, if earlier, the date of death of the Participant).

\* \* \* \* \*

*[Remainder of Page Intentionally Left Blank.  
Signature Page Follows]*

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and the Participant, to evidence his or her consent and approval of all the terms hereof, has duly executed this Agreement, as of the date specified in Section 1 hereof.

**COMPANY:**

**Paycom Software, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PARTICIPANT:**

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

*Signature Page to  
Restricted Stock Unit Award Agreement – Time-Based Vesting (Executive)*

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**RESTRICTED STOCK UNIT AWARD AGREEMENT**  
**PERFORMANCE-BASED VESTING**  
**PAYCOM SOFTWARE, INC.**  
**2023 LONG-TERM INCENTIVE PLAN**

1. **Award of Performance-Based Restricted Stock Units.** Pursuant to the Paycom Software, Inc. 2023 Long-Term Incentive Plan (the “**Plan**”) for Employees, Contractors, and Outside Directors of Paycom Software, Inc., a Delaware corporation (the “**Company**”), the Company grants to

[  
 (the “**Participant**”)]

an Award of performance-based Restricted Stock Units (“**PSUs**”) in accordance with Section 6.6 of the Plan, subject to the terms and conditions of the Plan and this Restricted Stock Unit Award Agreement – Performance-Based Vesting (this “**Agreement**”). The maximum number of PSUs granted under this Agreement is [\_\_\_\_\_ (\_\_\_\_)] units (the “**Awarded Units**”). Each Awarded Unit shall be a notional share of Common Stock, with the value of each Awarded Unit being equal to the Fair Market Value of a share of Common Stock at any time. The “**Date of Grant**” of this Award is [\_\_\_\_\_].

2. **Subject to Plan.** This Agreement is subject to the terms and conditions of the Plan, and the terms of the Plan shall control to the extent not otherwise inconsistent with the provisions of this Agreement. To the extent the terms of the Plan are inconsistent with the provisions of the Agreement, this Agreement shall control. This Agreement is subject to any rules promulgated pursuant to the Plan by the Board or the Committee and communicated to the Participant in writing. Unless otherwise defined herein, the capitalized terms used herein that are defined in the Plan shall have the same meanings assigned to them in the Plan.

3. **Vesting of Awarded Units.** Except as specifically provided in this Agreement and subject to certain restrictions and conditions set forth in the Plan, the Awarded Units shall become vested on the applicable Vesting Date (as defined on Exhibit A, attached hereto), based on the achievement of the performance goals and the terms and conditions set forth in Exhibit A, and rounded up or down to the nearest whole unit (the “**Performance Vesting Conditions**”). Any Awarded Units which have become vested pursuant to the terms of this Agreement are collectively referred to herein as “**Vested PSUs**,” and any Awarded Units that, at the particular time of determination, have not become vested in accordance with this Agreement shall be collectively referred to herein as “**Non-Vested PSUs**.”

4. **Forfeiture of Awarded Units.** Except as otherwise provided in Section 3 and Exhibit A, upon the Participant’s Termination of Service for any reason, the Participant shall be deemed to have forfeited all of the Participant’s Non-Vested PSUs. Upon forfeiture, all of the Participant’s rights with respect to the forfeited Non-Vested PSUs shall cease and terminate, without any further obligations on the part of the Company.

5. **Conversion of Vested PSUs; Payment.** Subject to Section 25 and Section 26 hereof, any Awarded Units that vest in accordance with Section 3 and become Vested PSUs shall be converted into shares of Common Stock and paid to the Participant (or in the event of the Participant’s death, to the Participant’s estate) on, or as soon as reasonably practicable after, the applicable Vesting Date (but in any event, within thirty (30) days of the date on which the Awarded Units vest and become Vested PSUs).

6. **Dividend Equivalents.** If any dividends or other distributions are paid with respect to the shares of Common Stock underlying the Awarded Units while the Awarded Units are outstanding, (i) the dollar amount or Fair Market Value of such dividends or distributions with respect to the number of shares of Common Stock then underlying the Awarded Units shall be credited to a bookkeeping account and held (without interest) by the Company for the account of the Participant until the date the Awarded Units become Vested PSUs and are converted and paid; and (ii) such dividend equivalents withheld pursuant to clause (i) attributable to any Awarded Units shall be distributed to such Participant in cash or, at the sole discretion of the Committee, in shares of Common Stock having a Fair

Market Value equal to the amount of such dividend equivalents, if applicable, upon the date such Awarded Units become Vested PSUs and are converted and paid. Such dividend equivalents shall be subject to the same vesting and forfeiture provisions as the Awarded Units to which they relate. Any accrued amounts with respect to Non-Vested PSUs shall be forfeited upon any forfeiture of the related Non-Vested PSUs.

7. No Fractional Shares. Awarded Units may be converted only with respect to full shares, and no fractional share of Common Stock shall be issued.

8. Nonassignability. This Award and the Awarded Units are not assignable or transferable by the Participant, except by will or by the laws of descent and distribution.

9. Rights of a Stockholder. The Participant will have no rights of a stockholder with respect to any shares of Common Stock covered by this Agreement until the registration of such shares in the Participant's name for the shares of Common Stock issued upon the conversion of Vested PSUs. The Awarded Units shall be subject to the terms and conditions of this Agreement. Except as otherwise provided in Section 6 and Section 10 hereof, no adjustment shall be made for dividends or other rights for which the record date is prior to the issuance of such shares of Common Stock. The Participant, by his or her execution of this Agreement, agrees to execute any documents requested by the Company in connection with the issuance of shares of Common Stock upon the conversion of Vested PSUs.

10. Adjustment to Number of Awarded Units. The number of shares of Common Stock covered by the Awarded Units shall be subject to adjustment in accordance with Articles 11-13 of the Plan.

11. Specific Performance. The parties acknowledge that remedies at law will be inadequate remedies for breach of this Agreement and consequently agree that this Agreement shall be enforceable by specific performance. The remedy of specific performance shall be cumulative of all of the rights and remedies at law or in equity of the parties under this Agreement.

12. Participant's Representations. Notwithstanding any of the provisions hereof, the Participant hereby agrees that the Company will not be obligated to issue any shares of Common Stock to the Participant hereunder, if the issuance of such shares shall constitute a violation by the Participant or the Company of any provision of any law or regulation of any governmental authority. Any such determination by the Company shall be final, binding, and conclusive. The rights and obligations of the Company and the rights and obligations of the Participant are subject to all Applicable Laws.

13. Investment Representation. Unless the shares of Common Stock issued upon the conversion of Vested PSUs are issued to the Participant in a transaction registered under applicable federal and state securities laws, by his or her execution hereof, the Participant represents and warrants to the Company that all Common Stock which may be acquired hereunder will be acquired by the Participant for investment purposes for his or her own account and not with any intent for resale or distribution in violation of federal or state securities laws. Unless the Common Stock issued upon the conversion of Vested PSUs is issued to him or her in a transaction registered under the applicable federal and state securities laws, all certificates issued with respect to the Common Stock shall bear an appropriate restrictive investment legend and shall be held indefinitely, unless they are subsequently registered under the applicable federal and state securities laws or the Participant obtains an opinion of counsel, in form and substance satisfactory to the Company and its counsel, that such registration is not required.

14. Participant's Acknowledgments. The Participant acknowledges that a copy of the Plan has been made available for his or her review by the Company and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Award subject to all the terms and provisions thereof. The Participant hereby agrees to accept as binding, conclusive, and final all decisions or interpretations of the Committee or the Board, as appropriate, upon any questions arising under the Plan or this Agreement.

15. Law Governing. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware (excluding any conflict of laws rule or principle of Delaware law that might refer the governance, construction, or interpretation of this agreement to the laws of another state).

16. No Right to Continue Service or Employment. Nothing herein shall be construed to confer upon the Participant the right to continue in the employ or to provide services to the Company or any Subsidiary, whether as an Employee or as a Contractor or as an Outside Director, or interfere with or restrict in any way the right of the Company or any Subsidiary to discharge the Participant as an Employee, Contractor, or Outside Director at any time.

17. Legal Construction. In the event that any one or more of the terms, provisions, or agreements that are contained in this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect for any reason, the invalid, illegal, or unenforceable term, provision, or agreement shall not affect any other term, provision, or agreement that is contained in this Agreement, and this Agreement shall be construed in all respects as if the invalid, illegal, or unenforceable term, provision, or agreement had never been contained herein.

18. Covenants and Agreements as Independent Agreements. Each of the covenants and agreements that are set forth in this Agreement shall be construed as a covenant and agreement independent of any other provision of this Agreement. The existence of any claim or cause of action of the Participant against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the covenants and agreements that are set forth in this Agreement.

19. Entire Agreement. This Agreement together with the Plan supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and constitute the sole and only agreements between the parties with respect to the said subject matter. All prior negotiations and agreements between the parties with respect to the subject matter hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement or the Plan and that any agreement, statement, or promise that is not contained in this Agreement or the Plan shall not be valid or binding or of any force or effect.

20. Parties Bound. The terms, provisions, and agreements that are contained in this Agreement shall apply to, be binding upon, and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, and permitted successors and assigns, subject to the limitation on assignment expressly set forth herein.

21. Modification. No change or modification of this Agreement shall be valid or binding upon the parties unless the change or modification is in writing and signed by the parties; provided, however, that the Company may change or modify this Agreement without the Participant's consent or signature if the Company determines, in its sole discretion, that such change or modification is necessary for purposes of compliance with or exemption from the requirements of Section 409A (as defined below). Notwithstanding the preceding sentence, the Company may amend the Plan to the extent permitted by the Plan.

22. Headings. The headings that are used in this Agreement are used for reference and convenience purposes only and do not constitute substantive matters to be considered in construing the terms and provisions of this Agreement.

23. Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

24. Notice. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective parties at the following addresses (or at such other addresses as they have theretofore specified by written notice delivered in accordance herewith):

Notice to the Company shall be addressed and delivered as follows:

Paycom Software, Inc.  
7501 W. Memorial Rd.  
Oklahoma City, OK 73142  
Attn: Chief Financial Officer

Notice to the Participant shall be addressed and delivered as set forth on the signature page.

25. **Section 409A**. The Award is intended to be exempt from or comply with the requirements of Section 409A of the Code and the rules and regulations issued thereunder (“**Section 409A**”) and shall be construed accordingly. Notwithstanding any other provision of this Agreement or the Plan to the contrary, with respect to any payments and benefits to which Section 409A applies, if the Participant is a “specified employee,” within the meaning of Section 409A, then to the extent necessary to avoid subjecting the Participant to the imposition of any additional tax under Section 409A, amounts that would otherwise be payable during the six-month period immediately following the Participant’s “separation from service,” within the meaning of Section 409A(a)(2)(A)(i), shall not be paid to the Participant during such period, but shall instead be accumulated and paid to the Participant (or, in the event of the Participant’s death, the Participant’s estate) in a lump sum on the first business day after the earlier of the date that is six (6) months following the Participant’s separation from service or the Participant’s death. It is intended that each conversion and settlement of shares of Common Stock to be delivered under this Agreement shall be treated as a separate payment for purposes of Section 409A.

26. **Tax Requirements**. The Participant is hereby advised to consult immediately with his or her own tax advisor regarding the tax consequences of this Agreement. The Company or, if applicable, any Subsidiary (for purposes of this **Section 26**, the term “**Company**” shall be deemed to include any applicable Subsidiary), shall have the right to deduct from all amounts paid in cash or other form in connection with the Plan, any federal, state, local, or other taxes required by law to be withheld in connection with this Award. The Company shall, prior to the date of conversion, require the Participant receiving shares of Common Stock upon conversion of Vested PSUs to pay the Company the amount of any taxes that the Company is required to withhold in connection with the Participant’s income arising with respect to this Award. Such payment must be made prior to the delivery of any shares of Common Stock by the Company’s withholding of a number of shares to be delivered upon the conversion of such Vested PSUs, which shares so withheld have an aggregate Fair Market Value that equals (but does not exceed) the required tax withholding payment (the “**Net Settlement of Shares**”), *provided* that, the Committee (excluding the Participant if the Participant is a member of the Committee) may, in its sole discretion, instead permit the satisfaction of the tax withholding obligation (A) by the delivery of cash to the Company in an amount that equals the required tax withholding obligations of the Company; (B) if the Company, in its sole discretion, so consents in writing, the actual delivery by the Participant to the Company of shares of Common Stock, which shares so delivered have an aggregate Fair Market Value that equals or exceeds (to avoid the issuance of fractional shares) the required tax withholding payment; or (C) any combination of (A), (B), or the Net Settlement of Shares. The Company may, in its sole discretion, withhold any such taxes from any other cash remuneration otherwise paid by the Company to the Participant; *provided, however*, if the Participant is a “specified employee” as defined in Section 1.409A-1(i) of the final regulations under Section 409A of the Code who is subject to the six (6) months delay provided for in **Section 25** above, the Company shall withhold the number of shares attributable to the employment taxes on the date of the Participant’s Termination of Service and withhold the number of shares attributable to the income taxes on the date which occurs six (6) months following the date of the Participant’s Termination of Service (or, if earlier, the date of death of the Participant).

\* \* \* \* \*

[*Remainder of Page Intentionally Left Blank;*  
*Signature Page Follows.*]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and the Participant, to evidence his or her consent and approval of all the terms hereof, has duly executed this Agreement, as of the date specified in Section 1 hereof.

**COMPANY:**

**Paycom Software, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PARTICIPANT:**

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Address: \_\_\_\_\_

*Signature Page to the  
Restricted Stock Unit Award Agreement – Performance-Based Vesting*

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## Exhibit A

### Performance Vesting Conditions

**Performance Period:**

January 1, [\_\_\_\_\_] – December 31, [\_\_\_\_\_] (the “**Performance Period**”).

**Performance Goal:**

For the Performance Period, the Awarded Units shall vest based on the total revenues of the Company and its Subsidiaries as reported in a publicly disseminated report relating to the Company’s financial results for the Performance Period (the “**Total Revenues**”) (the “**Performance Goal**”).

**Vesting Date:**

The “**Performance Vesting Date**” shall be the date on which the Committee determines for the Performance Period, the actual achievement of the Performance Goal, which shall occur in the calendar year following the end of the Performance Period, but in no event later than sixty (60) days following the end of the Performance Period, *provided that*, except as provided below, the Participant is employed by or providing services to the Company on Performance Vesting Date. For purposes of this Agreement, each and any of the Performance Vesting Date, the Death/Disability Vesting Date (as defined below), and the CIC Termination Vesting Date (as defined below), shall be a “**Vesting Date**”.

