

SOFTWARE AS A SERVICES AGREEMENT

BY ACCEPTING THIS AGREEMENT THROUGH A STATEMENT OF SERVICES DOCUMENT THAT REFERENCES OR INCORPORATES THIS AGREEMENT, OR BY USING THE SERVICES, YOU AGREE TO FOLLOW, AND BE BOUND BY, THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU OR SUCH ENTITY DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICES.

1. **Definitions.** Unless otherwise defined in this Agreement, the following terms will have the meanings stated below:
 - a. **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interest in the subject entity. Affiliates of ours include any of our corporate Affiliates which may be specified or otherwise assigned rights or obligations under this Agreement or any SOS, addendum, exhibit, attachment, or amendment.
 - b. **"Agreement"** means this Software as a Services Agreement.
 - c. **"COBRA"** means the Consolidated Omnibus Budget Reconciliation Act of 1985 (as it appears in the Code and ERISA) and regulations thereunder, as amended from time to time.
 - d. **"Covered Individual"** means a person properly covered under the Plan to which we are providing services, including a Participant and the spouse and dependents of the Participant covered pursuant to the terms of the Plans.
 - e. **"Data"** means all data and information, in any format, provided by you or your Users that is displayed, posted, uploaded, stored, exchanged, or transmitted on or through the Platform for your use of the Services.
 - f. **"ERISA"** means the Employee Retirement Income Security Act of 1974 and regulations thereunder, as amended.
 - g. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996 and regulations thereunder, and its implementing regulation, the Standards of Privacy of Individually Identifiable Health Information, the Health Information Technology for Economic and Clinical Health ("HITECH") Act as part of the American Recovery and Reinvestment Act of 2009 ("ARRA"), as amended from time to time.
 - h. **"Intellectual Property Rights"** means any and all registered and unregistered intellectual property rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
 - i. **"Participant"** means any eligible employee or former employee of yours participating in the Plan to which we are providing Services in accordance with the terms thereof, and an employee or former employee of yours participating in such Plan pursuant to COBRA.
 - j. **"Plan"** means the health and welfare benefit plan(s) which you have established pursuant to a plan document, self-funded trust, or a policy of group health insurance.
 - k. **"Plan Administrator"** means the person or entity, including an insurance company, designated by you or the plan sponsor to manage the Plan and make all discretionary decisions regarding Plan terms and managing Plan assets, as defined in ERISA or other applicable law.
 - l. **"Platform"** means collectively, the online, web-based applications and platform provided by us and ordered by you pursuant to this Agreement and as specified in one or more SOS.
 - m. **"Qualified Beneficiary"** means a covered person under the Plan, who is eligible to continue under the Plan in accordance with the applicable provisions of COBRA, ERISA, or any other applicable federal and state law. A Qualified Beneficiary also means a child born to, adopted by, or placed for adoption with a covered employee or former employees, at any time during active COBRA continuation coverage of the employee or former employee.
 - n. **"Qualifying Event"** means:
 - i. With respect to a covered employee or former employee, termination of employment of the employee (except for termination as result of gross misconduct), or reduction of hours of employment causing the employee to become ineligible for coverage;
 - ii. With respect to an eligible dependent of a covered employee or former employee, termination of the employee's employment (except for termination as a result of gross misconduct); reduction of hours of employment causing the employee to lose eligibility for coverage; employee's entitlement to Medicare under certain circumstances, death of the employee, divorce or legal separation of the spouse from the employee; and an eligible dependent who ceases to be a dependent as that term is defined by the Plan;
 - iii. With respect to eligible retirees and their eligible dependents, the commencement of a bankruptcy proceeding; and
 - iv. Any other qualifying even as defined by law and as the law may be amended or interpreted from time to time.
 - o. **"Services"** means the provision of the Platform and the related products and services specified in one or more SOS. Unless otherwise set forth in an SOS, the Services are offered on a subscription basis for a specific subscription term.

- p. **“Service Exhibit”** means an overview of the Service(s), and the additional terms and general responsibilities related to the Service(s) that is attached to or referenced in this Agreement or an SOS.
- q. **“SOS”** means each ordering document signed by both parties which references this Agreement, identifies the Services ordered by you, sets forth the pricing for the Services, and contains other applicable information and terms and conditions.
- r. **“Summary Plan Description” or “SPD”** means the written document intended to satisfy Section 104(b)(1) of ERISA.
- s. **“Term”** means the time period during which we will provide the Services, including the Subscription Initial Term and each Renewal Term, as specified in an SOS.
- t. **“User”** means those employees, administrators, agents, service providers, contractors, and other third parties with which you transact business, authorized by you to use the Services, in accordance with this Agreement, and to whom you (or, when applicable, us at your request) have supplied a user identification and password (for Services utilizing authentication).
- u. **“We,” “Us,” “Our” or “PlanSource”** means PlanSource Benefits Administration, Inc.
- v. **“You,” “Your,” or “Employer Group”** means the individual, company, or other legal entity accepting this Agreement, which may include your Affiliates, as set forth in the applicable SOS.

2. Scope of Services.

- a. We will provide the Services to you pursuant to this Agreement and the relevant SOS during the applicable Term. Unless otherwise provided in the applicable SOS, the Services are purchased as subscriptions. Each SOS is incorporated into this Agreement by this reference.
- b. The successful implementation and ongoing use of the Services is contingent upon you fulfilling your responsibilities in any Services Exhibit. You may designate your responsibilities in any Service Exhibit to Employer Group; provided that you will remain liable for any failure by such Employer Group to fulfill any such responsibilities. We will not be liable for any delays or failure to provide the Services to you or Employer Group that are caused by your or Employer Group’s failure to fulfill such responsibilities or otherwise comply with any requirements set forth in a Service Exhibit.
- c. We may enhance or change the features of the Services at our discretion, as long as such enhancements or changes do not materially reduce the core functionality of the Services.

3. Rights Granted.

- a. Subject to the terms and conditions of this Agreement, we hereby grant you and your Users, during the term of this Agreement, a limited, non-exclusive, non-transferable, revocable right to access and use the Services and the Platform.
- b. You do not acquire under this Agreement any right or license to use the Services or Platform, in excess of the scope and duration of the Services stated in an SOS.
- c. Neither you, nor any of your Users has the right to receive either an object code or source code version of the Platform. Neither the source code nor object code version of the Platform nor any related documentation pertaining to or describing the same shall be considered a deliverable under this Agreement. Your usage rights, and the rights of your Users, are constrained by the terms of this Agreement and are limited to accessing the Services via a designated portal using usernames(s) and password(s) we provide to you.

