

# Terms and Conditions

These Terms and Conditions (“Terms and Conditions”) are incorporated into the Order Form(s) (the “Order Form”) and are an integral part of the Agreement between Employer and isolved. The Version of the Terms and Conditions applicable to the Agreement is identified on the Order Form.

1. Definitions: Capitalized terms not otherwise defined herein are defined in Exhibit A.
2. Services; Access Rights.
  21. Services. On a non-exclusive basis, isolved shall provide the Services to Employer for the applicable Subscription Term, subject to the Terms and Conditions herein and in the Documentation.
  22. Access Rights.
    - a. To the extent isolved determines necessary for provision of the Services, isolved grants to Employer a non-transferable, non-exclusive and revocable subscription right, without the right to grant sublicenses, to access the features and functions of the Software applicable to the Services during the Subscription Term for such Services. Access to and use of the Software by Employer is limited solely to use of the Services for processing internal data of Employer and its Affiliates. Employer will access and use the Software in accordance with the Documentation and such other instructions and policies established by isolved, in each case as in effect from time to time.
    - b. Employer shall not, and shall not permit any other person to, access or use the Services except as expressly permitted in the Documentation and, in the case of Third-Party Materials, the applicable third-party license or service agreement. For purposes of clarity and without limiting the generality of the foregoing, Employer shall not, and will cause the Users to, without the prior consent of isolved or except as this Agreement expressly permits: (i) resell, sublicense, lease, time-share or otherwise make the Service available to any third party (other than Employer Affiliates as expressly permitted in the Documentation); (ii) send or store infringing or unlawful material; (iii) send or store Malicious Code; (iv) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Service or the data contained therein; (v) permit access to the Service by a Direct Competitor of isolved, or access the Service for the purpose of building a competitive product, service or user interface; (vi) use the Service, or permit it to be used, for purposes of product evaluation, benchmarking or other comparative analysis intended for publication; (vii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Service is compiled or interpreted, and Employer acknowledges that nothing in the Agreement will be construed to grant Employer any right to obtain or use such source code; or (viii) copy or modify any component or feature of the Software or the Documentation, or create any derivative work from any of the foregoing.
    - c. The Parties acknowledge and agree that the Agreement contemplates access and user rights with respect to the Service and no software is being provided and no licenses with regard to any software are being granted under the Agreement. Employer acknowledges that there are no licenses granted by implication under the Agreement. isolved reserves all rights that are not expressly granted.
    - d. Employer acknowledges that, as between the Parties hereto, isolved owns all intellectual property rights and proprietary interests that are embodied in, or practiced by, the Service and the Documentation.
  23. Service Changes. isolved reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful: (a) to maintain or enhance: (i) the quality or delivery of isolved services to its customers; (ii) the competitive strength of or market for isolved services; or (iii) the Services' cost efficiency or performance; (b) in the event of product unavailability, end-of-life, or changes to software requirements; or (c) to comply with applicable Law. Any reduction in quantity of employees, use of services or any other changes to the Services by Employer shall not reduce the Fees unless agreed to in writing by isolved, at the sole discretion of isolved. No requested changes will be effective unless and until memorialized in a written change order signed by both Parties.