**Vesting Schedule:**

The Awarded Units will be eligible to vest based on the Total Revenues, as set forth below. The Committee shall determine the Total Revenues for the Performance Period, and shall determine the payout percentage, if any, of the Awarded Units (the “**Revenue Payout Percentage**”), that will vest and become Vested PSUs, as set forth below:

<b>Performance Level (Total Revenues)</b>	<b>Revenue Payout Percentage / Vested PSUs</b>
Below Threshold: Less than \$[_____]	0% of the Awarded Units
Threshold: Equal to or greater than \$[_____] but less than \$[_____]	[____] % of the Awarded Units
Target: Equal to or greater than \$[_____] but less than \$[_____] billion	[____] % of the Awarded Units
Maximum: Equal to or greater than \$[_____]	[____] % of the Awarded Units

If the threshold performance level (*i.e.*, at least \$[\_\_\_\_\_] in Total Revenues) is not met, then none of the Awarded Units shall vest, and all Awarded Units shall be forfeited. The number of Awarded Units that shall vest and become Vested PSUs shall be based on reaching the relevant performance level above, and there will be no interpolation for achievement between performance levels.

**Death / Total and Permanent Disability:**

Notwithstanding the foregoing, upon the occurrence of a Termination of Service due to the Participant’s death or Total and Permanent Disability prior to the Performance Vesting Date, all unvested Awarded Units shall become fully vested as of the date of such Termination of Service (the “**Death/Disability Vesting Date**”).

**Retirement:**

Notwithstanding the foregoing, in the event of the Participant's Termination of Service due to Retirement prior to the Performance Vesting Date, the Awarded Units shall remain outstanding and eligible for vesting on the Performance Vesting Date based on the actual achievement of each Performance Goal, and pro-rated based on a fraction, determined by the number of completed days of service from the beginning of the Performance Period through the date of Retirement over the total number of days in the Performance Period. Any Awarded Units that do not vest on the Performance Vesting Date shall terminate and be forfeited as of the Performance Vesting Date.

**Termination of Service without Cause or for Good Reason (without a Change in Control):**

Notwithstanding the foregoing, in the event of the Participant's Termination of Service by the Company without Cause (as defined below) or by the Participant for Good Reason (as defined below) prior to the Performance Vesting Date, the Awarded Units shall remain outstanding and eligible for vesting on the Performance Vesting Date based on the actual achievement of the Performance Goal, and pro-rated based on a fraction, determined by the number of completed days of service from the beginning of the Performance Period through the date of the Participant's Termination of Service over the total number of days in the Performance Period. Any Awarded Units that do not vest on the Performance Vesting Date shall terminate and be forfeited as of the Performance Vesting Date.

**Termination of Service without Cause or for Good Reason (in Connection with or after a Change in Control):**

Notwithstanding the foregoing, in the event of the Participant's Termination of Service by the Company without Cause or by the Participant for Good Reason in connection with or during the twelve (12) month period immediately following the consummation of a Change in Control but prior to the Performance Vesting Date, all unvested Awarded Units shall become fully vested as of the date of such Termination of Service (the "**CIC Termination Vesting Date**").

**Definitions:**

For purposes of this Exhibit A, the following capitalized terms used herein shall have the same meanings set forth below:

***Cause*** shall have the meaning set forth in the Employment Agreement; *provided, however*, if the Employment Agreement does not define such term or no employment agreement is in effect, the term "Cause" shall mean: with respect to the Participant, any of the following: (a) the repeated failure of the Participant to perform such duties as are lawfully requested by **[Richison only: the Board of Directors] [i) the Chief Executive Officer or ii) the Board of Directors]**, (b) the failure by the Participant to observe all reasonable, lawful material policies of the Company and its Subsidiaries applicable to the Participant and communicated to the Participant in writing, (c) any action or omission constituting gross negligence or willful misconduct of the Participant in the performance of his or her duties, (d) the material breach by the Participant of any provision of the Participant's employment or the breach by the Participant of any non-competition, non-solicitation or similar restrictive agreement with the Company or any of its Subsidiaries, (e) any act or omission by the Participant constituting fraud, embezzlement, disloyalty or dishonesty with respect to the Company or its Subsidiaries, (f) the use by the Participant of illegal drugs or repetitive abuse of other drugs or repetitive excess consumption of alcohol interfering with the performance of the Participant's duties, or (g) the commission by the Participant of any felony or of a misdemeanor involving dishonesty, disloyalty or moral turpitude.

**[Richison only: “Employment Agreement”** means that certain Second Amended and Restated Executive Employment Agreement by and between the Company and the Participant, dated as of March 9, 2020, as it may be amended from time to time.]

**[York only: “Employment Agreement”** means that certain Amended and Restated Executive Employment Agreement by and between the Company and the Participant, dated as of March 9, 2020, as it may be amended from time to time.]

**“Good Reason”** shall have the meaning set forth in the Employment Agreement; *provided, however*, if the Employment Agreement does not define such term or no employment agreement is in effect, the term “Good Reason” shall mean: a Termination of Service by the Participant due to (a) any material reduction by the Company in the Participant’s base salary without the Participant’s prior consent; or (b) following a Change in Control, any change in the Participant’s status, reporting, duties or position that represents a demotion or diminution from the Participant’s status, reporting, duties or position in effect before such Change in Control. The Participant shall not be deemed to have been terminated for Good Reason unless the Participant delivers to the Company a written notice of termination for Good Reason specifying the alleged Good Reason within thirty (30) days after the Participant first learns of the existence of the circumstances giving rise to Good Reason, within thirty (30) days following delivery of such notice, the Company has failed to cure the circumstances giving rise to Good Reason, and the Participant resigns within fifteen (15) days after the end of the cure period.

**“Retirement”** shall mean the Participant’s Termination of Service solely due to retirement upon or after attainment of age sixty-five (65), or permitted early retirement as determined by the Committee.

## RESTRICTED STOCK AWARD AGREEMENT

## MARKET-BASED VESTING

PAYCOM SOFTWARE, INC.  
2023 LONG-TERM INCENTIVE PLAN

1. **Grant of Award.** Pursuant to the Paycom Software, Inc. 2023 Long-Term Incentive Plan (the “*Plan*”) for Employees, Contractors, and Outside Directors of Paycom Software, Inc., a Delaware corporation (the “*Company*”), the Company grants to

[ ] (the “*Participant*”)

an Award of Restricted Stock in accordance with Section 6.4 of the Plan. The number of shares of Common Stock awarded under this Restricted Stock Award Agreement – Market-Based Vesting (this “*Agreement*”) is [ ] shares (the “*Awarded Shares*”). The “*Date of Grant*” of this Award is [ ].

2. Subject to Plan; Purpose; Definitions.

a. This Agreement is subject to the terms and conditions of the Plan, and the terms of the Plan shall control to the extent not otherwise inconsistent with the provisions of this Agreement. To the extent the terms of the Plan are inconsistent with the provisions of the Agreement, this Agreement shall control. This Agreement is subject to any rules promulgated pursuant to the Plan by the Board or the Committee and communicated to the Participant in writing.

b. The Awarded Shares provided for in this Agreement are intended to: (i) provide the Participant with a long-term stake in the Company; (ii) provide the Participant with an incentive to contribute to the Company’s overall performance; and (iii) develop and maintain stockholders of the Company whose interests are aligned with the Company’s interests. The Participant acknowledges that the Company is distinct from its Subsidiaries and that the Participant’s employer is not the Company, but a Subsidiary of the Company. The Participant further acknowledges and agrees that (x) the Awarded Shares provided for herein are entirely supplemental to, and independent of, any wage or other compensation provided to the Participant by any of the Subsidiaries in consideration of the Participant’s services, and this Award is expressly contingent upon each of the terms, conditions and requirements provided for herein, and (y) the Company would not have granted this Award to the Participant, but for the Participant’s agreement to be bound by the terms, conditions and requirements provided for herein, including, without limitation, the provisions set forth in Section 4 of this Agreement.

c. The capitalized terms used herein that are defined in the Plan shall have the same meanings assigned to them in the Plan; *provided*, that the following terms shall have the meanings set forth below:

i. “**Appraised Value**” means the value ascribed to a share of the subject Equity Securities as set forth in the most recent written appraisal previously issued by an independent Person selected by the audit committee of the Company nationally recognized as having experience in providing investment banking or similar appraisal or valuation services and with expertise generally in the valuation of securities; *provided*, that it being understood that neither the Board nor the audit committee shall have any obligation to obtain any such appraisal more than once per calendar year.

ii. “**Clawback**” shall have the meaning set forth in Section 4(b).

iii. “**Clawback Period**” shall mean the period beginning on the Date of Grant and ending on the sixtieth (60th) day following the three (3) year anniversary of the date of the Participant’s Termination of Service.

iv. “**Confidential Information**” means trade secrets, confidential or proprietary information, and all other information, documents or materials owned, developed or possessed by Paycom that are not generally known to the public or within the industry of Paycom. Confidential Information includes, but is not limited to, Paycom’s customer names and Paycom’s customer contact person names; Paycom’s customers’ nonpublic personal information; Paycom’s pricing information, pricing promotions, and pricing strategies; Paycom’s customer pricing; Paycom’s lead lists; Paycom’s prospective customer information, including prospective customer contact information, prospective customer pricing, prospective customer preferences, prospective customer feedback, and prospective customer timing needs; Paycom’s customers’ employee information, including Paycom’s customers’ employee salary information and Paycom’s customers’ employees’ personally identifiable information; information concerning Paycom’s employee salary information, compensation information, commission policies, bonus policies, benefits policies (but specifically excluding the Participant’s own individual salary, benefits, bonus and compensation information); Paycom employees’ personally identifiable information; Paycom’s employees’ performance information, whether aggregated or individualized; information pertaining to Paycom customer complaints, whether aggregated or individualized; information pertaining to any Paycom customer’s requests for additional functionality, whether aggregated or individualized; information pertaining to any Paycom customer’s use of a specific payroll processing system or provider; Paycom’s marketing promotions and strategies; Paycom’s sales promotions and strategies; Paycom’s reputation management activities and strategies; Paycom’s competitive advantage analyses; Paycom’s competitive disadvantage analyses; Paycom’s product development information, including specifications, design and pricing structure; Paycom’s nonpublic financial information; Paycom’s licensee relationships; Paycom’s proprietary technology and proprietary file formats, including its application program interface (API), database structure, file formats, converter files and information security protocols; Paycom’s referral source relationships, including brokers, accountants and other referral source relationships; Paycom’s business processes; and/or any and all material nonpublic information with respect to any aspect of Paycom’s business. Confidential Information shall not include any information that is or becomes generally publicly available (other than as a result of violation of this Agreement by the Participant).

v. “**Demotion**” means (a) a material decrease in the compensation (exclusive of commissions and bonuses) of the Participant, provided that, a decrease in compensation that is uniformly applied to Employees, Contractors or Outside Directors who are similarly situated to the Participant (as determined by the Company in its sole discretion) shall not constitute a Demotion; (b) a diminution of the Participant’s position to a lower position within Paycom; or (c) a material diminution of the Participant’s authority, duties or responsibilities, with notice to the Participant that, based on the Participant’s performance, the Participant will have materially less authority or be responsible for materially lesser duties or responsibilities, in each case as determined by the Company, in its sole discretion.

vi. “**Equity Securities**” means, as applicable, (a) any capital stock or other share capital, (b) any securities (other than debt securities) directly or indirectly convertible into or exchangeable for any capital stock, membership interests or other share capital or containing any profit participation features, (c) any rights or options directly or indirectly to subscribe for or to purchase any capital stock, other share capital or securities containing any profit participation features or to subscribe for or to purchase any securities (other than debt securities) directly or indirectly convertible into or exchangeable for any capital stock, other share capital or securities (other than debt securities) containing any profit participation features, (d) any share appreciation rights, phantom share rights or other similar rights, or (e) any Equity Securities as defined in clauses (a) through (d) above issued or issuable with respect to the securities referred to in clauses (a) through (d) above in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization.

vii. “**Equity Securities Value Per Share**” means, for any class or series of Equity Securities of the Company, for any date, the price determined by the first of the following clauses that applies: (a) if such Equity Securities are then listed or quoted on a Trading Market, the arithmetic average of the VWAP of a share of such Equity Securities on each of the twenty (20) consecutive Trading Days immediately preceding such date; (b) if the Equity Securities are not then listed or

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quoted for trading on a Trading Market and if prices for such Equity Securities are then reported on the OTC Bulletin Board (or a similar organization or agency succeeding to its functions of reporting prices), the arithmetic average of the closing bid price per share of such Equity Securities so reported on each of the twenty (20) consecutive Trading Days immediately preceding such date; or (c) in all other cases, the Appraised Value of a share of such Equity Securities.

viii. “**First Stock Price Threshold**” means \$[\_\_\_\_\_].

ix. “**Forfeiture Activities**” shall have the meaning set forth in Section 4(e).

x. “**Material Contact**” means, with respect to any Paycom customer or prospective Paycom customer, the Participant, during the term of the Participant’s service with Paycom: (a) directly interacted with such customer or prospective customer; (b) supervised an Employee who interacted with such customer or prospective customer; or (c) obtained or received nonpublic information from Paycom specifically related to such customer or prospective customer, including, without limitation, as a result of the Participant’s attendance at or access to meetings or discussions in which said customer or prospective customer was specifically discussed.

xi. “**Paycom**” means the Company and its Subsidiaries collectively.

xii. “**Relevant Paycom Customer**” means any Paycom customer that maintains an office located within the Territory and with which the Participant had Material Contact.

xiii. “**Relevant Paycom Employee**” means an Employee (a) with whom the Participant directly interacted during the time that the Participant was employed by (or if the Participant is a Contractor or an Outside Director, was providing services to) Paycom; (b) whom the Participant directly supervised or who reported directly to the Participant or the Participant’s direct reports; or (c) about whom the Participant obtained or received nonpublic information from Paycom specifically related to such Employee’s performance or employment.

xiv. “**Relevant Prospective Customer**” means any Paycom prospective customer that maintains an office located within the Territory and with which the Participant had Material Contact.

xv. “**Second Stock Price Threshold**” means \$[\_\_\_\_\_].

xvi. “**Territory**” shall mean a geographic area or areas located within any of the following territorial areas: (i) a one hundred (100) mile radius or radii of any office location(s) in which the Participant worked during the Participant’s tenure with Paycom; and (ii) if applicable, a fifty (50) mile radius or radii of any sales territory(ies) boundary(ies) assigned to the Participant during the Participant’s tenure with Paycom. Notwithstanding the foregoing, Territory shall be limited to only include areas located within the United States of America, Canada, Mexico, the United Kingdom, and the European Union.

xvii. “**Trading Day**” means each Monday, Tuesday, Wednesday, Thursday and Friday, other than any day on which securities are not traded on the applicable Trading Market or in the applicable securities market.

xviii. “**Trading Market**” means the primary securities exchange on which the Common Stock is listed or quoted for trading on the date in question.

xix. “**VWAP**” means the daily volume weighted average price of a share of the Common Stock for such date on the Trading Market on which the Common Stock is then listed or quoted for trading as reported by Bloomberg L.P. (or successor thereto) using its “Volume at Price” function (based on a Trading Day from 9:30 a.m. (New York City time) to 4:00 p.m. (New York City time)).