4. Use of the Services.

- a. You are responsible for all activity that occurs under your account(s) by or on your behalf. You agree to: (i) be solely responsible for all User activity, which must be done in accordance with this Agreement; (ii) be solely responsible for your Data (other than with respect to our obligations in this Agreement); (iii) obtain and maintain during the Term all necessary consents, agreements, and approvals from individuals or other third parties for all actual or intended use of information, data, or other content you will use in connection with the Services; (iv) use commercially reasonable efforts to prevent the unauthorized access to, or use of, the Services and notify us immediately of any known unauthorized access or use; and (v) use the Services only in accordance with applicable laws and regulations.
- b. You are responsible for identifying and authenticating all Users for approving access by such Users to the Services, and for maintaining the confidentiality of usernames, passwords, and account information. By associating your and your Users’ usernames, passwords and account information, you accept responsibility for the confidentiality and timely and proper termination of User records. We are not responsible for any harm caused by your Users, including individuals that were not authorized to have access to the Services, but who were able to maintain access because you did not terminate usernames, passwords, or accounts on a timely basis. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.

- c. You will not, and will not allow your Users to (directly or indirectly): (i) distribute, sell, resell, sublicense, assign or otherwise transfer to a third party any of your rights under this Agreement; (ii) reverse engineer, disassemble, or decompile any component of the Services or the Platform; (iii) determine or attempt to determine the source code (or the underlying ideas, algorithms, structure, or organization) contained in the Services or the Platform; (iv) copy, modify, translate, or make derivative works based on any part of the Services or related documentation; (v) "frame" or "mirror" any of our content which forms part of the Services (other than on your own internal intranets); (vi) remove, cover, alter, or obscure any logos, trademarks, internet links, confidentiality or proprietary rights notices, or any other notices or markings placed on or displayed by the Services or on the Platform; (vii) use the Services or the Platform to store or transmit infringing, libelous, obscene or otherwise unlawful or tortious material, or to store or transmit material in violations of third-party privacy or Intellectual Property Rights; (viii) use the Services or the Platform to store or transmit viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs; (ix) interfere in any manner with the performance of the Services or the Platform; (x) perform any technical security integrity review, penetration test, load test, denial-of-service simulation or vulnerability scan on the Platform; (xi) access the Services or the Platform for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; (xii) provide access to the Services or the Platform to any third party who provides products and services similar to the Services or the Platform; (xiii) use the Services or the Platform to develop a competing hardware or software product; or (xiv) otherwise use the Services in any manner not set forth in this Agreement.
- d. You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access, or otherwise use the Services, including without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment").

5. Third Party Applications.

- a. We may offer you the ability to use Third Party Applications in combination with the Services. Any such Third Party Applications will be subject to acceptance by you. Any acquisition by you of such Third Party Applications, and any exchange of Data between you and any third party provider, is solely between you and the applicable third party provider. We do not warrant or support any third-party products whether or not they are designated by us as "certified" or otherwise, except as specified in an SOS. No purchase of third party products or services is required to use the Services.
- b. In connection with any such Third Party Applications agreed to by you, you agree that we may allow the third-party providers access to the Data as required for the interoperation of such Third Party Applications with the Services. We shall not be responsible for any disclosure, modification or deletion of any Data resulting from any such access by any third party provider. The use of any Third Party Application with the Services may also require you to agree to a separate agreement or terms and conditions with the third party provider, which will govern your use of such Third Party Application.
- c. The Service features that interoperate with Third Party Applications depend on the continuing availability of such Third Party Applications. If such Third Party Applications cease to be available on reasonable terms for use with the Services, we may cease providing such Third Party Applications without providing you any refund, credit, or other compensation.

6. Data.

- a. You will provide and exchange your Data with us as necessary for us to provide the Services and, if applicable, to allow us to provide and exchange your Data with your third-party service providers, including but not limited to your payroll provider, insurance carrier, auditor, legal counsel, or other service providers. We will not be responsible for any unauthorized disclosure, modification, or deletion of your Data resulting from any third-party provider's access to or use thereof, except to the extent such unauthorized disclosure, modification or deletion is caused by us.
- b. We are under no obligation to review, edit, censor, control, or question the completeness or accuracy of your Data. We will not be responsible for any losses or expenses that arise from your submission of incorrect, incomplete, or untimely Data. At our discretion, we may charge an out of scope fee (as specified in the SOS) to take corrective action resulting from your incorrect, incomplete, or untimely submission of Data.
- c. We will have no obligation to maintain, or make any determination regarding, any legally required participant or beneficiary documents, whether mandated by ERISA or other law or regulation. You or your insurance carrier will, as mandated by applicable law or agreement, be responsible for maintaining required documents regarding employee eligibility for insurance coverage. We will not be liable for any discrepancies between your Data maintained in the Platform and the information maintained by you or your insurance carrier.
- d. During any subscription Term, you may download your Data used in connection with the applicable SOS using the tools of the Platform. After expiration of the applicable subscription Term, we will have no obligation to maintain or make available to you the applicable Data unless legally prohibited.

7. Privacy and Data Protection; HIPAA.

- a. We will collect, use, and process your Data in accordance with our Privacy Policy (available [here](#)), which is incorporated into this Agreement by reference. The Privacy Policy is subject to change at our discretion; however, policy changes will not result in a material reduction in the level of protection provided for your Data during the Term.
- b. We will comply with all applicable data privacy laws in the performance of the Services. As part of that compliance, we will use at least industry standard administrative, technical, procedural, and physical means to protect against unauthorized access, use, or disclosure of your Data.
- c. We have included a HIPAA Business Associate Agreement (the “BAA”) within our Privacy Policy (available [here](#)), which is incorporated into this Agreement by reference. The BAA will apply to you only to the extent that you are considered to be acting as a plan sponsor of your Plan (the “Covered Entity”) under the HIPAA to create, receive, maintain, or transmit personal health information to us on behalf of Covered Entity, and where we, as a result, is considered to be acting as a business associate of yours, as those terms are defined under HIPAA. You may not use or disclose any personal health information on your or your Users’ behalf under this Agreement without having first agreed to the terms of the BAA.

8. Proprietary Rights

- a. We own and retain all rights, title and interest in and to: (i) the Services and Platform, and all improvements, enhancements, or modifications, thereto; (ii) any software, applications, inventions or other technology developed in connection with the Services and Platform; and (iii) and all Intellectual Property Rights related to any of the foregoing. No rights, including any rights under license, either express or implied, are granted to you or your Users hereunder other than as expressly set forth herein. All other rights in and to the Services and the Platform are expressly reserved by us.
- b. We will have the right to collect and analyze data and other information relating to the provision of the Services and related systems and technologies (including without limitation, information concerning your Data and data derived therefrom), and we will be free (during and after any Term) to: (i) use such information and data to improve and enhance the Services and for other development, diagnostic, and corrective purposes in connection with the Services and our other offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with our business.
- c. As between us and you, you own and retain all rights, title, and interest in and to: (i) all your Data; and (ii) any information you supply to us as may be specified in any SOS (collectively, your “Materials”). You hereby grant us a non-exclusive, non-transferable, non-sublicensable (except as need for the provision of the Services or as set forth herein) right to access and use your Materials solely to provide the Services. No other rights or implied incenses in your Materials are granted to us other than as expressly set forth herein.