### 3. Subscription Term & Termination.

- 3.1. Term of Agreement. The Agreement shall become effective on the "Effective Date" and shall continue until the expiration of the Initial Term set forth in the Order Form (or if no Initial Term is listed, the third anniversary of the Effective Date) (the "Initial Term"); provided that the Agreement shall automatically renew annually for separate but successive one (1) year terms (each a "Renewal Term," and together with the Initial Term, the "Subscription Term"), unless and until terminated as follows:
- (a) at the end of the Initial Term or any Renewal Term by either Party upon written notice to the other Party received not less than sixty (60) days prior to the expiration thereof;
  - (b) by either Party for material breach after providing thirty (30) days prior written notice to the other Party of a material breach of the Agreement by the other Party, which shall state with specificity the alleged material breach and allow for the thirty (30) days to cure, and only if such breach remains uncured at the expiration of such period;
  - (c) by isolved if (i) Employer fails to timely pay any Fees or other amounts due to isolved under the Agreement and such failure continues for five (5) business days after isolved notifies Employer in writing of its intent to terminate as a result thereof, or (ii) Employer's right to receive any Services subscribed to by Employer are suspended (each a "Suspension of Service") due to Employer's failure to meet the eligibility requirements for such Services set forth in the Documentation, including the Eligibility Requirements in Exhibit B hereto and such Suspension of Service (A) continues for a period of more than thirty (30) consecutive days or (B) if Suspension of Service is cured within such period, a Suspension of Service occurs more than once in any twelve (12) month period.
- 3.2 Suspension of Service. isolved may suspend, terminate, or otherwise deny Employer's, any User's, or any other person's access to or use of all or any part of the Services or related materials, without incurring any resulting obligation or liability, if: (a) isolved receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires isolved to do so; or (b) isolved believes, in its good faith and reasonable discretion, that: (i) Employer or any User has failed to comply with any material term of the Agreement, or accessed or used the Services beyond the scope of the rights granted, for a purpose not authorized under the Documentation or in any manner that does not comply with any instruction or requirement of any Service specifications (in which case, isolved shall provide reasonable advanced notice to Employer of the suspension, termination or denial of access); (ii) Employer or any User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iii) this Agreement expires or is terminated. This Section 3.2 does not limit any isolved rights or remedies, whether at law, in equity, under the Documentation.
- 3.3. Early Termination with Fee. In addition to the rights set forth in Section 3.1 and provided Employer is then in good standing and otherwise not in default of this Agreement or any other agreements with isolved, Employer may terminate the Agreement at any time after the first year of the Initial Term, upon thirty (30) days written notice and payment of the remaining contract balance as identified on the applicable order form ("Early Termination Fee"). For the avoidance of doubt the Early Termination Fee shall not be payable if Employer terminates the Agreement by delivery of a notice of nonrenewal pursuant to Section 3.1(a) or in connection with an uncured, material breach of this Agreement by isolved pursuant to Section 3.1(b) hereof. The Early Termination Fee shall be invoiced to Employer in one (1) lump sum and shall become due and payable via ACH from Employer's account, wire transfer, or check, no earlier than the third business day after the date of invoice. The Parties acknowledge and agree that the Fees being agreed to under this Agreement are based on the number of anticipated employees of Employer processed using the Services for the duration of the Subscription Term and that isolved would suffer damages caused by Employer's termination of the Agreement or discontinuance of use of the Services prior to the end of the Subscription Term, which otherwise would be difficult to accurately estimate. As a result, the Early Termination Fee shall also be payable upon written notice from isolved, if Employer discontinues use of the Service for its (or its Affiliates that receive Services) employees during the Subscription Term and such discontinued use continues for a period of thirty (30) consecutive days after receipt of such written notice. The Parties further agree that the Early Termination Fee is a reasonable estimate of the anticipated or actual harm that might arise from Employer's early termination of this Agreement or use of the Service. The Parties further acknowledge and agree that the Early Termination Fee constitutes compensation, and not a penalty.
- 3.4. Survival. In the event of termination of the Agreement for any reason, this Section 3.3 (Survival), Section 5 (Representations, Warranties, and Disclaimers), Section 6.1 (Marks), Section 7 (Fees & Additional Products), Section 8 (Indemnification), Section 9 (Confidentiality and Data Privacy), Section 10 (Limitation of Liability), Section 11 (Miscellaneous), and any other terms that pursuant to their terms survive the

termination of the Agreement, will survive termination of this Agreement.