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xx. “**VWAP Value**” means, as of any date, the arithmetic average of the VWAP on each of the twenty (20) consecutive Trading Days immediately preceding such date.

3. **Vesting.** Except as specifically provided in this Agreement and subject to certain restrictions and conditions set forth in the Plan, the Awarded Shares shall vest as set forth below. Any Awarded Shares that become vested in accordance with this Section 3 shall be referred to as “**Vested Shares**” and any Awarded Shares that, at the particular time of determination, have not become vested in accordance with this Section 3 shall be referred to as “**Non-Vested Shares**.**”** The Awarded Shares shall vest as follows:

a. One-half (1/2) of the Awarded Shares shall vest on the first date, if any, that the VWAP Value equals or exceeds the First Stock Price Threshold, *provided* that (A) the Participant is employed by (or if the Participant is a Contractor or an Outside Director, is providing services to) the Company or a Subsidiary on that date *and* (B) such date occurs on or before the eighth (8<sup>th</sup>) anniversary of the Date of Grant; and

b. One-half (1/2) of the Awarded Shares shall vest on the first date, if any, that the VWAP Value equals or exceeds the Second Stock Price Threshold, *provided* that (A) the Participant is employed by (or if the Participant is a Contractor or an Outside Director, is providing services to) the Company or a Subsidiary on that date *and* (B) such date occurs on or before the eighth (8<sup>th</sup>) anniversary of the Date of Grant;

Notwithstanding the foregoing, all Awarded Shares not previously vested shall immediately become vested in full upon a Termination of Service as a result of the Participant’s death or Total and Permanent Disability.

4. **Forfeiture of Awarded Shares.** Notwithstanding anything herein to the contrary, Awarded Shares shall be forfeited and shall cease to be outstanding as set forth below:

a. Awarded Shares that are not vested in accordance with Section 3 shall be forfeited on the *earlier of* (i) the eighth (8<sup>th</sup>) anniversary of the Date of Grant with respect to all Awarded Shares; (ii) the date of the Participant’s Termination of Service with respect to all Awarded Shares; or (iii) the date of the Participant’s Demotion with respect to all Awarded Shares. Upon forfeiture, all of the Participant’s rights with respect to the forfeited Awarded Shares shall cease and terminate, without any further obligations on the part of the Company.

b. The Participant acknowledges that: (i) Paycom continually develops Confidential Information, and that the Participant has had and will continue to have access to Confidential Information which, if disclosed, would unfairly and inappropriately assist in competition against the Company or any of its Subsidiaries, (ii) the Participant has generated and will continue to generate goodwill for Paycom in the course of the Participant’s service; and (iii) the Company has an interest in maintaining stockholders whose interests are aligned with Paycom’s interests. Accordingly, if at any time during the Clawback Period, the Company determines that the Participant has engaged in Forfeiture Activities, all Awarded Shares (whether or not vested and whether then held by the Participant or any other Person) shall be subject to the following provisions (collectively, the “**Clawback**”):

1. If the Participant has engaged in Forfeiture Activities and has not transferred any of the Awarded Shares, then the Participant shall forfeit all of the Awarded Shares;

2. If the Participant has engaged in Forfeiture Activities and has transferred all of the Awarded Shares, then the Participant shall pay to the Company an amount equal to the gross proceeds received in respect of such transferred Awarded Shares; or

3. If the Participant has engaged in Forfeiture Activities and has transferred some, but not all, of the Vested Shares, then the Participant shall (x) forfeit all of the non-transferred Vested Shares, (y) pay to the Company an amount equal to the gross proceeds received in respect of any transferred Vested Shares, and (z) forfeit all Non-Vested Shares.

The Clawback set forth in this Section 4(b) shall survive the Participant’s Termination of Service and the termination of this Agreement.

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c. In the event the Company is unable to conclusively establish the amount of the gross proceeds received by the Participant in respect of the Participant's transferred Vested Shares, then such amount shall be deemed to be an amount calculated based on the following formula:

$$\frac{P1 + P2 + P3}{Y + 1} \times TS$$

where

P1 = the Equity Securities Value Per Share as of the last Trading Day of the calendar year in which the Date of Grant occurred;

P2 = the sum of the Equity Securities Value Per Share as of the last Trading Day of each calendar year that has elapsed following the year in which the Date of Grant occurred but prior to the date that the Company delivers written notice to the Participant of its intent to enforce the Clawback;

P3 = the Equity Securities Value Per Share as of the Trading Day immediately prior to the date that the Company delivers written notice to the Participant of its intent to enforce the Clawback;

Y = the number of calendar-year-ends that have occurred between the Date of Grant and the date that the Company delivers written notice to the Participant of its intent to enforce the Clawback; and

TS = the number of transferred Vested Shares.

d. The Company shall deliver prompt written notice to the Participant of the Company's intent to enforce the Clawback. Upon forfeiture, all of the Participant's rights with respect to the forfeited Awarded Shares shall cease and terminate, without any further obligations on the part of the Company. The Company shall not initiate enforcement of its right of Clawback beyond the Clawback Period; provided, however, the Company may continue its enforcement of any right of Clawback beyond the Clawback Period.

e. The Participant shall have engaged in "**Forfeiture Activities**" if the Participant, subject to the restrictions of any applicable law (including the right to engage in conduct protected by Section 7 of the National Labor Relations Act): (i) during the term of the Participant's service with Paycom or during the two (2) year period following a Termination of Service (A) directly or indirectly hires or solicits any Relevant Paycom Employee to leave the employ of Paycom; (B) directly or indirectly solicits or encourages any Relevant Paycom Customer to cease doing business with, or materially alter its business relationship with Paycom; (C) directly or indirectly solicits or encourages any Relevant Prospective Customer to cease doing business with, or materially alter its business relationship with Paycom; (D) directly or indirectly solicits or encourages any Relevant Paycom Customer to purchase the same or similar goods or services, or a combination thereof, as those offered by Paycom from an entity or Person other than Paycom; or (E) directly or indirectly solicits or encourages any Relevant Prospective Customer to purchase the same or similar goods or services, or a combination thereof, as those offered by Paycom from an entity or Person other than Paycom (ii) during the term of the Participant's service with Paycom or during the two (2) year period following a Termination of Service, makes or solicits or encourages others to make or solicit directly or indirectly any derogatory, negative, unflattering, critical, insulting, offensive, deprecating, belittling, harmful, undesirable or intentionally misleading statement or communication, including statements or communications made on social media, in a text or similar message, in an e-mail or in any other form whatsoever, about the Company, its Subsidiaries or any of their respective officers, directors, employees, businesses, products, services or activities; or (iii) during the term of the Participant's service with Paycom or during the three (3) year period following a Termination of Service, discloses to any Person or entity or uses, other than as required by applicable law or for the proper performance of the Participant's duties and responsibilities to Paycom, any Confidential Information obtained by or known to the Participant. The determination of whether the Participant has engaged in Forfeiture Activities will be made by Paycom in its sole and absolute discretion. The restrictions set forth in this Section 4(e) shall survive the Participant's Termination of Service and the termination of this Agreement.

f. Notwithstanding Section 4(e), the Participant shall not have engaged in Forfeiture Activities by providing truthful testimony or information compelled by valid legal process, or by reporting possible violations of applicable law or making other disclosures that are protected under the whistleblower provisions of applicable law, to the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Commission or any similar state agency. Further, the Participant shall not have engaged in Forfeiture Activities and will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If the Participant files a lawsuit for retaliation against the Company or any of its Subsidiaries for reporting a suspected violation of law, the Participant shall not have engaged in Forfeiture Activities and may disclose the Company and its Subsidiaries' trade secrets to the Participant's attorney and use the trade secret information in the court proceeding if the Participant: (x) files any document containing the trade secret under seal; and (y) does not disclose the trade secret, except pursuant to court order.

5. Restrictions on Awarded Shares. The Participant shall not be permitted to sell, transfer, offer, pledge, hypothecate, loan, margin, assign, gift or otherwise encumber or dispose of, either voluntarily or involuntarily, or to enter into any contract, option, right, warrant or other arrangement or understanding with respect to the foregoing, any of the Non-Vested Shares until such shares become Vested Shares in accordance with Section 3. The Committee may in its sole discretion, remove any or all of such restrictions (or any other restrictions contained herein) on any Awarded Shares whenever it may determine that, by reason of changes in applicable law or changes in circumstances after the date of this Agreement, such action is appropriate.

6. Legend; Registration of Shares. The Company shall electronically register the Awarded Shares in the name of the Participant, which shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Awarded Shares, as determined in the sole discretion of the Committee. No stock certificate or certificates shall be issued with respect to the Awarded Shares. The Company shall register the Awarded Shares in the Participant's name, free of restriction under this Agreement, promptly after, and only after, such Awarded Shares have become Vested Shares in accordance with Section 3.

7. Rights of a Stockholder. Except as provided in Section 4 and Section 5 above, the Participant shall have, with respect to the Awarded Shares, all of the rights of a stockholder of the Company, including the right to vote the shares, and the right to receive any dividends thereon, subject to the provisions of this Section 7; *provided* that, (A) any cash dividends or stock dividends with respect to the Awarded Shares shall be withheld by the Company for the Participant's account ("**Withheld Dividends**"); and (B) such Withheld Dividends attributable to any particular Awarded Share shall be distributed to the Participant in cash or, at the sole discretion of the Committee, in shares of Common Stock having a Fair Market Value equal to the amount of such Withheld Dividends, if applicable, upon the release of restrictions on such share (*i.e.*, upon vesting) and, if such share is forfeited, the Participant shall forfeit and have no right to such Withheld Dividends.

8. Voting. The Participant, as record holder of the Awarded Shares, has the exclusive right to vote, or consent with respect to, such Awarded Shares until such time as the Awarded Shares are transferred in accordance with this Agreement; *provided* that this Section 8 shall not create any voting right where the holders of such Awarded Shares otherwise have no such right.

9. Adjustment to Number of Awarded Shares. The number of Awarded Shares shall be subject to adjustment in accordance with Articles 11-13 of the Plan.

10. Adjustment to the Stock Price Thresholds. In the event that any dividend or other distribution (whether in the form of cash, shares of Common Stock, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, or exchange of Common Stock or other securities of the Company, or other change in the corporate structure of the Company affecting the Common Stock occurs or similar transaction, the Committee, in order to prevent diminution or enlargement of the benefits or potential benefits intended to be made available under the Agreement (and in manner that will not provide

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the Participant with any greater benefit or potential benefits than intended to be made available under the Agreement), shall appropriately adjust the First Stock Price Threshold and the Second Stock Price Threshold.

11. Specific Performance. The parties acknowledge that remedies at law will be inadequate remedies for breach of this Agreement and consequently agree that this Agreement shall be enforceable by specific performance. The remedy of specific performance shall be cumulative of all of the rights and remedies at law or in equity of the parties under this Agreement.

12. Participant's Representations. Notwithstanding any of the provisions hereof, the Participant hereby agrees that the Participant will not acquire any Awarded Shares, and that the Company will not be obligated to issue any Awarded Shares to the Participant hereunder, if the issuance of such shares shall constitute a violation by the Participant or the Company of any provision of any law or regulation of any governmental authority. Any such determination by the Company shall be final, binding, and conclusive. The rights and obligations of the Company and the rights and obligations of the Participant are subject to all Applicable Laws.

13. Investment Representation. Unless the Awarded Shares are issued to the Participant in a transaction registered under applicable federal and state securities laws, by the Participant's execution hereof, the Participant represents and warrants to the Company that all Common Stock which may be purchased and or received hereunder will be acquired by the Participant for investment purposes for the Participant's own account and not with any intent for resale or distribution in violation of federal or state securities laws. Unless the Common Stock is issued to the Participant in a transaction registered under the applicable federal and state securities laws, all certificates issued with respect to the Common Stock shall bear an appropriate restrictive investment legend and shall be held indefinitely, unless they are subsequently registered under the applicable federal and state securities laws or the Participant obtains an opinion of counsel, in form and substance satisfactory to the Company and its counsel, that such registration is not required.

14. Participant's Acknowledgments. The Participant acknowledges that a copy of the Plan has been made available for the Participant's review by the Company, and represents that the Participant is familiar with the terms and provisions thereof, and hereby accepts this Award subject to all the terms and provisions thereof. The Participant hereby agrees to accept as binding, conclusive, and final all decisions or interpretations of the Committee or the Board, as appropriate, upon any questions arising under the Plan or this Agreement.

15. Law Governing. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware (excluding any conflict of laws rule or principle of Delaware law that might refer the governance, construction, or interpretation of this agreement to the laws of another state).

16. No Right to Continue Service or Employment. Nothing herein shall be construed to confer upon the Participant the right to continue in the employ or to provide services to the Company or any Subsidiary, whether as an Employee or as a Contractor or as an Outside Director, or interfere with or restrict in any way the right of the Company or any Subsidiary to discharge the Participant as an Employee, Contractor, or Outside Director at any time.

17. Legal Construction. In the event that any one or more of the terms, provisions, or agreements that are contained in this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect for any reason, the invalid, illegal, or unenforceable term, provision, or agreement shall not affect any other term, provision, or agreement that is contained in this Agreement and this Agreement shall be construed in all respects as if the invalid, illegal, or unenforceable term, provision, or agreement had never been contained herein.

18. Covenants and Agreements as Independent Agreements. Each of the covenants and agreements that are set forth in this Agreement shall be construed as a covenant and agreement independent of any other provision of this Agreement. The existence of any claim or cause of action of the Participant against Paycom, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the covenants and agreements that are set forth in this Agreement.

19. Entire Agreement. This Agreement together with the Plan supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and constitute the sole and only agreements between the parties with respect to the said subject matter. All prior

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negotiations and agreements between the parties with respect to the subject matter hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement or the Plan and that any agreement, statement or promise that is not contained in this Agreement or the Plan shall not be valid or binding or of any force or effect.

20. Parties Bound. The terms, provisions, and agreements that are contained in this Agreement shall apply to, be binding upon, and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, and permitted successors and assigns, subject to the limitation on assignment expressly set forth herein. No Person shall be permitted to acquire any Awarded Shares without first executing and delivering an agreement in the form satisfactory to the Company making such Person or entity subject to the restrictions on transfer contained herein.