9. ERISA.

- a. We may perform certain administrative Services under this Agreement for your Plan(s). Such Services shall not include or imply any discretionary authority by us over the operation of the Plan that would cause us to be deemed the “plan administrator,” plan sponsor” or other “fiduciary” as defined under ERISA. Accordingly, to the extent the Services require us to assist the Plan Administrator, our performance of such Services shall consist of only those ministerial functions enumerated in the Department of Labor Regulations § 2509.75-8, D-2 (relating to report preparation required by governmental agencies, employee communications material, recommendations regarding plan administration, etc.) and shall be performed within the framework of policies, interpretations, rules, practices, and procedures established by you and the Plan Administrator. Consequently, all of our activities with respect to, or on behalf of the Plan shall be subject to review, modification, or reversal by the Plan Administrator or any other fiduciary so authorized by the Plan. We shall have no discretionary or final authority to control or manage administration of the Plan, or to manage or invest assets of the Plan.
- b. We shall have no responsibility, risk, liability or obligation for the funding of the Plan or for the payment of any benefits of the Plan or other liabilities, whether resulting from the ongoing operations of the Plan, termination of the Plan, a change by the Plan in its funding method from or to full or partial insurance, or the nonpayment by an insurer of amounts due to the Plan or any Plan participant. Such responsibility, risk, liability and obligation shall at all times reside and remain solely with the Plan, you, the Plan Administrator, or such other persons designated by the Plan.
- c. You acknowledge, on behalf of yourself, the Plan Administrator, and all other named fiduciaries under the Plan, that:
 - i. We are an independent contractor for purposes of this Agreement, and are not an agent or employee or yours;
 - ii. We do not assume any liability or responsibility for any breach of your or the Plan Administrator’s duty or any act or omission by you or the Plan Administrator;

- iii. The performance of our Services hereunder does not and is not intended to make us the “plan administrator,” “plan sponsor,” or “other fiduciary” as defined under ERISA or other applicable law, and you will not identify or refer to us or any of our Affiliates as such;
- iv. We will not be deemed to providing legal or tax advice as a result of performing our duties hereunder; and
- v. You and/or the Plan Administrator at all times relevant to this Agreement retain fiduciary liability for the administration of the Plan and the related Services provided under this Agreement.

10. **Confidentiality.** Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (“Confidential Information”). Our Confidential Information includes non-public information regarding features, functionality and performance of the Services and the Platform. Your Confidential Information includes your Data. The Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information; and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Confidential Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after three years following the disclosure thereof or any information that the Receiving Party can document: (a) is or becomes generally available to the public; (b) was in its possession or known by it prior to receipt from the Disclosing Party; (c) was rightfully disclosed to it without restriction by a third party; (d) was independently developed without use of any Confidential Information of the Disclosing Party; or (e) is required to disclose by law.

11. **Term and Termination.**

- a. This Agreement commences as of the date you first accept it and will remain in effect until the earlier of: (i) the expiration or termination of each SOS under this Agreement; or (ii) the termination of this Agreement in accordance with this Section 11. Upon termination of this Agreement for any reason, any SOS in effect at the time will be terminated automatically, and all rights and subscriptions granted to you in any such SOS will immediately terminate.
- b. Subscriptions for the Services commence on the Subscription Effective Date specified in the applicable SOS and continue for the Subscription Initial Term therein, unless otherwise terminated as permitted herein. Except as otherwise specified herein or in the applicable SOS, all subscriptions will automatically renew for additional periods of one year (each a “Renewal Term”) unless either party gives the other party written notice of non-renewal at least 60 days prior to the end of the applicable Renewal Term.
- c. Upon completion of the Subscription Initial Term, PlanSource may terminate any SOS with or without cause upon providing you with 60’s prior written notice.
- d. A party may terminate this Agreement or any applicable SOS for cause upon providing 30 days’ prior written notice to the other party of a material breach if such breach remains uncured at the expiration of such period.
- e. We may terminate this Agreement immediately if you become the subject of petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for benefit of creditors.
- f. If you terminate any subscription without cause prior to the end of the current Term, you will pay any unpaid fees covering the remainder of such terminated subscription. If we terminate this Agreement in accordance with Sections 11.d or 11.e, you will pay any unpaid fees covering the remainder of the term for each SOS in effect at the time of termination. In no event will termination relieve you of your obligation to pay us any fees payable for the period prior to the effective date of termination. You agree that the actual damages in the event of such termination would be difficult or impossible to ascertain, and that such termination charges are intended, therefore, to establish liquidated damages for such early termination.
- g. Any provision of this Agreement that expressly or by implications is intended to survive termination, regardless of date, cause or manner of such termination, and including but not limited to rights of action accruing prior to termination and payment obligations, will survive such termination and continue in full force and effect.

12. **Fees and Payment.**

- a. You will pay the then applicable fees specified in any SOS in accordance with the terms therein. Except as otherwise specified herein or in an SOS: (i) fees are based on Service subscriptions purchases and not actual usages; (ii) payment obligations are non-cancelable and fees paid are non-refundable; and (iii) quantities purchased cannot be decreased during the relevant subscription Term.
- b. Except as otherwise agreed upon in writing, you hereby: (i) agree that all payments under this Agreement shall be made by electronic funds transfer through the Automated Clearing House network (ACH); (ii) authorize us to initiate debit entries to your account at the depository financial institution identified on an authorization form to be provided by us either in writing or electronically; and (iii) to debit your account in such amounts and at such times as are necessary to pay us: (a) any fees or charges associated with the Services, including, without limitation, finance charges; and (b) any other amount that becomes owed under this Agreement. This authorization is to remain in full force and effect until we have received written notice from

you of your intent to terminate the Agreement, at which time the authorization shall continue in such time and such manner as to afford us and the depository financial institution a reasonable opportunity to act upon the termination. You will maintain in your account immediately available funds sufficient to cover all transactions initiated by us under this Agreement. You acknowledge that the origination of ACH transactions to your account must comply with the provision of U.S. law. If you do not have sufficient funds in your account to pay amounts due under this Agreement at the time required, or if you refuse to pay, we will attempt to notify you electronically, by telephone, or in writing, but in any event, we may suspend or refuse to perform further Services. We will charge a fee of \$35.00 for each non-sufficient funds transaction. Should the Services be recommenced, we may require you to pre-pay for the Services and charge a reconnection service fee.

- c. If we do not receive any invoiced amount by the due date, then at our discretion, and without limiting our rights or remedies, such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.
- d. If any amount owing by you under this Agreement is 60 days or more overdue, we may, without limiting our other rights and remedies, accelerate your unpaid fee obligations so that all such obligations become immediately due and payable, suspend the Services until such amounts are paid in full, and seek collection of all amount past due, including reasonable attorney's fees and costs of collections. We will give you at least seven days prior notice that your account is overdue, before suspending the Services.
- e. Notwithstanding the foregoing, we will not exercise our rights under Sections 12.c or 12.d if you are disputing the applicable charges and reasonably and in good faith are cooperating diligently to resolve the dispute.
- f. You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features.