#### 4. Additional Service Terms.

- 4.1. **Accuracy of Employer Information and Review of Data.** Employer acknowledges that the Services will be provided based upon timely information provided to isolved by Employer and its Users either through the Software or otherwise. Employer understands the timely and accurate performance of the Services is contingent upon adherence by Employer to the isolved ACH and applicable statutory print deadlines as may exist from time to time. The Software makes available to Employer and isolved may deliver to Employer or its Affiliates deliverables in the form of reports (including, to the extent applicable, payroll reports, employee earnings statements, deduction disbursement records and benefits reports) (collectively "Reports"). Employer agrees to promptly review all Reports and timely notify isolved of any irregularities, errors or incorrect information. Employer acknowledges that certain Reports are used by isolved as the basis for initiating wires (including payroll and tax filing) and timely notice to isolved may mean notice within twenty-four (24) hours of User's submission of applicable information to the Software or isolved (depending on the date of submission and wiring deadlines) may be necessary. isolved is not responsible or liable for any delays or failures of performance or the Services caused in whole or part by Employer's or its User's delay in performing or failure to perform any of its obligations under this Agreement, including Employer's or its User's failure to adhere to deadlines. ("Employer Failure").
- 4.2. **Employer's Use of the Service Regarding Compliance with Laws.** As between Employer and isolved, Employer (and not isolved) will be responsible for Employer's compliance with all applicable Law related to the operation of Employer's business, including as it may relate to privacy and security laws; or data, information or records (including where relevant to the Services protection of biometric data or information) under the direct or indirect control of Employer or its Affiliates, as well as wage and related tax laws. Employer will not rely solely on use of the Service to comply with the Law. Employer shall not transmit, and it shall not cause any User or Affiliate to transmit to isolved any information, including personal information, of any individual who is a resident of the European Union, or that would subject isolved to the laws of a jurisdiction other than the United States.
- 4.3. **Fraudulent Activity.** Employer acknowledges and agrees that it (and not isolved) is responsible for the security and privacy of its systems and assets, including bank and financial services accounts, email accounts, isolved account accessed by any User, Affiliate or Agent and Employer's databases. For the avoidance of doubt, isolved is not responsible for any unlawful acts or omissions of Employer, its Users or Affiliates. isolved will not be liable for any criminal or other unlawful activity originating with or derived from Employer's systems, isolved account access credentials, premises, property or databases, including but not limited to: fraud (including but not limited to fraudulent or fraudulently induced instructions to isolved or any third party relative to the Services), acts of deception, impersonation, identity or other theft, larceny, embezzlement, forgery, money laundering, computer or software hacking, viruses or Malware, or phishing.
- 4.4. **Data Integration.** See Data Integration Acknowledgement, attached hereto as an exhibit, if applicable.
- 4.5. **Employer Systems and Cooperation.** Employer shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the Documentation all Employer systems on or through which the Services are accessed or used; (b) provide isolved personnel with such access to Employer's premises and Employer systems as is necessary for isolved to perform the Services in accordance with the Documentation; and (c) provide all cooperation and assistance as isolved may reasonably request to enable isolved to exercise its rights and perform its obligations under and in connection with this Agreement.
- 4.6. **Employer Control and Responsibility.** Employer has and will retain sole responsibility for: (a) all Employer data not under the exclusive control of isolved, including Confidential Information or other information protected by law, as well as the content and use of such data; (b) all information, instructions, and materials provided by or on behalf of Employer or any User in connection with the Services; (c) Employer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Employer, through an Affiliate or through a third-party ("Employer Systems"); (d) the security and use of Employer's and its Users' access credentials; and (e) all access to and use of the Services in Employer's instance of the Software, including isolved materials accessed directly or indirectly by or through the Employer Systems or its or its Users' access credentials, with or without Employer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.
- 4.7. **Employer Access and Security.** Employer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the

distribution and use of all access credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Employer Data, including the uploading or other provision of Employer data for provision of the Services.

## 5. Representations, Warranties, and Disclaimers.

51. Mutual Representations and Warranties. Each Party represents and warrants to the other, that such Party has the power and authority to execute and deliver the Agreement and to perform its obligations under the Agreement, has duly executed and delivered the Agreement and that assuming due execution by the other Party, the Agreement constitutes the legal, valid and binding obligation of such Party enforceable against it in accordance with its terms.
52. Isolved Warranties and Disclaimer. Isolved warrants that it shall perform the Services (a) in substantial compliance with the Documentation; (b) using personnel of industry standard skill, experience and qualifications; and (c) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services. ISOLVED MAKES NO REPRESENTATIONS OR WARRANTIES RELATIVE TO ANY THIRD PARTY INCLUDING ANY SERVICE PROVIDER. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, THE DOCUMENTATION, AND ALL SERVICES PERFORMED BY ISOLVED UNDER THE AGREEMENT ARE PROVIDED "AS IS," AND ISOLVED HEREBY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE INCLUDING COMPLIANCE WITH ANY LAW OR GOVERNMENTAL REGULATION AND ISOLVED DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.
53. Additional Disclaimers. Employer acknowledges and agrees that (a) isolved is not providing legal, financial, investment, benefits, or tax advice to Employer and Employer acknowledges it is solely responsible for the timely filing of all payroll and other tax returns and the timely payment of all payroll and other taxes for its employees; (b) certain Services may be provided by third parties, other than isolved and its Affiliates, and isolved will not be liable for Services provided by any such third parties that Employer directly contracts with or otherwise consents to receive for such or such portion of the Services; and (c) certain Services require certain power of attorney, ACH or other authorizations of Employer in favor of isolved and its Affiliates and the execution and delivery of such will be a condition to any isolved obligation to provide such Services. Employer acknowledges it, and not isolved, is responsible for receiving direct deposit authorization from its Employees and agrees to obtain such authorization from its Employees, and Employer agrees to produce for inspection by isolved any such authorizations upon reasonable request by isolved.
54. Insurance.
  - a. Employer shall during the Subscription Term maintain errors and omissions, crime, cyber and general liability insurance in the aggregate amount of at least one million dollars (\$1,000,000). Upon the reasonable request of isolved, Employer shall provide a certificate of insurance evidencing such insurance to isolved.
  - b. Isolved shall carry, for the Subscription Term, the following insurance coverages (i) employer liability insurance of at least one million dollars (\$1,000,000), (ii) commercial general liability insurance of at least one million dollars (\$1,000,000) per occurrence, and at least two million dollars (\$2,000,000) in the aggregate and (iii) errors and omissions coverage (including coverage for cyber liability) of at least five million dollars (\$5,000,000) in the aggregate. Upon the reasonable request of Employer, isolved shall provide a certificate of insurance evidencing such insurance to isolved.
  - c. Insurance companies providing coverage under this Agreement must be rated by A.M. Best with at least an A rating.
- 5.5 OFAC and isolved's KYC process. Employer acknowledges that isolved must conduct and verify Employer's identity to comply with their Know Your Customer ("KYC") requirements. Employer agrees to disclose any and all information to isolved upon their reasonable request for KYC purposes. Employer agrees that isolved may terminate this Agreement immediately (without any refund or credit for payments made) if Employer fails to disclose, provides inaccurate information, or does not satisfy the isolved KYC validation.