21. Modification. No change or modification of this Agreement shall be valid or binding upon the parties unless the change or modification is in writing and signed by the parties. Notwithstanding the preceding sentence, the Company may amend the Plan to the extent permitted by the Plan.

22. Headings. The headings that are used in this Agreement are used for reference and convenience purposes only and do not constitute substantive matters to be considered in construing the terms and provisions of this Agreement.

23. Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

24. Notice. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective parties at the following addresses (or at such other addresses as they have theretofore specified by written notice delivered in accordance herewith):

Notice to the Company shall be addressed and delivered as follows:

Paycom Software, Inc.  
7501 W. Memorial Rd.  
Oklahoma City, OK 73142  
Attn: Chief Financial Officer

Notice to the Participant shall be addressed and delivered as set forth on the signature page.

25. Tax Requirements. **The Participant is hereby advised to consult immediately with the Participant's own tax advisor regarding the tax consequences of this Agreement, the method and timing for filing an election to include this Agreement in income under Section 83(b) of the Code, and the tax consequences of such election. By execution of this Agreement, the Participant agrees that if the Participant makes such an election, the Participant shall provide the Company with written notice of such election in accordance with the regulations promulgated under Section 83(b) of the Code.** The Company or, if applicable, any Subsidiary (for purposes of this Section 25, the term "**Company**" shall be deemed to include any applicable Subsidiary), shall have the right to deduct from all amounts paid in cash or other form in connection with the Plan, any federal, state, local, or other taxes required by law to be withheld in connection with this Award. The Participant receiving shares of Common Stock issued under the Plan shall pay to the Company, in accordance with the provisions of this Section 25, the amount of any taxes that the Company is required to withhold in connection with the Participant's income arising with respect to this Award. Such payment must be made prior to the delivery of any shares of Common Stock by the Company's withholding of a number of shares to be delivered upon the vesting of such Awarded Shares, which shares so withheld have an aggregate Fair Market Value that equals (but does not exceed) the required tax withholding payment (the "**Net Settlement of Shares**"), provided that, the Committee (excluding the Participant if the Participant

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is a member of the Committee) may, in its sole discretion, instead permit the satisfaction of the tax withholding obligation (A) by the delivery of cash to the Company in an amount that equals the required tax withholding obligations of the Company; (B) if the Company, in its sole discretion, so consents in writing, the actual delivery by the Participant to the Company of shares of Common Stock, which shares so delivered have an aggregate Fair Market Value that equals or exceeds (to avoid the issuance of fractional shares) the required tax withholding payment; or (C) any combination of (A), (B), or the Net Settlement of Shares. The Company may, in its sole discretion, withhold any such taxes from any other cash remuneration otherwise paid by the Company to the Participant.

\* \* \* \* \*

*[Remainder of Page Intentionally Left Blank.  
Signature Page Follows]*

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Each party to this Agreement consents to the use of electronic signatures in the execution of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. A PDF, scanned item, or other reproduction of this Agreement and/or its signature page may be executed by one or more of the parties, and an executed copy of such signature page of this Agreement may be delivered by one or more of the parties by email or similar instantaneous electronic transmission pursuant to which the signature of, or on behalf of, the party is set forth electronically on the signature page, and such execution and delivery shall be considered valid, legally binding and effective for all purposes.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and the Participant, to evidence the Participant's consent and approval of all the terms hereof, has duly executed this Agreement, as of the date specified in Section 1 hereof.

COMPANY:	PARTICIPANT:
Paycom Software, Inc.	
Signature	Signature
Name:	Date:
Title:	Address:

*Signature Page to  
Restricted Stock Award Agreement – Market-Based Vesting*

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## RESTRICTED STOCK AWARD AGREEMENT

TIME-BASED VESTING  
(NON-EXECUTIVE)PAYCOM SOFTWARE, INC.  
2023 LONG-TERM INCENTIVE PLAN

1. Grant of Award. Pursuant to the Paycom Software, Inc. 2023 Long-Term Incentive Plan (the “**Plan**”) for Employees, Contractors, and Outside Directors of Paycom Software, Inc., a Delaware corporation (the “**Company**”), the Company grants to

[ ] (the “**Participant**”)

an Award of Restricted Stock in accordance with Section 6.4 of the Plan. The number of shares of Common Stock awarded under this Restricted Stock Award Agreement – Time-Based Vesting (this “**Agreement**”) is [ ] shares (the “**Awarded Shares**”). The “**Date of Grant**” of this Award is [ ].

2. Subject to Plan; Purpose; Definitions.

a. This Agreement is subject to the terms and conditions of the Plan, and the terms of the Plan shall control to the extent not otherwise inconsistent with the provisions of this Agreement. To the extent the terms of the Plan are inconsistent with the provisions of the Agreement, this Agreement shall control. This Agreement is subject to any rules promulgated pursuant to the Plan by the Board or the Committee and communicated to the Participant in writing.

b. The Awarded Shares provided for in this Agreement are intended to: (i) provide the Participant with a long-term stake in the Company; (ii) provide the Participant with an incentive to contribute to the Company’s overall performance; and (iii) develop and maintain stockholders of the Company whose interests are aligned with the Company’s interests. The Participant acknowledges that the Company is distinct from its Subsidiaries and that the Participant’s employer is not the Company, but a Subsidiary of the Company. The Participant further acknowledges and agrees that (x) the Awarded Shares provided for herein are entirely supplemental to, and independent of, any wage or other compensation provided to the Participant by any of the Subsidiaries in consideration of the Participant’s services, and this Award is expressly contingent upon each of the terms, conditions and requirements provided for herein, and (y) the Company would not have granted this Award to the Participant, but for the Participant’s agreement to be bound by the terms, conditions and requirements provided for herein, including, without limitation, the provisions set forth in Section 4 of this Agreement.

c. The capitalized terms used herein that are defined in the Plan shall have the same meanings assigned to them in the Plan; *provided*, that the following terms shall have the meanings set forth below:

i. “**Appraised Value**” means the value ascribed to a share of the subject Equity Securities as set forth in the most recent written appraisal previously issued by an independent Person selected by the audit committee of the Company nationally recognized as having experience in providing investment banking or similar appraisal or valuation services and with expertise generally in the valuation of securities; *provided*, that it being understood that neither the Board nor the audit committee shall have any obligation to obtain any such appraisal more than once per calendar year.

ii. “**Clawback**” shall have the meaning set forth in Section 4(b).

iii. “**Clawback Period**” shall mean the period beginning on the Date of Grant and ending on the sixtieth (60th) day following the three (3) year anniversary of the date of the Participant’s Termination of Service.

iv. “**Confidential Information**” means trade secrets, confidential or proprietary information, and all other information, documents or materials owned, developed or possessed by Paycom that are not generally known to the public or within the industry of Paycom. Confidential Information includes, but is not limited to, Paycom’s customer names and Paycom’s customer contact person names; Paycom’s customers’ nonpublic personal information; Paycom’s pricing information, pricing promotions, and pricing strategies; Paycom’s customer pricing; Paycom’s lead lists; Paycom’s prospective customer information, including prospective customer contact information, prospective customer pricing, prospective customer preferences, prospective customer feedback, and prospective customer timing needs; Paycom’s customers’ employee information, including Paycom’s customers’ employee salary information and Paycom’s customers’ employees’ personally identifiable information; information concerning Paycom’s employee salary information, compensation information, commission policies, bonus policies, benefits policies (but specifically excluding the Participant’s own individual salary, benefits, bonus and compensation information); Paycom employees’ personally identifiable information; Paycom’s employees’ performance information, whether aggregated or individualized; information pertaining to Paycom customer complaints, whether aggregated or individualized; information pertaining to any Paycom customer’s requests for additional functionality, whether aggregated or individualized; information pertaining to any Paycom customer’s use of a specific payroll processing system or provider; Paycom’s marketing promotions and strategies; Paycom’s sales promotions and strategies; Paycom’s reputation management activities and strategies; Paycom’s competitive advantage analyses; Paycom’s competitive disadvantage analyses; Paycom’s product development information, including specifications, design and pricing structure; Paycom’s nonpublic financial information; Paycom’s licensee relationships; Paycom’s proprietary technology and proprietary file formats, including its application program interface (API), database structure, file formats, converter files and information security protocols; Paycom’s referral source relationships, including brokers, accountants and other referral source relationships; Paycom’s business processes; and/or any and all material nonpublic information with respect to any aspect of Paycom’s business. Confidential Information shall not include any information that is or becomes generally publicly available (other than as a result of violation of this Agreement by the Participant).

v. “**Demotion**” means (a) a material decrease in the compensation (exclusive of commissions and bonuses) of the Participant, provided that, a decrease in compensation that is uniformly applied to Employees, Contractors or Outside Directors who are similarly situated to the Participant (as determined by the Company in its sole discretion) shall not constitute a Demotion; (b) a diminution of the Participant’s position to a lower position within Paycom; or (c) a material diminution of the Participant’s authority, duties or responsibilities, with notice to the Participant that, based on the Participant’s performance, the Participant will have materially less authority or be responsible for materially lesser duties or responsibilities, in each case as determined by the Company, in its sole discretion.

vi. “**Equity Securities**” means, as applicable, (a) any capital stock or other share capital, (b) any securities (other than debt securities) directly or indirectly convertible into or exchangeable for any capital stock, membership interests or other share capital or containing any profit participation features, (c) any rights or options directly or indirectly to subscribe for or to purchase any capital stock, other share capital or securities containing any profit participation features or to subscribe for or to purchase any securities (other than debt securities) directly or indirectly convertible into or exchangeable for any capital stock, other share capital or securities (other than debt securities) containing any profit participation features, (d) any share appreciation rights, phantom share rights or other similar rights, or (e) any Equity Securities as defined in clauses (a) through (d) above issued or issuable with respect to the securities referred to in clauses (a) through (d) above in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization.

vii. “**Equity Securities Value Per Share**” means, for any class or series of Equity Securities of the Company, for any date, the price determined by the first of the following clauses that applies: (a) if such Equity Securities are then listed or quoted on a Trading Market, the arithmetic average of the VWAP of a share of such Equity Securities on each of the twenty (20) consecutive

Trading Days immediately preceding such date; (b) if the Equity Securities are not then listed or quoted for trading on a Trading Market and if prices for such Equity Securities are then reported on the OTC Bulletin Board (or a similar organization or agency succeeding to its functions of reporting prices), the arithmetic average of the closing bid price per share of such Equity Securities so reported on each of the twenty (20) consecutive Trading Days immediately preceding such date; or (c) in all other cases, the Appraised Value of a share of such Equity Securities.

viii. ***Forfeiture Activities*** shall have the meaning set forth in Section 4(e).

ix. ***Initial Vesting Date*** means [\_\_\_\_\_].

x. ***Material Contact*** means, with respect to any Paycom customer or prospective Paycom customer, the Participant, during the term of the Participant's service with Paycom: (a) directly interacted with such customer or prospective customer; (b) supervised an Employee who interacted with such customer or prospective customer; or (c) obtained or received nonpublic information from Paycom specifically related to such customer or prospective customer, including, without limitation, as a result of the Participant's attendance at or access to meetings or discussions in which said customer or prospective customer was specifically discussed.

xi. ***Paycom*** means the Company and its Subsidiaries collectively.

xii. ***Relevant Paycom Customer*** means any Paycom customer that maintains an office located within the Territory and with which the Participant had Material Contact.

xiii. ***Relevant Paycom Employee*** means an Employee (a) with whom the Participant directly interacted during the time that the Participant was employed by (or if the Participant is a Contractor or an Outside Director, was providing services to) Paycom; (b) whom the Participant directly supervised or who reported directly to the Participant or the Participant's direct reports; or (c) about whom the Participant obtained or received nonpublic information from Paycom specifically related to such Employee's performance or employment.

xiv. ***Relevant Prospective Customer*** means any Paycom prospective customer that maintains an office located within the Territory and with which the Participant had Material Contact.

xv. ***Territory*** shall mean a geographic area or areas located within any of the following territorial areas: (i) a one hundred (100) mile radius or radii of any office location(s) in which the Participant worked during the Participant's tenure with Paycom; and (ii) if applicable, a fifty (50) mile radius or radii of any sales territory(ies) boundary(ies) assigned to the Participant during the Participant's tenure with Paycom. Notwithstanding the foregoing, Territory shall be limited to only include areas located within the United States of America, Canada, Mexico, the United Kingdom, and the European Union.

xvi. ***Trading Day*** means each Monday, Tuesday, Wednesday, Thursday and Friday, other than any day on which securities are not traded on the applicable Trading Market or in the applicable securities market.

xvii. ***Trading Market*** means the primary securities exchange on which the Common Stock is listed or quoted for trading on the date in question.

xviii. ***VWAP*** means the daily volume weighted average price of a share of the Common Stock for such date on the Trading Market on which the Common Stock is then listed or quoted for trading as reported by Bloomberg L.P. (or successor thereto) using its "Volume at Price" function (based on a Trading Day from 9:30 a.m. (New York City time) to 4:00 p.m. (New York City time)).

3. **Vesting.** Except as specifically provided in this Agreement and subject to certain restrictions and conditions set forth in the Plan, the Awarded Shares shall vest as set forth below. Any Awarded Shares that become vested in accordance with this Section 3 shall be referred to as "**Vested Shares**" and any Awarded Shares that, at the particular time of determination, have not become vested in accordance with this Section 3 shall be referred to as "**Non-Vested Shares**." The Awarded Shares shall vest as follows:

- a. [ ] of the Awarded Shares shall vest on the Initial Vesting Date, *provided* the Participant is employed by (or if the Participant is a Contractor or an Outside Director, is providing services to) the Company or a Subsidiary on that date; and
- b. [ ] of the Awarded Shares shall vest on the first (1<sup>st</sup>) anniversary of the Initial Vesting Date, *provided* the Participant is employed by (or if the Participant is a Contractor or an Outside Director, is providing services to) the Company or a Subsidiary on that date; [and]
- c. [ ] of the Awarded Shares shall vest on the second (2<sup>nd</sup>) anniversary of the Initial Vesting Date, *provided* the Participant is employed by (or if the Participant is a Contractor or an Outside Director, is providing services to) the Company or a Subsidiary on that date[; and]
- d. [ ] of the Awarded Shares shall vest on the third (3<sup>rd</sup>) anniversary of the Initial Vesting Date, *provided* the Participant is employed by (or if the Participant is a Contractor or an Outside Director, is providing services to) the Company or a Subsidiary on that date].

Notwithstanding the foregoing, all Awarded Shares not previously vested shall immediately become vested in full upon a Termination of Service as a result of the Participant's death or Total and Permanent Disability.