13. **Warranties; Disclaimers.**

- a. We warrant that the Services will be accessible 98.0% of the time, measured monthly (the "Uptime Warranty"). The Uptime Warranty shall not apply where downtime or interruption of the Services results from: (i) scheduled routine maintenance, repair, and upgrade of the Services, of which we will notify you at least 24 hours in advance; (ii) unscheduled emergency maintenance or repair (iii) issues or failures with your Equipment, service providers, software, communications or internet providers; (iv) the actions, omissions, or failures of any third party providers; (v) your or your Users' material acts or omissions; (vi) any suspension or termination of your or your Users' access to the Services by us; or (vii) a Force Majeure event as defined under Section 21 of the Agreement.
- b. In the event we fail to comply with the Uptime Warranty, we will use commercially reasonable efforts to provide you with an error correction or work-around that corrects the reported non-conformity. This will be your sole remedy under this Section 13.
- c. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PLATFORM AND THE SERVICES ARE PROVIDED "AS-IS" AND WE HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE TO THE MAXIMUM EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY OF ANY KIND THAT THE SERVICES OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR YOUR USERS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.

14. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER, OR TO ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS), ARISING OUT OF THIS AGREEMENT, AN SOS, THE SERVICES OR THE PLATFORM, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER THE DAMAGE WAS FORESEEABLE OR WHETHER THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF THAT DAMAGE. PLANSOURCE'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR AN SOS, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE GREATER OF: (i) THE TOTAL AMOUNTS ACTUALLY PAID TO PLANSOURCE FOR THE SERVICES UNDER THE SOS GIVING RISE TO THE LIABILITY IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, LESS ANY REFUND OR CREDITS RECEIVED BY YOU FROM PLANSOURCE FOR SUCH SOS, OR (ii) \$50,000. THIS REMEDY WILL BE YOUR SOLE AND EXCLUSIVE REMEDY.

15. **Indemnification.**

- a. You shall indemnify us, and our affiliates, successors, and assigns, and all their respective officers, directors, employees, or agents (“Indemnitees”) from and against any claim, loss, damage, liability, claim, causes of action, or expense, including, but not limited to reasonable attorney's fees (collectively, “Damages”), arising out of or resulting from: (i) your or your Users’ breach of your obligations, representations, or warranties under this Agreement or any SOS; (ii) any misdirected or inaccurate Data that you or your Users input into or modify within the Site; (iii) any claim whatsoever, including third party claims, respecting tax claims, ERISA, COBRA, ACA, and HIPAA compliance, and any related rules and regulation, except to the extent such claims are caused by us; or (iv) your use of third party products or services in connection with the Services. In the event our Indemnitees seek indemnification under this Section 15.a, they will give written notice to you promptly after becoming aware of the facts giving rise to the claim for indemnification.
- b. Except to the extent any Damages are caused by or contributed to by you or your Users, we will indemnify and hold you harmless against all Damages arising out of or resulting from: (i) our willful misconduct or gross negligence; or (ii) a claim that your authorized use of the Services infringes or misappropriates a third party’s Intellectual Property Rights. In the event your Indemnitees seek indemnification under this Section 15.b, they will give written notice to us promptly after becoming aware of the facts giving rise to the claim for indemnification.

16. **Dispute Resolution.** The parties will attempt in good faith to resolve informally any disputes or disagreements relating to this Agreement. The aggrieved party will notify the other party in writing of the nature of the dispute with as much detail as possible. Each party will designate a representative with full authority to address and resolve the dispute. The designated representatives will meet (in person or by telephone) no later than 15 business days after the date of the written notification to reach an agreement about the nature of the dispute and the corrective action the parties will take. If the designated representatives do not meet or are unable to agree on corrective action, the parties will have 30 days within which to institute a one-day mediation with a third-party mediator mutually agreeable to both parties. The parties will share the cost of the mediation, exclusive of attorneys’ fees. Neither party may initiate legal action arising out of or relating to this Agreement until both parties have substantially complied with or waived this dispute resolution procedure.

17. **Subcontractors.** We may use subcontractors, including offshore subcontractors, in our delivery of the Services. We will ensure our subcontractors comply with the obligations and restrictions in this Agreement. We will be solely responsible for the performance of our subcontractors under this Agreement.

18. **Marketing and Promotion.** We may disclose that you are our client and use your trademarks and logo in any of our external materials (e.g., printed marketing collateral and company websites). You, in your sole discretion, may participate in our promotional activities, including reference lists, case studies, testimonials, or press releases regarding our products or services and in any advertising, publicity or similar material presented to prospective clients.

19. **Entire Agreement.** This Agreement, together with each SOS and all other exhibits or attachments hereto, constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous oral or written arrangement or understanding between the parties.

20. **Assignment.** Neither party may assign this Agreement without the other party’s prior written consent, except that we may assign all or any of our rights to any of Affiliates or in connection with a merger, acquisition, corporate reorganization, or sales of substantially all of our assets. No assignment under this Section 20 will relieve the assigning party of its obligations under this Agreement.

21. **Force Majeure.** Except for your payment obligations, neither party will be liable or in default or otherwise responsible for delays or failures in performance resulting from acts of God; acts of war or civil disturbance; epidemics; governmental action or inaction; fires; earthquakes; unavailability of labor, materials, power, or communication; or other causes beyond that party's reasonable control.

22. **Governing Law.** The laws of the state of Florida, without giving effect to its principles of conflicts of law, will govern all disputes arising out of this Agreement. Venue for any action brought under this Agreement will be exclusively in Orange County, Florida.

23. **Notices.** All notices and communications required or permitted under this Agreement will be in writing and will be sent by registered or certified mail, postage prepaid, return receipt requested, facsimile transmission, with confirmed answer back, or electronic mail, with confirmation of receipt, to us or you at the respective addresses the parties provide to each other or to such other addresses as the parties may from time to time specify by notice given as provided in this paragraph. In the case of PlanSource, the address is 101 S. Garland Avenue, Ste. 203, Orlando, Florida 32801, Attention: Legal Counsel.
24. **Relationship of the Parties.** The parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.
25. **Updates to the Agreement.** Except as otherwise set forth in this Agreement, we may modify this Agreement (including any policy) at any time by posting a revised version on our website or by otherwise notifying you in writing. Subject to the 45 days' advance notice requirement with respect to pricing change, the modified terms will become effective upon posting, or if we notify you by email, as stated in the email message. By continuing to use the Services after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the website regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the end of the Agreement.
26. **Severability; Waiver.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall continue in force, and if any such provision may be made enforceable by limitation, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law. All waivers by either party will be effective only if in writing. Any waiver or failure by either party to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
27. **Non-Solicitation.** During the term of this Agreement and for a period of one year after expiration or termination of this Agreement, you will not, directly or indirectly solicit or attempt to solicit, divert, or hire away any person employed by us without our written consent.
28. **No Legal Advice.** The Services do not include, and we do not provide investment, tax, compliance, or legal advice. If you require legal or other expert advice, you should consult your own legal counsel or professional advisor.

