

## PPA Terms and Conditions

These PPA terms and conditions (the "Terms and Conditions") are incorporated into the PPA and are an integral part of the Agreement between Preferred Partner and isolved. Capitalized terms not otherwise defined herein are defined in the PPA.

### 1. Definitions.

- a. **Agents** are defined as affiliates under the control of Preferred Partner and for whom Preferred Partner indemnifies isolved under this Agreement who are empowered and under the direct supervision of Preferred Partner to assist Preferred Partner in activities described in this Agreement.
- b. **Direct Referrals** are prospective isolved clients referred by Preferred Partner that enter into an HCM Solutions and/or Benefit Services Solutions agreement with a term of twelve (12) months or greater with isolved, provided they are referred as follows:
  - (i) Preferred Partner identifies a prospective client for HCM Solutions and/or Benefit Services Solutions ("Prospect," as defined more fully in this Section);
  - (ii) Preferred Partner notifies an isolved sales representative about the Prospect (as defined in this Section);
  - (iii) An isolved HCM Solutions and/or Benefit Services Solutions sale occurs to that referred Prospect within six (6) months of the Referral; and
  - (iv) Preferred Partner may work with its Agents under the Program.
- c. **Direct Referral Client** is a party to an isolved service agreement derived from a Direct Referral.
- d. **Prospect** is defined as eligible (according to isolved Eligibility Requirements as described in Section 15 herein), ready, willing and able prospective Direct Referrals.
- e. **Referral** is defined as a Prospect about which Preferred Partner notifies isolved.
- f. **Revenue Share** is defined as remuneration to Preferred Partner for Direct Referrals, or as a discount given to a Direct Referral Client, as more fully described in Section 4.1 herein and in the relevant schedule(s) found in the PPA.

2. **Appointment.** isolved appoints Preferred Partner as a non-exclusive participant in the Program, pursuant to the Terms and Conditions hereof.

3. **Referrals.** Preferred Partner will refer Prospects to isolved for HCM Solutions and/or Benefit Services Solutions in the form of Direct Referrals, and in compliance with applicable laws and consistent with these Terms and Conditions of this Agreement.

4. **Preferred Partner Program.** As long as Preferred Partner meets the Program eligibility requirements, Preferred Partner will be eligible for the following:

- a. **Revenue Share.** As long as Preferred Partner meets the Yearly Minimum listed in Section 4.2 below, isolved shall EITHER pay Preferred Partner a percentage of isolved revenues collected from future Direct Referrals to isolved as Revenue Share in accordance with the terms of the PPA, OR isolved shall offer a certain percentage discount to the Direct Referral Client as may otherwise be agreed to by the Parties in the PPA. This Revenue Share will be paid quarterly, beginning in the month after the first payroll cycle, and continue for two (2) years (except when isolved is not paid costs, fees or other billed or charged amounts ("Fees") by a Direct Referral Client in accordance with the terms of the Direct Referral Client service agreement with isolved), or unless or until the Direct Referral Client(s) no longer uses isolved HCM Solutions and/or Benefit Services Solutions, or this Agreement is terminated, whichever occurs first. In any month wherein isolved is not paid Fees by the Direct Referral Client, isolved shall not owe to nor pay Preferred Partner a Revenue Share for that Direct Referral. For the avoidance of doubt, Revenue Share will only be paid to Preferred Partner on HCM Solutions and Benefit Services Solutions revenue to isolved from Direct Referrals, and not on isolved revenue from other products and services.

- b. Yearly Minimum. Preferred Partner will be evaluated on a calendar year basis to meet a minimum of \$25,000 in isolved HCM Solutions processing revenue per year ("**Yearly Minimum**"). If Preferred Partner fails to meet the Yearly Minimum, isolved reserves the right to remove the preferred status and access to the program and terminate this Agreement. isolved may choose to extend Preferred Partner's Agreement for up to two (2) 6-month periods if Preferred Partner fails to meet the Yearly Minimum, to allow for Preferred Partner to meet their Yearly Minimum. Preferred Partner will be subject to the Yearly Minimum only after having one (1) full calendar year under the terms of this Agreement. There is no Yearly Minimum requirement for isolved Benefit Services Solutions.
- c. Annual Rewards. Certain amounts shall be paid by isolved to certain preferred partners under the Program who, in the sole discretion of isolved, refer the most, in terms of revenue and/or prospects to isolved each fiscal calendar year. For each of isolved HCM Solutions and isolved Benefit Services Solutions, isolved shall provide an award in the form of a plaque and a \$5,000 check for the top preferred partner individual producer, a \$7,500 check for the top preferred partner office, and a \$10,000 check for the top preferred partner organization. These awards shall be paid annually in arrears, based on total revenue collected from Direct Referrals during each year. For the avoidance of doubt, Annual Award payments may be changed and values updated from time to time without prior notice to Preferred Partner.
- d. Dedicated Account Contact. isolved may provide a dedicated Preferred Partner Channel Sales Manager and Channel Marketing Manager or alternative contact for Preferred Partner.
- e. Dedicated Support Contact. isolved will provide Preferred Partners with direct access to a Partner Support team over and above the named support representatives mutual clients have access to.
- f. Marketing. isolved may provide assistance with marketing to support the Program and help generate demand within the Preferred Partner's client portfolio. Co-branded materials with Preferred Partner's name and logo may be requested and will be provided by isolved at the sole discretion of isolved. All marketing material creation and usage is subject to approval in advance by isolved.