4. **Forfeiture of Awarded Shares.** Notwithstanding anything herein to the contrary, Awarded Shares shall be forfeited and shall cease to be outstanding as set forth below:

a. Awarded Shares that are not vested in accordance with Section 3 shall be forfeited on the *earlier of* (i) the [second (2<sup>nd</sup>)/third (3<sup>rd</sup>)] anniversary of the Initial Vesting Date with respect to all Awarded Shares; (ii) the date of the Participant's Termination of Service with respect to all Awarded Shares; or (iii) the date of the Participant's Demotion with respect to all Awarded Shares. Upon forfeiture, all of the Participant's rights with respect to the forfeited Awarded Shares shall cease and terminate, without any further obligations on the part of the Company.

b. The Participant acknowledges that: (i) Paycom continually develops Confidential Information, and that the Participant has had and will continue to have access to Confidential Information which, if disclosed, would unfairly and inappropriately assist in competition against the Company or any of its Subsidiaries, (ii) the Participant has generated and will continue to generate goodwill for Paycom in the course of the Participant's service; and (iii) the Company has an interest in maintaining stockholders whose interests are aligned with Paycom's interests. Accordingly, if at any time during the Clawback Period, the Company determines that the Participant has engaged in Forfeiture Activities, all Awarded Shares (whether or not vested and whether then held by the Participant or any other Person) shall be subject to the following provisions (collectively, the "**Clawback**"):

1. If the Participant has engaged in Forfeiture Activities and has not transferred any of the Awarded Shares, then the Participant shall forfeit all of the Awarded Shares;
2. If the Participant has engaged in Forfeiture Activities and has transferred all of the Awarded Shares, then the Participant shall pay to the Company an amount equal to the gross proceeds received in respect of such transferred Awarded Shares; or
3. If the Participant has engaged in Forfeiture Activities and has transferred some, but not all, of the Vested Shares, then the Participant shall (x) forfeit all of the non-transferred Vested

Shares, (y) pay to the Company an amount equal to the gross proceeds received in respect of any transferred Vested Shares, and (z) forfeit all Non-Vested Shares.

The Clawback set forth in this Section 4(b) shall survive the Participant's Termination of Service and the termination of this Agreement.

c. In the event the Company is unable to conclusively establish the amount of the gross proceeds received by the Participant in respect of the Participant's transferred Vested Shares, then such amount shall be deemed to be an amount calculated based on the following formula:

$$\frac{P1 + P2 + P3}{Y + 1} \times TS$$

where

P1 = the Equity Securities Value Per Share as of the last Trading Day of the calendar year in which the Date of Grant occurred;

P2 = the sum of the Equity Securities Value Per Share as of the last Trading Day of each calendar year that has elapsed following the year in which the Date of Grant occurred but prior to the date that the Company delivers written notice to the Participant of its intent to enforce the Clawback;

P3 = the Equity Securities Value Per Share as of the Trading Day immediately prior to the date that the Company delivers written notice to the Participant of its intent to enforce the Clawback;

Y = the number of calendar-year-ends that have occurred between the Date of Grant and the date that the Company delivers written notice to the Participant of its intent to enforce the Clawback; and

TS = the number of transferred Vested Shares.

d. The Company shall deliver prompt written notice to the Participant of the Company's intent to enforce the Clawback. Upon forfeiture, all of the Participant's rights with respect to the forfeited Awarded Shares shall cease and terminate, without any further obligations on the part of the Company. The Company shall not initiate enforcement of its right of Clawback beyond the Clawback Period; provided, however, the Company may continue its enforcement of any right of Clawback beyond the Clawback Period.

e. The Participant shall have engaged in "**Forfeiture Activities**" if the Participant, subject to the restrictions of any applicable law (including the right to engage in conduct protected by Section 7 of the National Labor Relations Act): (i) during the term of the Participant's service with Paycom or during the two (2) year period following a Termination of Service (A) directly or indirectly hires or solicits any Relevant Paycom Employee to leave the employ of Paycom; (B) directly or indirectly solicits or encourages any Relevant Paycom Customer to cease doing business with, or materially alter its business relationship with Paycom; (C) directly or indirectly solicits or encourages any Relevant Prospective Customer to cease doing business with, or materially alter its business relationship with Paycom; (D) directly or indirectly solicits or encourages any Relevant Paycom Customer to purchase the same or similar goods or services, or a combination thereof, as those offered by Paycom from an entity or Person other than Paycom; or (E) directly or indirectly solicits or encourages any Relevant Prospective Customer to purchase the same or similar goods or services, or a combination thereof, as those offered by Paycom from an entity or Person other than Paycom (ii) during the term of the Participant's service with Paycom or during the two (2) year period following a Termination of Service, makes or solicits or encourages others to make or solicit directly or indirectly any derogatory, negative, unflattering, critical, insulting, offensive, deprecating, belittling, harmful, undesirable or intentionally misleading statement or communication, including statements or communications made on social media, in a text or similar message, in an e-mail or in any other form whatsoever, about the Company, its Subsidiaries or any of their respective officers, directors, employees, businesses, products, services or activities; or (iii) during the term of the Participant's service with Paycom or during the three (3) year period following a Termination of Service, discloses to any Person or entity or uses, other than as required by

applicable law or for the proper performance of the Participant's duties and responsibilities to Paycom, any Confidential Information obtained by or known to the Participant. The determination of whether the Participant has engaged in Forfeiture Activities will be made by Paycom in its sole and absolute discretion. The restrictions set forth in this Section 4(e) shall survive the Participant's Termination of Service and the termination of this Agreement.

f. Notwithstanding Section 4(e), the Participant shall not have engaged in Forfeiture Activities by providing truthful testimony or information compelled by valid legal process, or by reporting possible violations of applicable law or making other disclosures that are protected under the whistleblower provisions of applicable law, to the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Commission or any similar state agency. Further, the Participant shall not have engaged in Forfeiture Activities and will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If the Participant files a lawsuit for retaliation against the Company or any of its Subsidiaries for reporting a suspected violation of law, the Participant shall not have engaged in Forfeiture Activities and may disclose the Company and its Subsidiaries' trade secrets to the Participant's attorney and use the trade secret information in the court proceeding if the Participant: (x) files any document containing the trade secret under seal; and (y) does not disclose the trade secret, except pursuant to court order.

5. Restrictions on Awarded Shares. The Participant shall not be permitted to sell, transfer, offer, pledge, hypothecate, loan, margin, assign, gift or otherwise encumber or dispose of, either voluntarily or involuntarily, or to enter into any contract, option, right, warrant or other arrangement or understanding with respect to the foregoing, any of the Non-Vested Shares until such shares become Vested Shares in accordance with Section 3. The Committee may in its sole discretion, remove any or all of such restrictions (or any other restrictions contained herein) on any Awarded Shares whenever it may determine that, by reason of changes in applicable law or changes in circumstances after the date of this Agreement, such action is appropriate.

6. Legend; Registration of Shares. The Company shall electronically register the Awarded Shares in the name of the Participant, which shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Awarded Shares, as determined in the sole discretion of the Committee. No stock certificate or certificates shall be issued with respect to the Awarded Shares. The Company shall register the Awarded Shares in the Participant's name, free of restriction under this Agreement, promptly after, and only after, such Awarded Shares have become Vested Shares in accordance with Section 3.

7. Rights of a Stockholder. Except as provided in Section 4 and Section 5 above, the Participant shall have, with respect to the Awarded Shares, all of the rights of a stockholder of the Company, including the right to vote the shares, and the right to receive any dividends thereon, subject to the provisions of this Section 7; *provided* that, (A) any cash dividends or stock dividends with respect to the Awarded Shares shall be withheld by the Company for the Participant's account ("**Withheld Dividends**"); and (B) such Withheld Dividends attributable to any particular Awarded Share shall be distributed to the Participant in cash or, at the sole discretion of the Committee, in shares of Common Stock having a Fair Market Value equal to the amount of such Withheld Dividends, if applicable, upon the release of restrictions on such share (*i.e.*, upon vesting) and, if such share is forfeited, the Participant shall forfeit and have no right to such Withheld Dividends.

8. Voting. The Participant, as record holder of the Awarded Shares, has the exclusive right to vote, or consent with respect to, such Awarded Shares until such time as the Awarded Shares are transferred in accordance with this Agreement; *provided* that this Section 8 shall not create any voting right where the holders of such Awarded Shares otherwise have no such right.

9. Adjustment to Number of Awarded Shares. The number of Awarded Shares shall be subject to adjustment in accordance with Articles 11-13 of the Plan.

10. Specific Performance. The parties acknowledge that remedies at law will be inadequate remedies for breach of this Agreement and consequently agree that this Agreement shall be enforceable by specific performance. The remedy of specific performance shall be cumulative of all of the rights and remedies at law or in equity of the parties under this Agreement.

11. Participant's Representations. Notwithstanding any of the provisions hereof, the Participant hereby agrees that the Participant will not acquire any Awarded Shares, and that the Company will not be obligated to issue any Awarded Shares to the Participant hereunder, if the issuance of such shares shall constitute a violation by the Participant or the Company of any provision of any law or regulation of any governmental authority. Any such determination by the Company shall be final, binding, and conclusive. The rights and obligations of the Company and the rights and obligations of the Participant are subject to all Applicable Laws.

12. Investment Representation. Unless the Awarded Shares are issued to the Participant in a transaction registered under applicable federal and state securities laws, by the Participant's execution hereof, the Participant represents and warrants to the Company that all Common Stock which may be purchased and or received hereunder will be acquired by the Participant for investment purposes for the Participant's own account and not with any intent for resale or distribution in violation of federal or state securities laws. Unless the Common Stock is issued to the Participant in a transaction registered under the applicable federal and state securities laws, all certificates issued with respect to the Common Stock shall bear an appropriate restrictive investment legend and shall be held indefinitely, unless they are subsequently registered under the applicable federal and state securities laws or the Participant obtains an opinion of counsel, in form and substance satisfactory to the Company and its counsel, that such registration is not required.

13. Participant's Acknowledgments. The Participant acknowledges that a copy of the Plan has been made available for the Participant's review by the Company, and represents that the Participant is familiar with the terms and provisions thereof, and hereby accepts this Award subject to all the terms and provisions thereof. The Participant hereby agrees to accept as binding, conclusive, and final all decisions or interpretations of the Committee or the Board, as appropriate, upon any questions arising under the Plan or this Agreement.

14. Law Governing. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware (excluding any conflict of laws rule or principle of Delaware law that might refer the governance, construction, or interpretation of this agreement to the laws of another state).

15. No Right to Continue Service or Employment. Nothing herein shall be construed to confer upon the Participant the right to continue in the employ or to provide services to the Company or any Subsidiary, whether as an Employee or as a Contractor or as an Outside Director, or interfere with or restrict in any way the right of the Company or any Subsidiary to discharge the Participant as an Employee, Contractor, or Outside Director at any time.

16. Legal Construction. In the event that any one or more of the terms, provisions, or agreements that are contained in this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect for any reason, the invalid, illegal, or unenforceable term, provision, or agreement shall not affect any other term, provision, or agreement that is contained in this Agreement and this Agreement shall be construed in all respects as if the invalid, illegal, or unenforceable term, provision, or agreement had never been contained herein.

17. Covenants and Agreements as Independent Agreements. Each of the covenants and agreements that are set forth in this Agreement shall be construed as a covenant and agreement independent of any other provision of this Agreement. The existence of any claim or cause of action of the Participant against Paycom, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the covenants and agreements that are set forth in this Agreement.

18. Entire Agreement. This Agreement together with the Plan supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and constitute the sole and only agreements between the parties with respect to the said subject matter. All prior negotiations and agreements between the parties with respect to the subject matter hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or

agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement or the Plan and that any agreement, statement or promise that is not contained in this Agreement or the Plan shall not be valid or binding or of any force or effect.

19. **Parties Bound.** The terms, provisions, and agreements that are contained in this Agreement shall apply to, be binding upon, and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, and permitted successors and assigns, subject to the limitation on assignment expressly set forth herein. No Person shall be permitted to acquire any Awarded Shares without first executing and delivering an agreement in the form satisfactory to the Company making such Person or entity subject to the restrictions on transfer contained herein.

20. **Modification.** No change or modification of this Agreement shall be valid or binding upon the parties unless the change or modification is in writing and signed by the parties. Notwithstanding the preceding sentence, the Company may amend the Plan to the extent permitted by the Plan.

21. **Headings.** The headings that are used in this Agreement are used for reference and convenience purposes only and do not constitute substantive matters to be considered in construing the terms and provisions of this Agreement.

22. **Gender and Number.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

23. **Notice.** Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective parties at the following addresses (or at such other addresses as they have theretofore specified by written notice delivered in accordance herewith):

Notice to the Company shall be addressed and delivered as follows:

Paycom Software, Inc.  
7501 W. Memorial Rd.  
Oklahoma City, OK 73142  
Attn: Chief Financial Officer

Notice to the Participant shall be addressed and delivered as set forth on the signature page.

24. **Tax Requirements.** **The Participant is hereby advised to consult immediately with the Participant's own tax advisor regarding the tax consequences of this Agreement, the method and timing for filing an election to include this Agreement in income under Section 83(b) of the Code, and the tax consequences of such election. By execution of this Agreement, the Participant agrees that if the Participant makes such an election, the Participant shall provide the Company with written notice of such election in accordance with the regulations promulgated under Section 83(b) of the Code.** The Company or, if applicable, any Subsidiary (for purposes of this Section 24, the term "**Company**" shall be deemed to include any applicable Subsidiary), shall have the right to deduct from all amounts paid in cash or other form in connection with the Plan, any federal, state, local, or other taxes required by law to be withheld in connection with this Award. The Participant receiving shares of Common Stock issued under the Plan shall pay to the Company, in accordance with the provisions of this Section 24, the amount of any taxes that the Company is required to withhold in connection with the Participant's income arising with respect to this Award. Such payment must be made prior to the delivery of any shares of Common Stock by the Company's withholding of a number of shares to be delivered upon the vesting of such Awarded Shares, which shares so withheld have an aggregate Fair Market Value that equals (but does not exceed) the required tax withholding payment (the "**Net Settlement of Shares**"), provided that, the Committee (excluding the Participant if the Participant is a member of the Committee) may, in its sole discretion, instead permit the satisfaction of the tax withholding

obligation (A) by the delivery of cash to the Company in an amount that equals the required tax withholding obligations of the Company; (B) if the Company, in its sole discretion, so consents in writing, the actual delivery by the Participant to the Company of shares of Common Stock, which shares so delivered have an aggregate Fair Market Value that equals or exceeds (to avoid the issuance of fractional shares) the required tax withholding payment; or (C) any combination of (A), (B), or the Net Settlement of Shares. The Company may, in its sole discretion, withhold any such taxes from any other cash remuneration otherwise paid by the Company to the Participant.