Affordable Care Act (ACA) Measurement and Reporting Services and General Responsibilities

| PlanSource Responsibilities | Employer Group Responsibilities |
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| <ol style="list-style-type: none"> 1. For the applicable IRS Reporting Period, provide you with the ability to load any data required for the current Reporting Period within a self-service file upload tool in order to populate the 1094-C/1095-C Forms, utilizing our standard file format and specifications. The 1094-C/1095-C Forms will only contain data for your medical benefit(s) as configured within the Platform (i.e. excludes all other benefit types). For purposes of the ACA Services, "Reporting Period" means the calendar year (January 1 through December 31) for which you will provide us with all required employee data necessary for us to provide the ACA Services. You will report the data collected during this time period by the applicable IRS deadlines in the following calendar year. 2. For the applicable Reporting Periods, provide an electronic version of the 1095-C Form, populated with your employee data, in PDF format and made available for your employees to download/print. 3. For the applicable Reporting Periods, provide an electronic version of your 1094-C Form, populated with your employee data, in PDF format. 4. If applicable, and to the extent that we are authorized and permitted to do so by the IRS, submit the 1094-C and 1095-C Forms to the IRS on your behalf for the applicable Reporting Periods. 5. Provide access to electronic versions of the 1095-C Forms only to your actively-employed employees ("Active Employees"), which shall exclude employees designated with a "COBRA", "Terminated", or "Leave of Absence" status within the Platform ("Inactive Employees"). 6. Unless otherwise agreed to in writing by the parties, if your access to the ACA Services is terminated at any time prior to the applicable Reporting Period deadline, we will not grant access to electronic versions of the 1095-C Forms to Active Employees 7. Measure employees and provide reporting tools to manage employees moving in and out of stability periods. 8. The Platform will maintain offers of coverage based on employee demographics and plan eligibility. | <ol style="list-style-type: none"> 1. Confirm all full-time and full-time equivalent employees and eligibility per ACA requirements. We are not responsible for your reporting obligations for any given employee pursuant to the ACA. 2. Provide, load, sign-off, and finalize all required data (including on-going payroll information consistent with payroll cycles) for Forms 1095-C to us by no later than January 15th of the calendar year following the applicable Reporting Period in order for us to make the electronic version of Forms 1095-C available within the Platform on or before the applicable due date required by the IRS. We reserve the right to modify any deadlines set forth in this Exhibit or elsewhere. If you miss any of the deadlines we set forth in this Exhibit or elsewhere, we will not consider any such non-compliance as an escalation or provide related call center services to you or your employees. 3. Receive and respond to employees' questions related to the ACA Tools and related services, including any tax forms we provide your employees. 4. Provide and upload the required data, utilizing our standard file format and specifications, and validating the accuracy of the uploaded data. Upon uploading the required data via the self-service file upload tool, you may make corrections to the loaded data by manually correcting such data within the Platform user interface or uploading additional employee demographic data files via your payroll interface or the self-service file upload tool. You understand that you are solely responsible for the accuracy and review of any IRS forms created or resulting from the use of your Data 5. Review and approve ACA configurations before go-live. We will specify the data format you must utilize to review the loaded data during testing. 6. Review and approve offers of coverage to ensure accuracy as well as confirm employee communication has occurred. 7. Review and approve all 1094-C and 1095-C data a minimum of 2 weeks prior to the IRS transmission deadline. 8. You understand that you retain all liability and responsibility under federal and state law related to the ACA measurement and reporting requirements, including without limitation, liability under Code Sections 4980H, 6055 and 6056, and (ii) that we do not, by virtue of this Exhibit, assume any responsibility or liability for any obligations which by law must remain with you in your capacity as an "applicable large employer" (as that term is defined under Code Section 4980H), including without limitation your liability under Code Sections 4980H, 6055 and 605 |

Employee Contact Center Services and General Responsibilities

| PlanSource Responsibilities | Employer Group Responsibilities |
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| <ol style="list-style-type: none"> 1. Work and consult with you to understand your needs and gather requirements necessary to implement the contact center. 2. Implement and provide a branded contact center (with online chat feature) with qualified representatives readily available to assist employees, dependents, and former employees and dependents (collectively, "Consumer") with benefit-related questions between the hours of 8:00 AM and 11:00 PM Eastern time, excluding weekends and the days the US Federal Government observes the holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. 3. Provide Consumer with a custom toll-free number to reach the contact center during the hours specified above. 4. Validate Consumer's identity at the beginning of every phone call. 5. Track Consumer calls and general metrics including, but not limited to, number of calls, average hold time, abandonment rate, average talk time, and reasons for escalations. 6. Provide you with basic contact center statistics, as requested. 7. Record and retain incoming phone calls for a period of four months from the date the contact center receives a call. 8. Obtain HIPAA authorization from Consumer, as required based on the assistance Consumer is requesting. | <ol style="list-style-type: none"> 1. Assist us in implementing and documenting your specific administrative processes and plans for purposes of implementing and maintain the contact center. 2. Provide benefit content suitable for us to answer Consumer questions. 3. Promptly report, and cooperate with us in resolving, any issues, challenges or concerns related to the contact center. 4. Participate in periodic status calls with us to review the status of Consumer calls and open issues. 5. Promptly report to us any changes to benefit plans that would have direct bearing on the information provided by the contact center. |