## 6. Intellectual Property.

61. Marks. Each Party acknowledges and agrees that the Marks of the other Party and its Affiliates (including, but not limited to, with respect to isolved, isolved® and all messaging and branding, in existence now or in

the future, related to the Services) are exclusively owned by such other Party and such other Party retains all right, title and interest in and to all proprietary rights in such Marks and grants no rights therein other than as expressly granted under the Agreement. Each Party grants to the other Party a revocable, non-exclusive, nontransferable, royalty-free license, with no right to sublicense, to use such Party's Marks for the sole purpose of providing the Service, marketing and selling access to the Services (including to employees of Employer and other third parties, which rights expressly permit isolved to list Employer's logos and information on its website) provided, that such use is in conformance with such Party's trademark and branding policies in place from time to time (which each Party agrees to make available upon request). All goodwill from the use of a Party's Marks will inure solely to such Party.

## 7. Fees & Additional Products.

### 7.1. Fees.

- a. Generally. Employer will timely pay any and all Fees, plus any applicable taxes, calculated in accordance with the applicable Order Form, Statement of Work, Additional Fees or other terms as applicable, or as otherwise agreed upon by the Parties from time to time. isolved may increase Fees after the first twelve (12) months of the Initial Term.
- b. Implementation Fees. Employer agrees to pay fifty percent (50%) of the implementation fees via ACH or wire within ten (10) business days of signing this Agreement and prior to the start of implementation, and implementation shall only begin once those funds have cleared the isolved bank account. Any remaining implementation fees shall be due upon the availability of Services, or thirty (30) days from the Effective Date, whichever is sooner.
- c. Unless specifically set forth otherwise in the Order Form or Statement of Work, Employer authorizes isolved to withdraw via bank draft the amount due on all invoices on or after the due date set forth on such invoice. Without limiting the foregoing, isolved, in its sole discretion, may instead choose to invoice Employer on a monthly basis for all Fees accrued during the preceding month, and the amounts due under such invoice shall be payable by Employer within thirty (30) days after receiving such invoice. Employer acknowledges that certain invoices may be delivered by making them available to Employer via the Software. Upon written notice to the Employer, isolved may charge Employer interest at the rate of 1.5% per month (or the maximum allowed by law if less) on any past due amounts from the due date thereof until the payment date. Fees do not include taxes related to the Services which are the sole obligation of Employer (other than income taxes applicable to isolved related to receipt of the Fees).
- d. Credit Card Payments. In its sole discretion, isolved may accept credit card payments for some of its provided services. Employer agrees that isolved shall charge an extra 3-6% for payments made by credit card.

### 7.2. Additional Fees and Expenses.

- a. Additional Fees. Employer agrees to pay to isolved any additional fees ("Additional Fees") in accordance with the isolved published Additional Fee Schedule in effect as of the date such Additional Fee is incurred. Additional Fees may include, but are not limited to, fees for non-sufficient funds in an Employer account (NSF), Notification of Change (NOC) charges, wiring fees, stop payment/void check fees, check shipping fees, Employer account changes, signature or logo change fee, late payroll submission fee, zero quarterly report fees, and missing or applied for tax identification numbers.