\* \* \* \* \*

*[Remainder of Page Intentionally Left Blank.  
Signature Page Follows]*

Each party to this Agreement consents to the use of electronic signatures in the execution of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. A PDF, scanned item, or other reproduction of this Agreement and/or its signature page may be executed by one or more of the parties, and an executed copy of such signature page of this Agreement may be delivered by one or more of the parties by email or similar instantaneous electronic transmission pursuant to which the signature of, or on behalf of, the party is set forth electronically on the signature page, and such execution and delivery shall be considered valid, legally binding and effective for all purposes.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and the Participant, to evidence the Participant's consent and approval of all the terms hereof, has duly executed this Agreement, as of the date specified in Section 1 hereof.

COMPANY:		PARTICIPANT:
Paycom Software, Inc.		
Signature		Signature
Name:		Date:
Title:		Address:

*Signature Page to  
Restricted Stock Award Agreement – Time-Based Vesting*

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Chad Richison  
XXXX  
XXXX

February 18, 2026

*Re: Amendment of Executive Employment Agreement*

Dear Chad:

This letter (this “**Agreement**”) sets out the terms of your continuing relationship with Paycom Software, Inc. (the “**Company**”) and amends that certain Second Amended and Restated Executive Employment Agreement entered into on March 9, 2020, and effective January 1, 2014, as further amended by the letter agreement dated February 7, 2024 (the “**Existing Agreement**”).

You hereby acknowledge and agree that, effective February 18, 2026 (the “**Transition Date**”), your position as “Chief Executive Officer and President” is changed to “Chief Executive Officer.” You further acknowledge and agree that you consent to this change and that this change does not constitute “Good Reason” under Section 5.5 of the Existing Agreement, or under the Paycom Software, Inc. 2023 Long-Term Incentive Plan (the “**LTIP**”) or any award agreement issued pursuant to the LTIP.

This Agreement amends the Existing Agreement as follows, effective as of the Transition Date:

1. The Fourth Recital is amended and restated in its entirety as follows:

“WHEREAS, the Executive has disclosed to the Company that, while continuing to perform his duties Chief Executive Officer of the Company, Executive may also seek to engage in other certain outside business activities unrelated to and not competitive with the Company’s business activities;”

2. The Sixth Recital is amended and restated in its entirety as follows:

“WHEREAS, subject to the terms and conditions hereinafter set forth, the Company therefore wishes to employ Executive as an officer of the Company in the role as its Chief Executive Officer, and Executive wishes to accept such employment;”

3. Section 3.1 is amended to replace all references therein to “Chief Executive Officer and President” with “Chief Executive Officer.”
4. Section 5.5(b) is amended and restated in its entirety as follows:

“(b) any change, made by the Company and without Executive’s written consent in his individual capacity, in Executive’s status, reporting, duties or position that represents a demotion or diminution from Executive’s status, reporting, duties or position as Chief Executive Officer and Chairman of the Board, as such positions were in effect as of February 18, 2026; and/or”

You agree that, other than as set forth herein, the Existing Agreement remains in full force and effect.

By signing below, you agree that you are knowingly and voluntarily signing this Agreement.

*[Remainder of Page Intentionally Left Blank  
Signature Page Follows]*

Kind Regards,

**PAYCOM SOFTWARE, INC.**

/s/ Frederick C. Peters II

By: Frederick C. Peters II

Title: Lead Director of the Board of Directors, on behalf of the  
Board of Directors

**ACCEPTED AND AGREED:**

/s/ Chad Richison

Chad Richison

February 18, 2026

Date

*Signature Page to Letter Agreement*

## **INDEPENDENT CONSULTANT AND SERVICES AGREEMENT**

This Independent Consultant and Services Agreement (this "Agreement") is made and entered into this 23rd day of January, 2026 (the "Effective Date") and is by and between Amy (Vickroy) Walker ("Consultant"), XXXXXX and Paycom Payroll, LLC, a Delaware limited liability company ("Paycom") located at 7501 W. Memorial Road, Oklahoma City, Oklahoma 73142. Consultant and Paycom are referred to herein collectively as the "Parties" and each individually as a "Party."

### **1. SERVICES.**

1.1. Paycom hereby engages Consultant, and Consultant hereby accepts such engagement, as an independent contractor to provide certain services to Paycom on the terms and conditions set forth in this Agreement, and as further described in the attached Statement of Work ("SOW"). The SOW shall be incorporated herein by reference.

1.2. Consultant shall provide to Paycom business and technology consulting services, including the services provided in the SOW (the "Services").

2. **TERM.** Unless otherwise terminated sooner, the term of this Agreement shall commence as of the Effective Date and shall continue for a period of twelve (12) consecutive months thereafter (the "Term"). Certain terms of this Agreement shall remain in full force and effect after expiration of the Term, with respect to (a) any Creative Works in accordance with Section 5, (b) nondisclosure of Confidential Information received or retained by the Consultant in accordance with Section 6, and (c) Section 12, Non-Competition. Additionally, various other provisions of this Agreement may survive the expiration or termination of this Agreement, as provided for in Section 10 hereof.

### **3. FEES AND EXPENSES.**

3.1. The total fees for the Services provided by Consultant are set forth in the SOW ("Fees"). The Fees are exclusive of any federal, state, or local sales or use taxes, or any other taxes or fees assessed on, or in connection with, any of the Services rendered herein. Consultant shall be solely responsible for all federal, state, and local taxes, as set out in Section 4.2.

3.2. Unless otherwise specified in the SOW, Consultant is solely responsible for any travel or other costs or expenses incurred by Consultant in connection with the performance of the Services, and in no event shall Paycom reimburse Consultant for any such costs or expenses.

### **4. RELATIONSHIP OF THE PARTIES.**

4.1. Consultant is an independent contractor of Paycom, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between Consultant and Paycom for any purpose. Consultant has no authority (and shall not hold itself out as having authority) to bind Paycom, and Consultant shall not make any agreements or representations on Paycom's behalf without Paycom's prior written consent.

4.2. Without limiting Section 4.1, Consultant will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Paycom to its employees (except in the capacity of a dependent of another Paycom employee, if applicable), and Paycom will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on Consultant's behalf. Consultant shall be responsible for, and shall indemnify Paycom against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by Consultant in connection with the performance of the Services shall be Consultant's employees or contractors, and Consultant shall be fully responsible for them. In addition, Consultant shall defend, indemnify, and hold harmless Paycom against any claims made by or on behalf of any such employee or contractor.

5. **WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, drawings, illustrations, characters, text, layout, designs, ideas, digital files, or any other works or other information (collectively, the “Creative Works”) Consultant develops in whole or in part in connection with this Agreement shall be the exclusive property of Paycom. To the extent any Creative Works qualify as a work made for hire, authorship vests in Paycom. If the work does not qualify as a work made for hire, then Consultant hereby assigns all right, title, and interest to Paycom of any such Creative Works authored by Consultant, in whole or in part, in connection with this Agreement during the Term. Consultant agrees that Consultant has no ownership, rights, title, or interest in the Creative Works, nor will Consultant challenge Paycom’s ownership, rights, title, or interest in the Creative Works and its right to register intellectual property rights, and use or license the Creative Works at its sole discretion. Consultant agrees to execute any documents attesting to this that may be necessary for registering copyright or trademark rights with the U.S. or other governments. Consultant agrees that Consultant does not hold any copyright, trademark or other intellectual property interest in the Creative Works, including any changes, derivations, or substantially similar artwork, designs, or writings related to the Creative Works.

6. **CONFIDENTIALITY.** For purposes of this Section 6, any reference to Paycom in its capacity as a Party shall include Paycom’s affiliated entities. Paycom agrees to provide Consultant with its Confidential Information for the performance of the Services provided hereunder.

6.1. **DEFINITION.** “Confidential Information” means any or all information, whether of a business, financial, technical, engineering, economic, or other nature, and regardless of the form in which it is communicated or maintained, relating to a Party (or in regard to Paycom, Paycom’s affiliated entities or Paycom’s clients), including (i) product or service information, including product development, fees, costs, and pricing structures, product specifications, quality control tests and procedures, and analytical techniques; (ii) financial and business information, such as costs, fees, sales, and profits figures, analyses, forecasts, diagrams, reports, flow charts, manuals and documentation, strategies and plans for future business, new business, potential acquisitions, or divestitures, accounting and business methods, and databases; (iii) marketing information, including marketing strategies, advertising and pricing strategies, and information regarding the markets or sources with which sales are placed, and leads and referrals to prospective clients; (iv) research and development, including trade secrets, innovations, designs, ideas, inventions, and new developments and methods, whether patentable or unpatentable and whether or not reduced to practice; (v) computer software, including operating systems, applications, and program listings; (vi) confidential personnel information maintained in personnel files or known through direct supervision of employees, including compensation and benefits, skills, qualifications, and abilities; (vii) client and vendor information, including client and prospective client lists, vendor lists, information regarding clients and prospective clients such as the identity of clients, the names of the representatives of clients responsible for entering into contracts with either Party, the amounts paid by such clients to either Party, client contracts and contract terms, historical transaction data, proposals and related responses and analyses, specific client needs and requirements, specific client risk characteristics, and other information related thereto; (viii) third-party confidential information that is entrusted to either Party in confidence by third parties with whom that Party does business or is negotiating to do business; and (ix) information marked as “Confidential,” “Proprietary,” or similar legend by the disclosing Party when given to the receiving Party and/or information and data provided by the disclosing Party, which under the circumstances surrounding the disclosure should be reasonably deemed confidential or proprietary. Each Party will restrict the use of all Confidential Information to those purposes necessary for the performance under this Agreement.

6.2. **NONDISCLOSURE.** During the term of this Agreement and thereafter, each Party will safeguard against disclosure of Confidential Information to third parties, using the same degree of care to prevent disclosure as it uses to protect its own information of like importance, but at least reasonable care. Each Party may make only the minimum number of copies of any Confidential Information required to carry out the purpose of this Agreement.

6.3. **EXCLUSIONS.** The aforementioned obligations set forth in this Section 6.1 and 6.2 above shall not apply with respect to any information that (a) was in Consultant's possession or was known by her prior to its receipt from the disclosing Party or prior to joining Paycom or is not specific to Paycom, (b) was independently developed by Consultant without access to or the utilization of Confidential Information of the disclosing Party, (c) is or becomes public known or available lawfully, without fault of Consultant; or (d) is or becomes available on an unrestricted basis to Consultant from a source other than Paycom or source who was not under any obligation to keep such information confidential.

6.4. **DEFEND TRADE SECRETS ACT.** Consultant understands that, pursuant to the Defend Trade Secrets Act, Consultant may not be held criminally or civilly liable under any Federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In the event that Consultant files a lawsuit for retaliation by Paycom for reporting a suspected violation of law, Consultant may disclose the trade secret to her attorney and use the trade secret information in the court proceeding, if Consultant files any document containing the trade secret under seal and do not disclose the trade secret, except pursuant to court order.

6.5. **RETURN OF CONFIDENTIAL INFORMATION.** Except as otherwise expressly provided herein, upon termination or expiration of this Agreement, each Party will return to the other Party or, to the extent technically feasible, destroy all Confidential Information provided pursuant to this Agreement and all copies, notes, diagrams, and all other material containing any portion of such Confidential Information, unless such Confidential Information is otherwise licensed to such Party by separate written agreement. Upon a Party's written request, a responsible officer of the other Party will certify in writing that requirements herein have been complied with by such other Party. The Parties' obligations with respect to Confidential Information will continue during and for so long as the receiving Party retains such Confidential Information. Consultant understands and agrees that this Section is a material provision of this Agreement and that any breach of this Section shall be a material breach of this Agreement.

## 7. **REPRESENTATIONS AND WARRANTIES.**

7.1. Consultant represents and warrants to Paycom that:

- (a) Consultant has the right to enter into this Agreement, to grant the rights granted herein, and to perform fully all of Consultant's obligations in this Agreement and any related SOW;
- (b) Consultant's entering into this Agreement with Paycom and Consultant's performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which Consultant is subject;
- (c) Consultant has the required skill, experience, and qualifications to perform the Services, Consultant shall perform the Services in a professional and workmanlike manner in accordance with the best standards for similar services, and Consultant shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;
- (d) Consultant shall perform the Services in compliance with all applicable federal, state, and local laws and regulations;
- (e) Paycom will receive good and valid title to any Creative Works or deliverables, free and clear of all encumbrances and liens of any kind;
- (f) unless prior notice is provided to Paycom and unless prior written consent is obtained from Paycom, Consultant shall not use any other person, organization or entity to assist Consultant with Consultant's provision of the Services, including with the Consultant's

contributions to any Creative Works or deliverables; and all such Creative Works contributed to by Consultant shall be the exclusive creation of Consultant, unless advance written consent is obtained from Paycom; and

(g) all Creative Works or deliverables are and shall be Consultant's original work (except for material in the public domain or provided by Paycom) and do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity.

7.2. Paycom hereby represents and warrants to Consultant that:

(a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and

(b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.

8. INDEMNIFICATION. Consultant shall defend, indemnify, and hold harmless Paycom and its affiliates and their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, if any, (including reasonable attorneys' fees) arising out of or resulting from:

(a) Consultant's gross negligence, or willful misconduct which causes Paycom damages;

(b) bodily injury, illness, or death of Consultant, or its employees or contractors; and

(c) Consultant's breach of any representation, warranty, or obligation under this Agreement.

9. TERMINATION.

9.1. Paycom may terminate this Agreement, effective immediately upon written notice to Consultant, if Consultant materially breaches this Agreement; provided, Paycom provides written notice to Consultant stating the specific acts or omissions which constitute such material breach and, if such material breach is capable of cure or correction, providing Consultant thirty (30) days to cure or otherwise correct such material breach. In the event of termination pursuant to this clause, Paycom shall be entitled to reimbursement of the Fees paid to Consultant.

9.2. Paycom may terminate this Agreement, effective immediately upon written notice to Consultant, if Consultant engages in any of the activities described in Sections 6 or 12 hereof or if Consultant otherwise violates any of the terms in this Agreement; provided, Paycom provides written notice to Consultant stating the specific acts or omissions which constitute such violation and, if such violation is capable of cure or correction, providing Consultant thirty (30) days to cure or otherwise correct such violation. In the event of termination pursuant to this clause, Paycom shall be entitled to reimbursement of the Fees paid to Consultant.

9.3. Upon expiration or termination of this Agreement for any reason, or at any other time upon Paycom's written request, Consultant shall within seven (7) days after such expiration, termination or written request:

(a) deliver to Paycom all deliverables (whether complete or incomplete) and all hardware, software, tools, equipment, or other materials provided for Consultant's use by Paycom;

(b) deliver to Paycom all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the Confidential Information;

(c) permanently erase all of the Confidential Information from Consultant's computer systems; and

(d) certify in writing to Paycom that Consultant has complied with the requirements of this clause.