Billing Reconciliation and Payment Services and General Responsibilities

| PlanSource Responsibilities | Employer Group Responsibilities |
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| <p>1. We accept responsibility solely for the ministerial and nondiscretionary services described in this Exhibit and only to the extent that you furnish accurate and timely information to us. We will perform the Services within the framework of policies, interpretations, rules, practices, and procedures set or established by you. You understand that we shall not have discretionary authority or control respecting management of the Plan and shall not have authority to exercise any control respecting disposition of the assets of the Plan and shall not render investment advice with respect to any money or other property of yours or the Plan and shall have no authority or responsibility to do so.</p> <p>2. Setup and Installation. After reviewing you benefit offerings, we will advise you of the enrollment Data you must provide in order for us to establish the master data processing records required for us to provide the Services. This enrollment Data will be dependent upon the type and number of the individual benefit components you offer. We may receive this Data from you from a variety of resources including electronic file exchange; however, the Data must include the following:</p> <ul style="list-style-type: none"> • Copies of current billings from all individual benefit plan components; • Copies of the most recent enrollment documents for all participants represented on each carrier billing; • Plan and carrier information that reflects rating structure, carrier contact personnel and other pertinent billing configuration; • Your location(s) and contact personnel; • Benefits plan broker name, address, telephone number; and • An executed consent agreement from you that permits us to receive monthly billings directly from the carriers. <p>3. Reconciliation Process. During the billing reconciliation process, we will:</p> <ul style="list-style-type: none"> • Obtain all carrier bills or fee invoices via carrier websites, email, fax or mail; • Reconcile billed adjustments to employee changes completed in the Platform; • Calculate and confirm totals to be paid to each carrier (paid as billed, minus payments not yet accounted for); • Complete full audits of all list bills to the data in the Platform and if necessary, resolve enrollment and billing discrepancies directly with carriers and you; • List and track pending transactions and billing discrepancies month to month; and • Communicate participant eligibility or billing issues identified during reconciling to the appropriate carrier in the course of standard monthly processing. <p>4. Reporting. We will provide copies of carrier and vendor generated invoices standard monthly reports.</p> <p>5. Consolidated Billing & Payment Process (<i>applies only for payment services</i>):</p> <ul style="list-style-type: none"> • Coordinate the funding of premiums with you by notifying you via email of the premium dollar amount periodically due. Either party will initiate remittance per the outlined requirements. • If we do not receive premium funding due from you within 10 business days from the date we present the amount to you, we may suspend the Services until you provide funding. Your failure to fund may prompt suspension in benefits coverage, which will be your sole responsibility. You understand that we have no obligation to disburse premium funding to benefit carriers without having first received the entire amount of the funds due from you. • Upon receipt of insurance premiums from you, we will remit payment to the carrier and if applicable, provide carrier with a premium billing roster and premium remittance report or additional documentation on your behalf, including your identifying information. In the event you fail to remit the appropriate amount of premium, the carrier's standard plan termination process shall apply. We will not be liable for any damages or losses resulting such carrier's termination of the Plan. | <p>1. Provide all Data necessary to establish an employer master file, including your name, address, phone, fax, primary contact, federal identification number, and any other required information.</p> <p>2. Provide detailed information regarding each benefit component within the benefit plan(s) including:</p> <ul style="list-style-type: none"> • Benefit type (e.g., health insurance, life insurance, STD, LTD, dental, vision, etc.); • Complete rating schedule governing each plan; • Billing cut-off dates and policy periods for each plan; and • Policy numbers. <p>3. Utilize and maintain us as the single, sole, and exclusive provider of billing reconciliation services.</p> <p>4. Maintain the following information within the Platform:</p> <ul style="list-style-type: none"> • New enrollments, changes, and terminations; • Any changes in benefit plan eligibility provisions; and • Necessary materials and documents, including Summary Plan Descriptions, Plan amendments, Summary of Material Modifications, election forms, election change forms, as may be necessary to operate the Plan or to satisfy requirements of law. <p>5. Satisfy reporting, notice, disclosure, and annual return requirements and other regulatory requirements imposed by law.</p> <p>6. Maintain current beneficiary designations.</p> <p>7. We will rely on the Data provided by you or on your behalf to perform or prepare all services, reports, and forms under this Exhibit in accordance the terms of the Agreement.</p> <p>8. You will determine the benefit and administrative provisions of the Plan and will be solely responsible for the terms of the Plan and Summary Plan Description.</p> <p>9. You will make all benefit eligibility determinations required under any of the plans covered by this Exhibit.</p> <p>10. Custodial Account (<i>applies only to payment services</i>):</p> <ul style="list-style-type: none"> • Appoint us as custodian solely for the purpose of providing the Services. • You hereby acknowledge that we, on one or more occasion, may receive interest on the Funds held in the Custodial Account and that any interest received by us on your Funds will be part of our compensation. You also hereby acknowledge that compensation otherwise charged by us for the Services would be higher if we did not retain the earnings or interest on these funds. The period during which we may earn interest begins on the date your Funds transfer to the Custodial Account and ends when the Services terminate. We will disburse Funds on a first-in-first-out basis. • In the event we resign as custodian, as permitted in this Exhibit, immediately appoint a successor custodian. |

6. **Custodial Account** (*applies only for payment services*):

- Accept appointment and agree to act as custodian hereunder, and hold your funds received hereunder in accordance with the terms and conditions set forth herein.
- Open and maintain a depository account (the “Custodial Account”) at Bank of America in Orlando, Florida (the “Bank”), and hold in the account all premiums received from you. Upon deposit, the premiums will become “Funds” (minus any applicable fees or other costs).
- For administrative convenience, and to reduce costs, we will hold your Funds together with similar funds from other clients in one or more Custodial Accounts. However, we will maintain records as to the exact amount of each clients’ Funds, so each client has a legal right to the specific amount of funds held in the Custodial Account. At all times, the assets comprising each client’s Funds in the Custodial Account will be separate subaccounts for purposes of this Exhibit. Depending on the context, the term, “Custodial Account,” will refer to the separate subaccount for you or all of the subaccounts for all clients.
 - Your Funds: (i) are and will remain your general assets; (ii) are not considered general assets of ours; and (iii) are not plan assets within the meaning of ERISA. Except to the extent that outstanding checks have been written against the account on your behalf, you may withdraw your Funds at any time (minus any applicable fees or other costs).
 - Your Funds are subject to your creditors in the same manner as funds contributed to your ordinary checking accounts.
- Forward premiums from the Custodial Account to carriers, you or your designee, at your direction, and in accordance with the Agreement, this Exhibit and the Plan. We do not, and will not have any discretion, control, or authority with respect to the disposition of your Funds.
- Us positive pay to ensure only valid checks are processed. We will only process checks that match our files. An exceptions list is generated by the bank and send to us each business day showing checks presented for payment that do not match out files.
- Notwithstanding anything set forth in the Agreement, we may resign from our duties as custodian at any time by giving you written notice no less than 30 days prior to the effective resignation date; provided, in any event, the resignation will not be effective until a successor custodian has been appointed or the assets in the Custodial Account have been returned to you.

7. Notwithstanding anything set forth in the Agreement, we reserve the right to suspend or terminate the Service if you fail to advance funds for premiums when due, or otherwise breach the terms of this Agreement, and the breach remains uncured 30 days following receipt of written notice. Upon suspension or termination of the Services, unpaid fees due prior to the effective date of suspension or termination will become immediately payable upon such suspension or termination, and we will apply any Funds for fees collected from you prior to the suspension or termination effective date to the payment of our administrative fees and expenses.

Retiree Billing Administration Services and General Responsibilities

| PlanSource Responsibilities | Employer Group Responsibilities |
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| <ol style="list-style-type: none"> 1. Gather all necessary information surrounding your rules for retirees (length of coverage, open enrollment eligibility, and payment windows). 2. Determine process for you to notify us about an employee's conversion to retiree status. 3. Notify retirees of options for continuation coverage 4. Upon benefits election, provide retiree with payment coupons. 5. Collect the monthly premium from each retiree. 6. Remit monthly premium to you. 7. Assist retirees over the phone and through email support through our call center. 8. Maintain enrollment records pertaining to each retiree who enrolls in a plan. We will terminate from our enrollment records any retiree who does not timely enroll or who elects to decline coverage. 9. Reinstatement and terminate insurance benefits for retirees on your behalf using the online system or data files for your insurance providers. | <ol style="list-style-type: none"> 1. Assist us in implementing and documenting administrative processes specific to your organization and plans. 2. Provide us with the process and procedures for the monthly premium collection process. 3. Refund premium payments to former retiree participants if their coverage should be terminated retroactively yet an overbalance exists for partial payment of premium which has been already remitted to you by us. 4. Assist us with obtaining online access to each insurance provider with a retiree eligible plan for the purpose of assisting retiree participants with urgent coverage issues. 5. Review the monthly summary report and contact us within 30 days of receipt regarding any items which you know are incorrect. If we do not receive a response within 30 days, we will assume that the summary is correct, and any errors will become your responsibility and liability. |