**5. Preferred Partner and isolved agree as follows:**

- a. Business Planning. Every quarter, Preferred Partner will actively participate in a business planning session, conducted by the isolved Channel Manager (Sales and/or Marketing), to review the shared portfolio of Preferred Partner clients and identify opportunities to sell isolved HCM Solutions and/or Benefit Services Solutions and other isolved services to Preferred Partner clients and Prospects. This session will also include evaluations of the Preferred Partner's ability to meet the Yearly Minimum (isolved HCM Solutions only).
- b. Joint Marketing. Preferred Partner and isolved may develop a marketing strategy to ensure active promotion of isolved HCM Solutions and Benefit Services Solutions to Preferred Partner clients on a quarterly basis. This plan will be deployed within three (3) months of the effective date of this Agreement and will be reviewed quarterly.

**6. Term and Termination.** The term of this Agreement commences on the Effective Date of this Agreement and will continue for three (3) years unless terminated by either Party upon thirty (30) days advanced written notice. Upon termination of this Agreement, Revenue Share obligations shall continue until the earlier of (i) three years after the first payroll cycle for the applicable Direct Referral Client; or (ii) the applicable Direct Referral Client no longer uses the isolved HCM Solutions and/or Benefit Services Solutions.

**7. Use of Marks.** Preferred Partner acknowledges and agrees that the isolved marks ("Marks"), including but not limited to isolved®, and isolved® People Cloud™, all messaging and branding, in existence now or in the future (collectively the "**Branding**") related to isolved products and services are exclusively owned by isolved and isolved retains all right, title and interest in and to all of such proprietary information and grants no rights therein other than as expressly granted hereunder. All goodwill from the use of the isolved Marks will inure solely to isolved.

**8. Indemnification.**

- a. Preferred Partner Indemnity. Preferred Partner will indemnify, defend and hold harmless isolved, its directors, officers, employees, shareholders, members and affiliated companies (the "**isolved Indemnitees**") from and against any claim, action, proceeding, loss, expense or damage (including reasonable attorneys' fees) ("**Claims**") arising out of or related to: (i) any unauthorized representations or warranties made by Preferred Partner or its Agents regarding any isolved product or Service; (ii) any failure by Preferred Partner to comply with applicable laws; (iii) any allegations that Preferred Partner's data infringes or misappropriates a third

party's intellectual property or other rights; (iv) any breach by Preferred Partner of this Agreement or any action by isolved in reliance on any information or authorization provided to isolved by Preferred Partner; and (v) any claim brought against isolved by any employee or Agent of Preferred Partner, including resulting from Preferred Partner's breach of any obligation to such employee or Agent. Preferred Partner acknowledges and agrees that each Agent and employee of Preferred Partner is bound by the covenants and obligations of the Preferred Partner under this Agreement and Preferred Partner will cause all such Agents and employees to abide by such covenants and obligations. Notwithstanding anything contained herein or the fact that no Agents or employees of Preferred Partner are a signatory to this Agreement, Preferred Partner agrees that Preferred Partner will indemnify, defend and hold harmless, the isolved Indemnitees for any and all actions of its Agents or employees that would otherwise constitute a breach of this Agreement or obligation of any Agent or employee if such Agent or employee were signatory to this Agreement.

- b. isolved Indemnity. isolved will defend, indemnify, and hold Preferred Partner, its directors, officers, employees, shareholders, members, and affiliated companies (the "**Preferred Partner Indemnitees**") harmless from and against any Claims made or brought against Preferred Partner Indemnitees by a third party alleging that the use of the Service as contemplated hereunder infringes the U.S. intellectual property rights of a third party ("**IP Rights**"). THE PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF ISOLVED, AND THE EXCLUSIVE REMEDY OF PREFERRED PARTNER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT RIGHT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER IP RIGHT.
- c. Claims. Indemnified party will (i) promptly notify the indemnifying party of any Claim for which it believes it is entitled to indemnification, (ii) grant the indemnifying party sole control of the defense of such Claim (provided it agrees to be liable for such indemnity) and (iii) provide the indemnifying party with assistance reasonably necessary to perform the above. The indemnified party may, at its option and expense, be represented by separate counsel in any such action. No party entitled to indemnification hereunder will be subject to the terms of a settlement without such party's prior written consent.