10. **SURVIVAL**. The terms and conditions of this Section 10 and Section 4, Section 5, Section 5, Section 7, Section 8, Section 9, Section 11, Section 12, and Section 13 shall survive the expiration or termination of this Agreement in accordance with their terms.

11. **ASSIGNMENT**. Consultant shall not assign any rights, or delegate or subcontract any obligations, or delegate any performance, under this Agreement without Paycom's prior written consent. Any assignment or delegation in violation of the foregoing shall be deemed null and void. Paycom may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties hereto and their respective successors and assigns.

**12. NONCOMPETITION.**

12.1. During the Term and for an additional period of 12 months following termination for any reason ("Restricted Period"), in exchange for Paycom providing Confidential Information as well as Consultant's equity interests, including the Accelerated Shares and Accelerated Units referenced in the *Release and Award Cancellation and Acceleration Agreement* entered into between Consultant and Paycom on or about the Effective Date, which the Parties agree is ancillary to this Agreement, Consultant agrees that she shall not provide services anywhere in United States ("Territory"), whether as an employee, contractor, partner, director, officer, investor, or in any other manner or capacity whatsoever, to any company, entity or person that offers services that directly compete with Paycom's online payroll and human resources software services and human resources and payroll data management. Consultant agrees that Paycom's business is conducted nationwide (and internationally) and that the Services will be rendered on a nationwide basis and, therefore, acknowledges that the listed geographic scope is reasonable because Consultant is presumed to have participated in Paycom's business and/or had Confidential Information about Paycom throughout the United States. Consultant understands and agrees that this Section is a material provision of this Agreement and that any breach of this Section shall be a material breach of this Agreement.

12.2. Consultant expressly acknowledge and agrees that any breach or threatened breach of any of the terms and/or conditions set forth in this Agreement may result in substantial, continuing, and irreparable injury to Paycom for which monetary damages would not be an adequate remedy. Therefore, Consultant agrees that, in addition to any other right or remedy that may be available to Paycom in law or in equity, Paycom shall be entitled to seek injunctive relief, specific performance, or other equitable relief by a court of appropriate jurisdiction in the event of any breach or threatened breach of the terms of this Agreement. Notwithstanding any other provision to the contrary, Consultant acknowledges and agrees that the Restricted Period shall be tolled during any period a court of competent jurisdiction finds Consultant to be in violation of any of the covenants in Section 12 hereof.

**13. MISCELLANEOUS.**

13.1. Consultant shall not export, directly or indirectly, any technical data acquired from Paycom, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.

13.2. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the relevant Party at the address set forth on the first page of this Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), or email (with confirmation of receipt by the receiving Party), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice; and (b) the Party giving the Notice has complied with the requirements of this Section.

13.3. This Agreement, collectively with (a) any other documents incorporated herein by reference, including any SOW, and (b) Release and Award Cancellation and Acceleration Agreement between Paycom Software, Inc. and Consultant, dated on or about the Effective Date constitute the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter; *provided that the Employee Intellectual Property Assignment, Confidentiality, and Class Action Waiver Agreement* signed by Consultant on February 5, 2025, and the *Employee Non-Solicitation Agreement*, signed by Consultant on February 5, 2025 shall survive and continue in full force and effect in accordance with their respective terms.

13.4. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by authorized representatives of each Party hereto, and any of the terms thereof may be waived, only by a written document signed by authorized representatives of each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance.

13.5. This Agreement shall be governed by the laws of the State of Texas. With respect to any claim arising out of this Agreement, each Party irrevocably submits to the exclusive jurisdiction and exclusive venue of the states or federal courts of the State of Texas. *To the maximum extent permitted by law, each party hereby waives a trial by jury of any dispute between them.*

13.6. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any term or provision of this Agreement is held to be prohibited, invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. If a Court or arbitrator determines that at the time this Agreement is presented for enforcement any provisions are overly broad or unenforceable (such as to time, geography, subject, or scope of restricted activity), the parties agree that the Court or arbitrator shall reform the Agreement to make it enforceable, if allowed by applicable law, to the maximum extent possible, and shall enforce the other terms as written.

13.7. Consultant acknowledges and agrees that Paycom's trademarks, tradenames, service marks, logos, other names and marks, and related product and service names, design marks, and slogans are the sole and exclusive property of Paycom. Consultant is not authorized to and shall not use, nor shall Consultant in any manner cause others to use, any of Paycom's trademarks, tradenames, service marks, logos, other names and/or marks, and/or related product and service names, design marks, and/or slogans in any advertising, any publicity, any forum, any social media, or in any other manner, without the prior written consent of Paycom. Unless otherwise required by law or regulation, Consultant agrees that neither Consultant nor its then-current representatives (including its then-current members, managers, officers, and/or personnel) shall make any public statements or cause or encourage others to make, or allow to remain available for viewing, any public statement regarding Paycom, its business practices, its officers, its directors, its products, its services, and/or its employees. Consultant acknowledges and agrees that this prohibition extends to statements made to the public generally and/or any grouping of individuals, including but not limited to, the news media, the internet, social media platforms, investors, potential investors, industry associations, industry conferences, industry publications, and/or seminars. Consultant understands and agrees that this Section is a material provision of this Agreement and that any breach of this Section shall be a material breach of this Agreement, and that Paycom would be irreparably harmed by violation of this Section. The prohibition on non-private statements contained herein does not apply to internal communications entirely among Consultant's own personnel relating to Paycom, Paycom's products, Paycom's services or Consultant's experiences with Paycom's personnel, products or services.

13.8. This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**Paycom Payroll, LLC**

By: /s/ Robert D. Foster  
Name: Robert D. Foster  
Chief Financial Officer

**Consultant**

By: /s/ Amy Walker  
Name: Amy Walker, individually

### **Statement of Work No. 1**

1. Consultant shall be available to Paycom on an “as needed” basis to provide remote services to Paycom regarding Consultant’s client success expertise and knowledge, and general business consulting. These services shall include gathering and analyzing data, providing support and training, conducting primary and secondary research on markets, industries, competitors, and customers, and monitoring market trends and emerging technology.
2. For the Services provided for in this Statement of Work No. 1, during the Term of this Agreement, Consultant shall receive compensation of \$46,920.86 per month, payable on or before the 10<sup>th</sup> day of each month (the “Fee”), in arrears each month.
3. Consultant shall not be required to maintain any standard or set office hours, be physically present in Paycom’s office, and shall be permitted to seek and obtain employment with third parties during the Term of this Agreement.
4. Paycom shall provide Consultant with a reasonable estimate of the time and resources required to complete a project assigned under this Agreement. In the event Paycom assigns a project that exceeds Consultant’s available capacity, Consultant shall notify Paycom in writing within 5 business days of receiving the project assignment. Paycom and Consultant shall then work together to adjust the project scope, timeline, or resource allocation to ensure the project can be completed in a timely manner.

## RELEASE AND AWARD CANCELLATION AND ACCELERATION AGREEMENT

This **RELEASE AND AWARD CANCELLATION AND ACCELERATION AGREEMENT** (this “*Agreement*”) is entered into by and between Paycom Software, Inc., a Delaware corporation (the “*Company*”), and Amy (Walker) Vickroy (the “*Participant*”), effective as of January 23, 2026 (the “*Cancellation Date*”).

**WHEREAS**, the Company previously sponsored and maintained the Paycom Software, Inc. 2014 Long-Term Incentive Plan (the “**2014 LTIP**”), and currently sponsors and maintains the Paycom Software, Inc. 2023 Long-Term Incentive Plan (the “**2023 LTIP**”);

**WHEREAS**, (i) pursuant to the 2014 LTIP and (A) that certain Restricted Stock Award Agreement – Market-Based Vesting, dated February 5, 2021 (the “**2021 Market RS Award Agreement**”), the Company previously granted Participant an award of six hundred thirty (630) market-based shares of restricted stock (the “**2021 Market RS Award**”), under which three hundred fifteen (315) shares presently remain unvested and outstanding; (B) that certain Restricted Stock Award Agreement – Time-Based Vesting, dated February 2, 2022 (the “**2022 Time RS Award Agreement**”), the Company previously granted to Participant an award of one thousand five hundred seventy-nine (1,579) time-based shares of restricted stock (the “**2022 Time RS Award**”), under which five hundred eight (508) shares presently remain unvested and outstanding; (C) that certain Restricted Stock Award Agreement – Market-Based Vesting, dated February 2, 2022 (the “**2022 Market RS Award Agreement**”), the Company previously granted to Participant an award of six hundred seventy-seven (677) market-based shares of restricted stock (the “**2022 Market RS Award**”), under which all six hundred seventy-seven (677) shares presently remain unvested and outstanding, and (D) that certain Restricted Stock Award Agreement – Time-Based Vesting, dated April 30, 2023 (the “**April 2023 Time RS Award Agreement**”), the Company previously granted to Participant an award of eight hundred fifty-one (851) time-based shares of restricted stock (the “**April 2023 Time RS Award**”), under which two hundred eighty-four (284) shares presently remain unvested and outstanding; and (ii) pursuant to the 2023 LTIP and (A) that certain Restricted Stock Award Agreement – Time-Based Vesting, dated December 20, 2023 (the “**December 2023 Time RS Award Agreement**”), the Company previously granted to Participant an award of five thousand (5,000) time-based shares of restricted stock (the “**December 2023 Time RS Award**”), under which three thousand three hundred thirty-four (3,334) shares presently remain unvested and outstanding; (B) that certain Restricted Stock Award Agreement – Time-Based Vesting, dated May 6, 2024 (the “**2024 Time RS Award Agreement**”), the Company previously granted to Participant an award of one thousand four hundred eighty-two (1,482) time-based shares of restricted stock (the “**2024 Time RS Award**”), under which nine hundred eighty-eight (988) shares presently remain unvested and outstanding; (C) that certain Restricted Stock Unit Award Agreement – Time-Based Vesting, dated February 21, 2025 (the “**2025 RSU Award Agreement**”), the Company previously granted to Participant an award of eight thousand three hundred ninety (8,390) time-based restricted stock units (the “**2025 RSU Award**”), under which all eight thousand three hundred ninety (8,390) units presently remain unvested and outstanding; and (D) that certain Restricted Stock Unit Award Agreement – Performance-Based Vesting, dated February 21, 2025 (the “**2025 PSU Award Agreement**”), the Company previously granted to Participant an award of eight thousand three hundred ninety (8,390) performance-based restricted stock units (the “**2025 PSU Award**”), under which all eight thousand three hundred ninety (8,390) units presently remain unvested and outstanding (the agreements identified in clauses (i) and (ii), collectively, the “**Walker Award Agreements**”);

**WHEREAS**, the Participant’s employment with the Company and its subsidiaries will terminate effective on the Cancellation Date, but the Participant will continue to provide consulting services after the Cancellation Date pursuant to an Independent Consultant and Services Agreement (“*Consulting Agreement*”) between the Participant and Paycom Payroll, LLC, dated on or about the Cancellation Date;

**WHEREAS**, as described above immediately prior to the Cancellation Date 5,114 total shares of *time-based* restricted stock previously granted to Participant under the Walker Award Agreements remain unvested and outstanding (the “**Unvested Time Shares**”);

**WHEREAS**, as of immediately prior to the Cancellation Date, 992 total shares of *market-based* restricted stock previously granted to Participant under the Walker Award Agreements remain unvested and outstanding (the “**Unvested Market Shares**,” together with the Unvested Time Shares, the “**Unvested Shares**”);

**WHEREAS**, as of immediately prior to the Cancellation Date, 8,390 total *time-based* restricted stock units previously granted to Participant under the Walker Award Agreements remain unvested and outstanding (the “**Unvested RSUs**”);

**WHEREAS**, as of immediately prior to the Cancellation Date, 8,390 total *performance-based* restricted stock units previously granted to Participant under the Walker Award Agreements remain unvested and outstanding (the “**Unvested PSUs**” and, collectively with the Unvested Shares and the Unvested RSUs, the “**Unvested Incentives**”); and

**WHEREAS**, in exchange for the consideration described below, the Company and the Participant desire to cancel certain Unvested Incentives (which shall not include the Accelerated Shares (as defined below), the Accelerated Units (as defined below), and the Unvested PSUs (as defined above)), as of the Cancellation Date, so that on and after the Cancellation Date, those certain Unvested Incentives (excluding the Accelerated Shares, the Accelerated Units, and the Unvested PSUs) shall be cancelled, terminated and of no further force or effect.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. **Consideration; Accelerated Incentives**. In consideration of (a) the Participant’s execution of this Agreement and promises herein, including, without limitation, the release of claims against the Company set forth in Section 3, and (b) the Participant’s agreement to cancel certain Unvested Incentives (as set forth in Section 2 below) and any other rights, obligations and liabilities of the Company granting the Participant the right to acquire shares of Company common stock or other ownership interests of the Company in connection with such cancelled Unvested Incentives, the Company agrees to immediately take action to accelerate the vesting of (i) 2,952 Unvested Time Shares that would have vested in 2026 if the Participant remained employed, consisting of (A) 508 Unvested Time Shares under the 2022 Time RS Award, (B) 284 Unvested Time Shares under the April 2023 Time RS Award, (C) 1,666 Unvested Time Shares under the December 2023 Time RS Award, and (D) 494 Unvested Time Shares under the 2024 Time RS Award (the “**Accelerated Shares**”), and (ii) 2,796 Unvested RSUs that would have vested in 2026 if the Participant remained employed (the “**Accelerated Units**”) (for a total accelerated vesting of 5,748 Unvested Incentives), effective as of the Cancellation Date.

2. **Cancellation of Unvested Incentives**. In exchange for the consideration described in Section 1 above, the Participant hereby agrees that each of the following shall be cancelled, terminated, and of no further force or effect, effective on the Cancellation Date: (a) all 315 Unvested Shares under the 2021 Market RS Award; (b) all 677 Unvested Shares under the 2022 Market RS Award; (c) 1,668 Unvested Shares under the December 2023 Time RS Award; (d) 494 Unvested Shares under the 2024 Time RS Award; (e) 5,594 Unvested Units under the 2025 Time RSU Award (clauses (a)-(e), collectively, the “**Cancelled Incentives**”). Neither the Company nor the Participant shall have any further rights or obligations with respect to the Cancelled Incentives or under the Walker Award Agreements as they relate to the Cancelled Incentives, or with respect to any shares of common stock of the Company that could have been acquired under the Walker Award Agreements with respect to the Cancelled Incentives.