COBRA Administration Services and General Responsibilities

| PlanSource Responsibilities | Employer Group Responsibilities |
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| <ol style="list-style-type: none"> 1. Utilize integration between the Platform and the COBRA system to provide the COBRA Services. We will also utilize integration between the COBRA system and the FSA system for reinstatements and terminations due to COBRA participants with an FSA election. 2. Provide call center assistance, online chat support, and email support to COBRA participants. 3. On a daily basis, upload files from the Platform into the COBRA system for purposes of creating initial COBRA notices. Following this daily file upload, send the initial notice to individuals as soon as administratively feasible. However, if you fail to timely update the Platform, we will not be responsible for satisfying the requirement that the initial COBRA notice be provided within 90 days after the individual begins to participate in the plans. 4. On a daily basis, upload files from the Platform into the COBRA system for purposes of creating Qualifying Event notices, send the Qualified Beneficiary a COBRA notice and election form within 14 days. If you fail to update the Platform within the prescribed time period, we will not be responsible for satisfying the requirement that the COBRA notice and election form be provided within 44 days after the date of the Qualifying Event. 5. Make available through the Platform a monthly summary of COBRA activity, including, but not limited to, payments, notices, terminations and enrollments during the period covered by the summary report 6. If a Qualified Beneficiary returns an election form to enroll in one or more of the plans, enroll the Qualified Beneficiary under COBRA. We will also send the Qualified Beneficiary a letter confirming that the Qualified Beneficiary has been enrolled in the applicable plans pursuant to COBRA. 7. Maintain enrollment records pertaining to each Qualified Beneficiary who timely enrolls in the plan. We will terminate from the enrollment records any Qualified Beneficiary who does not timely enroll or who elects to decline coverage. 8. Inform each Qualified Beneficiary of his or her premium obligation with payment coupons. Each Qualified Beneficiary will remit his or her COBRA premiums to us. If premiums are paid to us, we will deliver payment to you within 14 days following the end of the calendar month. 9. Send Qualified Beneficiaries a letter terminating COBRA continuation coverage at the end of the applicable COBRA continuation coverage period. 10. Provide all enrollment and election materials to a Qualified Beneficiary during all open enrollment periods which occur during the applicable COBRA continuation coverage period and enter the elections made into the Platform. 11. Process all reinstatements and terminations directly through the Platform on your behalf. 12. Audit the COBRA participants on a monthly basis comparing the COBRA system to the Platform. 13. Assist COBRA participants with emergency coverage reinstatements or inquiries. | <ol style="list-style-type: none"> 1. Using the Platform, notify us within 60 days after plan coverage begins for an employee and/or dependent spouse. 2. Using the Platform, notify us within 30 days after the date you have knowledge that a Qualified Beneficiary has lost coverage under a plan due to a Qualifying Event. 3. Review the monthly summary report and contact us within 30 days regarding any incorrect items. If we do not receive a response within 30 days, we will assume that the summary is correct, and you are responsible and liable for any errors. 4. If you have knowledge that a Qualified Beneficiary has experienced another Qualifying Event during the initial 18-month COBRA continuation period, notify us within 30 days after the date. 5. If you have knowledge that an event has occurred which will terminate a Qualified Beneficiary's COBRA continuation coverage before the end of the applicable COBRA continuation coverage period, notify us within 7 days after the date. Examples include, but are not limited to, the following: <ul style="list-style-type: none"> • You no longer offer a group health plan to any of its employees; • The Qualified Beneficiary becomes covered under another group health plan. However, this provision does not apply during any time period the other group health plan contains a limitation or exclusion with regard to any pre-existing condition, other than a limitation or exclusion which does not apply to the Qualified Beneficiary or satisfied by the Qualified Beneficiary due to HIPAA; or • A Qualified Beneficiary becomes entitled to Medicare. 6. Notify us within 7 days after the date you have knowledge that you are no longer subject to COBRA with respect to the COBRA eligible plans. This would occur as of the first day of a calendar year following a calendar year when you did not employ 20 or more employees on at least 50% of its working days during that year. 7. If you do not also utilize the Platform for FSA Administration, notify us if FSA Participant have a positive FSA balance at the time of termination and therefore, be eligible to elect COBRA Continuation Coverage for the FSA election. 8. Refund premium payments to former COBRA participants if their coverage should be terminated retroactively yet an overbalance exists for partial payment of premium which has been already remitted to you by us. 9. Assist with obtaining online access to each insurance provider with a COBRA eligible plan for the purpose of assisting COBRA participants with urgent coverage issues. |

FSA/HRA/CERA Administration Services and General Responsibilities

This Exhibit is with respect to certain ongoing administrative services we will provide with regard to your establishment of certain employee benefit arrangements, including, but not limited to a health care flexibility spending account (“Health FSA”) and a dependent care assistance program (“Dependent Care FSA”) under Section 125 and Section 129, respectively of the Code, which are available as part of its cafeteria plan as well as any similar plans related to other areas of the Code, including but not limited to Health Reimbursement Arrangements (“HRA”) under Section 105 and 213D and commuter expense reimbursement account plans (“CERA”) under Section 132. For purposes of this Exhibit, the term “Plan” means the cafeteria plan, the Health FSA plan, the Dependent Care FSA plan, the HRA plan and/or the CERA plan (or plans) maintained by you, or portions of that plan (or plans), with respect to which we are providing administrative services.