9. **Representations and Warranties**. The Parties represent and warrant that they each (i) have the power and authority to execute and deliver this Agreement and to perform its obligations hereunder (ii) have duly executed and delivered this Agreement and (iii) assuming due execution by both Parties, this Agreement constitutes the legal, valid and binding obligation of the Parties enforceable against them in accordance with its terms. Each Party covenants that it will perform its obligations under this Agreement in accordance with all applicable laws.

#### 10. Confidentiality.

- a. Generally. Either Party hereto (a "**Disclosing Party**") may, from time to time during the Term, furnish or make available to the other party hereto (the "**Recipient**") certain Confidential Information (as defined below). The Recipient will not use or disclose Confidential Information except as necessary to perform its obligations hereunder and will take reasonable efforts to protect the Confidential Information of the other party and will not transmit, transfer, distribute or allow access to the Confidential Information to any third party, other than to third parties who have a need to know such Confidential Information in connection with the services that may be provided hereunder.
- b. Legally Compelled Disclosure. The Recipient will not be in breach of this Agreement by delivering some or all of the Confidential Information to a court, to law enforcement officials, and/or to governmental agencies, but only if it limits the disclosure to the minimum amount that will comply with applicable law (such as in response to a subpoena) or that is necessary to enforce its legal rights against the Disclosing Party. Unless prevented by law, the Recipient agrees to notify the Disclosing Party of any such legally required disclosure. If requested by the Disclosing Party, and if permitted by law, the Recipient will cooperate with the Disclosing Party, at the Disclosing Party's expense, in seeking to limit or eliminate legal requirements that compel disclosure, or in seeking confidential treatment thereof.

- c. Confidential Information Defined. "Confidential Information" means non-public information regarding a Party's business, including but not limited to sales and marketing plans and strategies, future product and service plans, price lists, financial and business information, trade secrets, customer lists, financial plans and data, balance sheet information, client information, hardware, software, or product information, including any and all software of isolved, non-public isolved product information, and the terms of the Agreement will be deemed Confidential Information; provided however, that the term Confidential Information will not include information which (a) becomes generally available to the public in any manner or form through no fault of the Recipient or its employees, independent contractors, Agents or representatives, (b) is independently known or developed by Recipient without benefit of the Confidential Information, (c) is rightfully received from another source on a non-confidential basis, (d) is released for disclosure with the Disclosing Party's prior written consent and (e) deidentified or aggregated information.
- 11. Publicity and Announcements.** Preferred Partner shall not, orally or in writing, publicly disclose or issue any press or make any other public statements, or otherwise communicate with the media, concerning the existence of this Agreement or the subject matter hereof, without the prior written approval of isolved, which shall not be unreasonably withheld or delayed, except to the extent that Preferred Partner, based on the reasonable advice of counsel, is required to make any public disclosure or filing with respect to the subject matter of this Agreement by applicable law.
- 12. Limitation of Liability.** ISOLVED WILL NOT BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGES SUFFERED OR INCURRED BY PREFERRED PARTNER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING LOST DATA, LOST BUSINESS OR PROFITS, AND INTERRUPTION OF BUSINESS), WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. THE AGGREGATE LIABILITY OF ISOLVED FOR ANY CLAIMS ARISING OUT OF THE AGREEMENT IS LIMITED TO THE TOTAL AMOUNT ACTUALLY PAYABLE TO PREFERRED PARTNER DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE.
- 13. Compliance.** Preferred Partner agrees and acknowledges that Preferred Partner, and not isolved, is responsible for its compliance with all applicable laws. Preferred Partner further agrees and acknowledges that isolved is not providing Preferred Partner with legal, regulatory compliance, or financial services.
- 14. Miscellaneous.**
- a. Entire Agreement. The Parties agree that all prior and contemporaneous understandings and agreements made or had between the Parties are superseded by this Agreement, which constitutes the complete and exclusive statement of the terms and conditions relating to the subject matter of this Agreement. This Agreement cannot be altered, amended, or modified except in writing executed by each Party. The waiver of, or failure to exercise, any right under this Agreement will not be deemed a waiver of any right hereunder, except to the extent in a writing executed by such Party. This Agreement may be executed in several counterparts, and by electronic or .pdf signature, each of which may be deemed an original, and all of which taken together will constitute one single agreement between the Parties.
- b. Modifications. These Terms and Conditions may be updated or modified from time to time by isolved.
- c. Illegality. If any term or provision of this Agreement is 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.
- d. Force Majeure. Any Party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligation hereunder as a result of an act of God, war, earthquake, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control.
- e. Relationship of the Parties. Preferred Partner is an independent contractor of isolved, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Preferred Partner and isolved for any purpose. Preferred Partner has no authority and shall not hold itself out as having any authority to bind isolved and Preferred Partner shall not make any agreements or representations on behalf of isolved without the prior written permission of isolved. Without limiting the above, Preferred Partner 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 isolved to its employees, and isolved 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 unemployment or disability, or

