

Data Integration Acknowledgement

This Data Integration Acknowledgement (the "Acknowledgement") is incorporated into and made a part of the Order Form and is an integral part of the Agreement (which includes the Terms and Conditions) between Employer and isolved. The responsibilities of the Parties set forth in this Acknowledgement are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Acknowledgement and the Agreement, the Agreement controls.

The Parties agree to and acknowledge the following:

1. isolved will establish various methods for transferring Employer's data to and from isolved as may be reasonably required by isolved to perform the Services in connection with the Agreement. Employer shall use the method(s) established by isolved, which may include the use of third-party systems (the "Third-Party Systems") to integrate with, or otherwise transfer such data to or from the isolved Platform. Employer shall furnish such data in a timely manner as reasonably required by isolved to satisfy its obligations under the Agreement. isolved shall have no liability for issues that may arise as a result of Employer failing to timely provide isolved with required or inaccurate information. The data to be transferred to and from isolved using the Third-Party Systems includes, but is not limited to, metrics, aggregations, metadata, employee information, pay information, employee benefit information, or other sensitive information which can be highly confidential. This data may be shared as necessary with relevant requested third-parties to facilitate your Services through the Platform.
2. isolved makes no warranties, guarantees, or representations regarding any third-party's use, retention, or security of the shared data. isolved assumes no responsibility for any erroneous data a third-party may send to the isolved database on Employer's behalf, whether such errors were caused by Employer or the third-party.
3. Employer represents and warrants that any information it provides to isolved using a Third-Party System has been reviewed by Employer and is accurate.
4. isolved shall have no responsibility or obligation to review any such information provided by Employer using a Third-Party System, and isolved shall have no liability for any such inaccuracies or other issues that may arise as a result of Employer's use of such Third-Party System. isolved shall accept all data from Employer as-is and will assume that it is correct, complete, and accurate unless Employer notifies isolved of any such inaccuracies.
5. Employer agrees and acknowledges that it is responsible for ensuring that all data has been successfully transferred to isolved, and that it must notify isolved if such transfer of data failed or was incomplete or inaccurate.
6. Employer agrees and acknowledges that it assumes all responsibility and liability for its use of any Third-Party System to share data with isolved.
7. Employer acknowledges that it has or will obtain any required agreements with such third parties as necessary to use such Third-Party Systems to share data with isolved.