| PlanSource Responsibilities | Employer Group Responsibilities |
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| <ol style="list-style-type: none"> 1. Provide call center assistance to Plan participants for inquires related to the Plan. Our responses to inquires will be based on Plan provisions and your guidelines. 2. Determine whether expenses are eligible for reimbursement in accordance with Plan provisions and your guidelines. 3. If debit cards are available for payment of certain Plan expenses, and the participants elects to utilize the debit cards, our preferred provider, Fidelity National Information Services (“FIS”), will provide the debit cards to participants. You acknowledge that participants will be subject to the terms and conditions of the cardholder agreement distributed with the debit card. You agree that FIS, is a third-party beneficiary of this contract. 4. Monitor usage and notify participants if receipts are required to verify the eligibility of an expense. 5. If a participant does not use a debit card for expenses, and a claim is eligible for reimbursement on a manual basis, prepare and issue a check or direct deposit. The reimbursement will be drawn on the Plan account and made payable to the participant. 6. Provide each participant submitting a manual reimbursement request with a written explanation of payment or denial. 7. If a claim is denied, provide the participant with notice of the appeal procedure under the Plan. We will assist you in processing any submitted appeal of a denied claim in accordance with Plan procedures and your guidelines. 8. Maintain records, including amounts credited, amounts reimbursed, and current balance in each participant account. 9. Provide you with the ability to pull monthly reports from the system showing participant transactions and balances and inactive debit cards 10. Upon your request at the end of the Plan year runout period, provide a report showing participants that will incur payroll deductions for repayment of funds to the Plan. 11. Upon your request, prepare the Plan document and Summary Plan Description (SPD). Upon further request, we may also prepare amendments to the Plan document and SPDs. As Plan administrator, you are ultimately responsible for reviewing the Plan document and SPD and approving the content therein prior to distributing to participants. We recommend you review the documents with its attorney and/or tax consultant. We are not responsible for any Damages, including but not limited to legal or tax consequences resulting from the preparation of the Plan document and/or SPD. Additional fees apply for this service. 12. Upon your request, conduct non-discrimination testing of the Plan at the start and end of the Plan year. If testing demonstrates the Plan is out of compliance, we will notify you, and you may choose to reduce participant contributions to bring the Plan into compliance or allow participants to claim the “non-reduced” contributions as taxable wages for income tax purposes. 13. Provide assistance in correcting participant-level discrepancies you report to us. 14. Manage carrier data discrepancies and related issues, problem resolution, and trouble-shooting post implementation. | <ol style="list-style-type: none"> 1. Deposit sufficient funds into the Plan account as needed to timely pay claim reimbursements. We, with FIS, will correspond with you through reports and other forms of communication (email, phone calls, etc.) regarding details of the Plan account. 2. If you elect to offer debit cards, you agree that in addition to other terms and conditions of any agreement entered into between you and FIS: (a) you are responsible to FIS for all payments made by FIS to fund transactions arising from the debit card use; (b) you will provide a contact name and telephone number to FIS for ACH and payment related questions; (c) FIS will assess a fee of \$25 to you for each ACH returned due to insufficient funds. 3. Confirm accuracy of direct deposit information provided by participants. We are not responsible for any fees resulting from incorrect direct deposit information provided by participants. 4. Comply with the applicable provisions of COBRA and the Family Medical Leave Act (FMLA), as related to the Plan. 5. Determine how forfeiture of amounts in the Plan account will be used in accordance with the terms of the Plan and as prescribed by law. 6. As the Plan administrator and fiduciary of the Plan, remain responsible for the general management and administration of the Plan. 7. Review and approve the Plan document and the SPD prior to distributing to Plan participants. 8. Ensure that the Plan document is signed and provide a copy of the SPD to all Plan participants within the time prescribed by ERISA. 9. Provide us with the name and duties of each individual to whom you have delegated responsibilities in connection with administration of the Plan, and a specified signature of each individual. 10. Upon our request, provide timely participant data (through the Platform), for required reporting to the Centers for Medicare and Medicaid Services (CMS), if applicable 11. For Plan participants that spent money using the debit cards for purchases that fell outside the plan year, or that were never documented and subsequently considered ineligible, payroll deduct such funds at the conclusion of the Plan year runout period. 12. If you elect annual non-discrimination testing services, provide us (in our required format through the Platform) with the data required to conduct testing. 13. Determine if participants are able to make mid-year election changes due to a change in status or other circumstances, as set forth in the cafeteria plan and prescribed by law. |

Dependent Eligibility Audit Services and General Responsibilities

| PlanSource Responsibilities | Employer Group Responsibilities |
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| <ol style="list-style-type: none"> 1. Create an audit process/timeline (the "Timeline") to use to conduct the dependent audit. 2. Host a weekly status review meeting with you to provide updates on the status of the audit, review reporting, and discuss upcoming steps in the Timeline. 3. Assist in reviewing current dependent eligibility language by utilizing the summary plan description ("SPD") provided by you. 4. Create and mail (following review and approve by you) an initial letter to employees notifying them of the audit and providing a list of documentation for eligible dependents that employees can submit as proof of eligibility for each type of dependent, based on the requirements set forth in the SPD. 5. Create and mail (following review and approval by you) a follow-up letter to those employees who fail to respond to the initial letter. 6. Per your instructions, coordinate either two reminder emails or two automated outbound calls to employees to remind them of the audit. 7. Establish a call center to address employee questions and issues arising during the audit. 8. Upon receiving all employee documentation during the audit, verify each employee has provided the required documentation in order to continue to cover his or her dependents. 9. Create a personalized memo for you to deliver to each employee with dependents that have not provided proper documentation. We will provide the memo to you on the date set forth in the Timeline. 10. Administer an appeal process for employees with extenuating circumstances that prevent them from being able to provide the required documentation within the specified timeline. This process includes sending an appeals letter to each employee with dependents at risk for losing coverage due to the failure to produce proper documentation. 11. Provide ongoing status reports of audit progress, and 15 days prior to end of audit, provide list of employees with outstanding documentation. 12. At completion of audit, deliver all employee documentation to you in an electronic format, sorted alphabetically. 13. Destroy any hard copy documentation via a secure document shredding service within 90 days following the completion of the audit. | <ol style="list-style-type: none"> 1. Review and approve the Timeline. You understand that except as otherwise agreed to in writing by the parties, we will commence and conclude the audit on the dates specified in the Timeline. 2. Provide the required eligibility information to us, including a copy of the SPD. 3. Approve the listing of required documents used in the employee letters and verify all covered dependents. 4. Review and approve all mailings and employee communications within 30 days following delivery unless such deadline is extended by mutual agreement of all parties. Your failure to object within such time period (including any agreed upon extension period) shall constitute approval. 5. Provide all information relating to the Plans and its Participants as necessary for us to perform its duties herein. 6. Attend weekly status review meetings. 7. Provide the following information in a secure electronic file, preferably in Excel format: <ul style="list-style-type: none"> • First name • Last name • Social Security Number (last four digits) • First Name of all covered dependents • Last name of all covered dependents • Relationship type for all covered dependents • Dates of birth for all covered dependents • Employee home address, city, state, zip • Employee phone number 8. Terminate coverage for ineligible dependents. 9. After discussion with us, make individual determinations on whether or not to offer COBRA Continuation Coverage to ineligible dependents. |

Total Compensation Statement Services and General Responsibilities

| PlanSource Responsibilities | Employer Group Responsibilities |
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| <ol style="list-style-type: none"> 1. Provide personalized template(s) that can be customized by team, department or employee group. Standard fields on each template are limited to data contained within the Platform. 2. Create a draft Total Compensation Statement based branding and messaging provided by you. We will collect standard compensation data fields. 3. Provides data management to validate, merge, test, QA and upload your completed data into the statement. 4. Upon completion of a draft Total Compensation Statement, provide you with a proof for final approval. 5. Print and mail the statements to the required location(s). 6. Provide clear and open communication to the status of your project and timeline. | <ol style="list-style-type: none"> 1. Provide company information that includes: <ul style="list-style-type: none"> • Logo(s); • Brand Colors; • Summary Messaging; • Additional benefits to be included. 2. Assist with gathering required information and data to implement. If non-standard fields have been included in the scope of the project, you are responsible for collecting and providing non-standard data fields to us. 3. Within 2 rounds of revisions, work with us to test and approve the final design, data and copy of the Total Compensation Statements. 4. Signoff on the proofs and final versions prior to us printing the final statements. |