3. **Release**. Effective as of the Cancellation Date, and in exchange for the consideration provided to the Participant in this Agreement, the Participant (for herself and her heirs, successors and assigns) unconditionally and irrevocably releases and discharges the Company and its successors, assigns, parents, divisions, subsidiaries, and affiliates, and its present and former officers, directors, employees, agents, fiduciaries, and employee benefit plans (collectively, the “**Released Parties**”) from any and all claims, counterclaims, set-offs, debts, demands, choses in action, obligations, remedies, suits, damages, and liabilities in connection with or arising from (i) the reduction of her rights to acquire shares of Company common stock pursuant to the Walker Award Agreements; (ii) the forfeiture of any rights to acquire securities of the Company pursuant to the Cancelled Incentives and the shares of Company common stock issuable thereunder; (iii) Participant’s hiring or employment with the Company; (iv) the discontinuation of the Participant’s employment with the Company; or (v) this Agreement (collectively, the “**Released Claims**”), whether now known or unknown, arising from common law, statute or in equity, which the Participant or the Participant’s successors, heirs, or assigns ever had, have, or in the future may claim to have against the Released Parties and which may have arisen at any time on or prior to the date of this Agreement. Such Released Claims include,

without limitation, claims for wrongful discharge, libel, slander, breach of express or implied contract or implied covenant of good faith and fair dealing, fraud, concealment, negligence, negligent misrepresentation, promissory estoppel, quantum meruit, intentional or negligent infliction of emotional distress, violation of public policy, discrimination, retaliation, harassment and claims arising under any laws that prohibit sex, sexual orientation, race, national origin, color, disability, religion, veteran, workers' compensation or any other form of discrimination, harassment, or retaliation, including, without limitation, claims under the Americans with Disabilities Act of 1990, as amended, the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §1981, the Civil Rights Act of 1991, the Civil Rights Act of 1866 and/or 1871, the Equal Pay Act of 1963, the Lilly Ledbetter Fair Pay Act of 2009, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, as amended, the Family and Medical Leave Act of 1993, the Occupational Safety and Health Act, the Employee Polygraph Protection Act, the Uniformed Services Employment and Reemployment Rights Act, the Worker Adjustment and Retraining Notification Act, the Genetic Information Nondiscrimination Act, the National Labor Relations Act, the Labor Management Relations Act, the Immigration Reform and Control Act, the Texas Labor Code, including but not limited to Chapter 21 (the Texas Commission on Human Rights Act) and Chapter 451 (workers' compensation retaliation), any statute or laws of the State of Oklahoma, any other similar or equivalent federal, state or local laws, any other federal, state, local, municipal or common law whistleblower, discrimination or anti-retaliation statute, law or ordinance, and any other claims arising under state or federal law, as well as any expenses, costs or attorneys' fees. Except as required by law, the Participant agrees never to commence or aid any action or proceeding against the Released Parties based on any of the Released Claims. Notwithstanding the foregoing, this release shall not apply to (i) any of the Company's obligations under this Agreement, (ii) any rights or claims related to the Accelerated Shares or Accelerated Units, (iii) any rights or claims related to vested 401k retirement benefits, (iv) any rights or claims related to COBRA continuation health coverage after the Cancellation Date, (v) any rights or claims arising after the Cancellation Date, and (vi) any rights or claims arising out of the Consulting Agreement.

4. Continued PSU and 2025 Bonus Eligibility. Notwithstanding anything herein to the contrary, (a) the Unvested PSUs under the 2025 PSU Award shall not be forfeited and shall remain eligible to vest and be paid to Participant after the Cancellation Date in accordance with the terms and conditions of the 2025 PSU Award Agreement; and (b) the Participant shall remain eligible to receive and be paid her annual bonus for 2025 pursuant to the terms of the Paycom Software, Inc. Annual Incentive Plan, as amended, and in a manner consistent with other similarly situated executives of the Company.

5. No Interference. Nothing in this Agreement is intended to interfere with the Participant's right to report possible violations of federal, state or local law or regulation to any governmental or law enforcement agency or entity, or to make other disclosures that are protected under the whistleblower provisions of federal or state law or regulation. The Participant further acknowledges that nothing in this Agreement is intended to interfere with the Participant's right to file a claim or charge with, or testify, assist, or participate in an investigation, hearing, or proceeding conducted by, the Equal Employment Opportunity Commission ("EEOC"), any state human rights commission, or any other government agency or entity. However, by executing this Agreement, the Participant hereby waives the right to recover any damages or benefits in any proceeding the Participant may bring before the EEOC, any state human rights commission, or any other government agency or entity or in any proceeding brought by the EEOC, any state human rights commission, or any other government agency or entity on the Participant's behalf with respect to any of the Released Claims; *except that* the Participant does not waive any right to, and shall not be precluded from seeking, any government issued award including any whistleblower award pursuant to Section 21F of the Securities Exchange Act of 1934 or similar provision.

6. No Admission of Liability. This Agreement shall not in any way be construed as an admission by the Company or the Participant of any acts of wrongdoing or violation of any statute, law, or legal right. Rather, the parties to this Agreement specifically deny and disclaim that either has any liability to the other.

7. Further Assurances. Each party to this Agreement agrees that it will perform all such further acts and execute and deliver all such further documents as may be reasonably required in connection with the consummation of the transactions contemplated hereby in accordance with the terms of this Agreement.

8. Representations and Warranties. The Participant hereby represents and warrants to the Company that: (a) there are no restrictions on the cancellation of the Cancelled Incentives, (b) the Participant has full power and

authority to enter into and perform this Agreement and to carry out the transactions contemplated hereby, and (c) this Agreement constitutes the legal, valid, and binding obligation of the Participant, enforceable against the Participant in accordance with its terms. The Participant has read and understood this Agreement and is entering into this Agreement voluntarily. The Participant agrees that this Agreement provides good and valuable consideration for the Participant's agreements contained herein.

9. Miscellaneous.

a. Headings. The headings that are used in this Agreement are used for reference and convenience purposes only and do not constitute substantive matters to be considered in construing the terms and provisions of this Agreement.

b. Parties Bound. The terms, provisions, representations, warranties, covenants, and agreements that are contained in this Agreement shall apply to, be binding upon, and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, and permitted successors and assigns.

c. Entire Agreement. This Agreement, and the Consulting Agreement, contain the entire understanding of the parties to this Agreement with respect to the subject matters contained in those Agreements and supersede all prior agreements and understandings among the parties with respect to such subject matters, including, without limitation, the Walker Award Agreements (save and except for the forfeiture and clawback provisions in the Walker Award Agreements (if applicable)). For the avoidance of doubt, this Agreement does not supersede (i) the Consulting Agreement, (ii) the Employee Intellectual Property Assignment, Confidentiality, and Class Action Waiver Agreement signed by the Participant on February 5, 2025, and (iii) the Non-Solicitation Agreement signed by the Participant on February 5, 2025.

d. Disclaimer of Reliance. Except for the specific representations expressly made by the Company in this Agreement, the Participant specifically disclaims that the Participant is relying upon or has relied upon on any communications, promises, statements, inducements, or representation(s) that may have been made, oral or written, regarding the subject matter of this Agreement. The parties to this Agreement represent that they are relying solely and only on their own judgment in entering into this Agreement.

e. Law Governing. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware (excluding any conflict of laws rule or principle of Delaware law that might refer the governance, construction, or interpretation of this agreement to the laws of another state).

f. Execution. This Agreement may be executed in two or more counterparts (including facsimile or portable document (“.pdf”) counterparts), all of which taken together shall constitute one instrument. The exchange of copies of this Agreement and of signature pages by facsimile or .pdf transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or .pdf shall be deemed to be their original signatures for any purpose whatsoever.

\* \* \* \* \*

*[Remainder of Page Intentionally Left Blank  
Signature Page Follows.]*

**IN WITNESS WHEREOF**, the Company has caused this Agreement to be executed by its duly authorized officer, and the Participant, to evidence her consent and approval of all the terms hereof, has duly executed this Agreement as of the date above.

**COMPANY:**

**Paycom Software, Inc.**

By: /s/ Robert D. Foster  
Name: Robert D. Foster  
Title: Chief Financial Officer

**PARTICIPANT:**

/s/ Amy (Walker) Vickroy  
Signature

Name: Amy (Walker) Vickroy  
Address: XXXXXXXX

*Signature Page to the  
Release and Award Cancellation and Acceleration Agreement*

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Terrell (Shane) Hadlock  
Via-Email

February 18, 2026

Dear Shane,

We are very pleased to offer you the position of President of Paycom Software, Inc. (“**Paycom Software**”), Paycom Payroll Holdings, LLC (“**Holdings**”) and Paycom Payroll, LLC (“**Payroll**” and, collectively with Paycom Software and Holdings, the “**Company**”). Other than the title change, the terms of your August 18, 2025 offer letter (“**Offer Letter**”) remain in effect.

All of us at the Company are excited about the prospect of you accepting the President role. If you have any questions about the new role, please call me immediately. To evidence your acceptance of this role, including the Offer Letter terms, please sign below and return this letter agreement to me.

Kind Regards,

**PAYCOM SOFTWARE, INC.**

/s/ Chad Richison

By: Chad Richison

Title: Chief Executive Officer

**ACCEPTED AND AGREED:**

/s/ Terrell (Shane) Hadlock

Terrell (Shane) Hadlock

February 18, 2026

Date

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January 23, 2026

Mr. Jeffrey York  
XXXX  
XXXX

*Re: Amendment of Executive Employment Agreement*

Dear Mr. York:

This letter (this “**Agreement**”) sets out the terms of your continuing relationship with Paycom Software, Inc. (the “**Company**”) and amends that certain Amended and Restated Executive Employment Agreement dated January 1, 2014, as amended and restated on March 9, 2020 and further amended on April 2, 2021, between you and the Company (the “**Existing Agreement**”).

You hereby accept the role of “Chief Sales Officer” of the Company, an at-will position, effective as of January 22, 2026. Your duties in your new role are to lead and manage the Company’s sales organization and to perform any other duties as may be reasonably designated from time to time by the Chief Executive Officer.

This Agreement amends the Existing Agreement as follows:

1. All references to “Employee” are hereby replaced with “Executive.”
2. Recital Number 5 is amended and restated in its entirety as follows:

“WHEREAS, subject to the terms and conditions hereinafter set forth, the Company therefore wishes to employ Executive in the role of Chief Sales Officer, and Executive wishes to accept such employment;”

3. Section 2 is amended and restated in its entirety as follows:

“**Term.** This Agreement shall commence on January 1, 2014 and shall continue until three (3) years following the consummation of the initial Public Offering (which was on April 21, 2014), subject to earlier termination as herein provided (“**Initial Term**”). The Agreement has been renewed on April 22, 2017, April 22, 2018, April 22, 2019, December 31, 2020, December 31, 2021, December 31, 2022, December 31, 2023, December 31, 2024 and December 31, 2025 and will automatically renew, subject to earlier termination as herein provided, for successive one (1) year periods (the “**Additional Terms**”) on January 1<sup>st</sup> of each year. The Initial Term and any Additional Term(s) shall be referred to collectively as the “**Term**.” The Company or Employee, upon 30 days’ written notice to the other party, may end the Term at any time, for any reason or no reason (the date of such termination or the last day of the Term is the “**Termination Date**”).”

4. Section 3.1 is amended to replace all references therein to “Leadership Strategist” with “Chief Sales Officer.”

You agree that, other than as set forth herein, the Existing Agreement remains in full force and effect.

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By signing below, you agree that you are knowingly and voluntarily signing this Agreement.

*[Remainder of Page Intentionally Left Blank  
Signature Page Follows]*

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Kind Regards,

**PAYCOM SOFTWARE, INC.**

/s/ Chad Richison

By: Chad Richison

Title: Chief Executive Officer and Chairman of the Board of  
Directors, on behalf of the Board of Directors

**ACCEPTED AND AGREED:**

/s/ Jeffrey York

Jeffrey York

January 23, 2026

Date

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**SUBSIDIARIES OF PAYCOM SOFTWARE, INC.<sup>(1)</sup>**

<b>Name of Subsidiary</b>	<b>Jurisdiction of Incorporation</b>
WCAS Paycom Holdings, Inc.	Delaware
WCAS CP IV Blocker, Inc.	Delaware
Paycom Payroll Holdings, LLC	Delaware
Paycom Payroll, LLC	Delaware
Paycom National Trust Bank, N.A.	Delaware
Paycom Client Trust	Delaware
Paycom Canada, Inc.	Canada
PC HCM PAY MEXICO, S. DE R.L. DE C.V.	Mexico
Paycom Global Limited	United Kingdom
Paycom Europe Limited	Ireland

(1) In accordance with Regulation S-K, Item 601(b)(21)(ii), the names of certain subsidiaries have been omitted from the foregoing lists. The unnamed subsidiaries, considered in the aggregate as a single subsidiary, would not constitute a significant subsidiary as defined in Regulation S-X, Rule 1-02(w).

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We have issued our reports dated February 19, 2026, with respect to the consolidated financial statements and internal control over financial reporting included in the Annual Report of Paycom Software, Inc. on Form 10-K for the year ended December 31, 2025. We consent to the incorporation by reference of said reports in the Registration Statements of Paycom Software, Inc. on Forms S-8 (File Nos. 333-271544, 333-229260 and 333-204134).

/s/ GRANT THORNTON LLP

Oklahoma City, Oklahoma  
February 19, 2026

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**CERTIFICATION OF CHIEF EXECUTIVE OFFICER**  
**PURSUANT TO RULE 13a-14(a)/15d-14(a) OF THE SECURITIES AND EXCHANGE ACT OF 1934, AS AMENDED,**  
**AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Chad Richison, certify that:

1. I have reviewed this Annual Report on Form 10-K of Paycom Software, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 19, 2026

By: /s/ Chad Richison

Chad Richison  
 Chief Executive Officer  
 (Principal Executive Officer)

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**  
**PURSUANT TO RULE 13a-14(a)/15d-14(a) OF THE SECURITIES AND EXCHANGE ACT OF 1934, AS AMENDED,**  
**AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Robert D. Foster, certify that:

1. I have reviewed this Annual Report on Form 10-K of Paycom Software, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 19, 2026

By: /s/ Robert D. Foster

Robert D. Foster  
 Chief Financial Officer  
 (Principal Financial Officer)

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report on Form 10-K for the year ended December 31, 2025 (the “Report”) of Paycom Software, Inc. (the “Company”), the undersigned hereby certify in their capacities as Chief Executive Officer and Chief Financial Officer, respectively, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to their knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of, and for, the periods presented in the Report.

Date February 19, 2026

By: /s/ Chad Richison

Chad Richison  
Chief Executive Officer  
(Principal Executive Officer)

Date: February 19, 2026

By: /s/ Robert D. Foster

Robert D. Foster  
Chief Financial Officer  
(Principal Financial Officer)

*The foregoing certifications are not deemed “filed” with the Securities and Exchange Commission for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and are not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date hereof, regardless of any general incorporation language contained in such filing.*

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