obtaining worker's compensation insurance on Preferred Partner's behalf. Preferred Partner shall be responsible for and shall indemnify isolved against all such taxes or contributions, including penalties and interest. Preferred Partner shall be solely responsible for all costs or expenses that it may incur in the performance of its activities under this Agreement. Any persons employed or engaged by Preferred Partner, including Agents, in connection with the performance of Preferred Partner's obligations hereunder shall be Preferred Partner's employees, contractors or Agents, and Preferred Partner shall be fully responsible for them and indemnify isolved against any claims made by or on behalf of any such employees, contractors or Agents.

- f. Assignment. isolved will have the right to assign its rights under this Agreement to any third party provided isolved gives written notice to Preferred Partner of such proposed assignment at least 60 days prior to such assignment taking effect. Preferred Partner may not assign any of its rights under this Agreement to any third party without the prior written consent of isolved. For purposes hereof, a change in control of more than 50% of Preferred Partner's equity ownership (or its parent corporation's ownership), whether by merger, sale of equity securities or otherwise, will constitute an assignment of this Agreement by Preferred Partner. isolved may assign any or all of its rights under this Agreement to any affiliate of isolved without prior notice. Nothing in this Agreement creates or will be deemed to create third party beneficiaries of or under this Agreement. isolved has no obligation to any third party (including, without limitation, Preferred Partner's Agents, employees and/or any taxing authorities) by virtue of this Agreement.
- g. Choice of Law. This Agreement and its subject matter will be construed and enforced in accordance with the laws of the State of North Carolina without regard for its choice of law provisions. The Parties agree to submit to the exclusive jurisdiction of the state or federal courts located in Mecklenburg County, North Carolina. In the event any proceedings, arbitration or legal action is brought by either Party against the other arising out of or in connection with this Agreement, the prevailing Party will be entitled to recover its costs and reasonable attorney's fees. If any provision of this Agreement is held invalid or unenforceable by any court or agency of competent jurisdiction, it will be severed, and the remaining terms of this Agreement shall remain in full force and effect.
- h. Notices. Any notice required or permitted to be given hereunder will be deemed given the day following the date of the postmark thereof if sent prepaid certified or registered mail, return receipt requested or by confirmed facsimile, or by commercial overnight delivery service. Until either Party advises the other Party of a change in how notices will be addressed, all notices pursuant to this Agreement will be addressed to the address of the Parties shown on the first page to this Agreement.

## 15. Eligibility Requirements.

- a. Eligibility Requirements for Prospects and Direct Referral Clients refers to actual and discretionary criteria that renders the provision of isolved HCM Solutions and/or Benefit Services Solutions to such clients possible, ethical and commercially reasonable. Certain service functions are available only for as long as such clients meet the isolved Eligibility Requirements. Those Eligibility Requirements include, but are not limited to:
  - (i) Direct Referral Clients are not seeking services outside the United States.
  - (ii) Users are not outside the United States.
  - (iii) Neither Direct Referral Clients nor their affiliates are engaged, directly or indirectly, in a business, enterprise or other acts or omissions that would limit banking or other regulated service part of or ancillary to the isolved services described in any applicable Direct Referral Client service agreement. Such businesses or enterprises may include, but are not limited to, cannabis related businesses (also known as "CRB") or certain gambling.
  - (iv) Neither Direct Referral Clients nor their affiliates are engaged in a business, enterprise or other acts or omissions that might jeopardize relationships isolved has with third parties. Such activities could include, but are not limited to, criminal enterprises, which could result in loss of business to isolved, irreparable reputational harm to isolved or loss of critical vendor relationships.
- b. Should the nature or any specific aspect of these Eligibility Requirements materially change, isolved will inform Preferred Partner as soon as practicable. For the avoidance of doubt, Eligibility Requirements may be updated without prior notice to Preferred Partner.