- 7.3. Expenses. Employer shall reimburse isolved (in the month immediately following the month in which the applicable Fees and expenses are incurred) for all reasonable fees and expenses incurred by isolved pursuant to the isolved Travel and Expense policy, in effect from time to time. Under all possible circumstances, isolved will obtain advanced consent from Employer before incurring any Expenses.

- 7.4. Invoice Review. Employer agrees and acknowledges that it is its responsibility to access and review its invoices as provided through the isolved platform. Employer must notify isolved of any disputed invoice or discrepancy with charges within thirty (30) calendar days of the invoice date. Employer waives its right to dispute an invoice if it does not notify isolved within such time.

## 8. Indemnification.

- 8.1. Employer Indemnity. Employer will indemnify, defend and hold harmless the isolved and its directors, officers, employees, shareholders, members and Affiliates from and against any claim, action, proceeding, loss, expense or damage (including reasonable attorneys' fees) ("Claims") alleged to arise out of or related to any of the following acts or omissions of the Employer: (i) any misrepresentations, unauthorized representations or unauthorized warranties made by the Employer or its Affiliates or Users

regarding the Services; (ii) any failure by the Employer, its Users or Affiliates to comply with applicable Law, including but not limited to privacy and security laws; (iii) any Claims (as defined below), related to biometric information including but not limited to Claims related to the improper or unlawful collection, use, storage or disposal of biometric or other protected information (iv) allegations that the Employer's data infringes or misappropriates a third party's intellectual property or other rights; (v) any breach of any warranty or obligation of this Agreement; (vi) any personal injury or property damage caused by the Employer; (viii) gross negligence or more culpable act or omission (including recklessness, willful misconduct or fraud) by the Employer, any User, or any third party on behalf of Employer or any User, (ix) violations of Sections 4.2 (Employer Use of the Service Regarding Compliance with Laws) and 4.3 (Fraudulent Activity) in connection with this Agreement. Each Party acknowledges and agrees that it shall be liable for any act or omission of any of its Affiliates (or Affiliates' employees, representatives or Users) that if taken by such Party would constitute a breach of the Agreement and that such Party shall take any and all reasonable actions to cause such Affiliates to comply with the covenants and obligations of the Agreement.

82. **Isolved Indemnity.** Isolved will defend, indemnify, and hold Employer, its directors, officers, employees, shareholders, members, and affiliated companies (the "Employer Indemnitees") harmless from and against any Claims made or brought against Employer Indemnitees by a third party alleging that the use of any Isolved Software or the Services as contemplated under the Agreement and in the applicable Documentation infringes on the U. S. intellectual property rights of a third party ("IP Rights"). Isolved may, at its sole option and expense: (a) procure for Employer the right to continue using the Service under the terms of the Agreement; or (b) replace or modify the Service to be non-infringing without material decrease in functionality. If Isolved determines that neither (a) or (b) are practical, then Isolved may terminate the subscription and access to the affected portion of the Software or Services and refund to Employer the unused portion of the prepaid fees for the affected portion of the Software or Services as of the effective date of termination. Notwithstanding the provisions of this Section 8.2, Isolved assumes no liability for infringement claims arising from (w) the combination of any Software or Services with products not provided by Isolved, (x) any modification to the Isolved Software or Services unless such modification was made by Isolved or at the written direction of Isolved, (y) compliance with Employer's design requirements or specifications, or (z) use of the Software or Service not in accordance with the applicable Documentation. THE PROVISIONS OF THIS SECTION 8.2 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF ISOLVED, AND THE EXCLUSIVE REMEDY OF EMPLOYER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT RIGHT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER IP RIGHT.
83. **Claims.** The indemnified party will: (a) promptly notify the indemnifying party of any Claim for which it believes it is entitled to indemnification; (b) grant the indemnifying party sole control of the defense of such Claim (provided it agrees to be liable for such indemnity); and (c) 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. Confidentiality.

91. **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 a condition to being provided access to Confidential Information, the Receiving Party shall: (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) except as may be permitted by and subject to its compliance with legally compelled disclosure as described in Section 9.2, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations

under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section and (iii) are bound by confidentiality and restricted use covenants at least as protective of the Confidential Information as the terms set forth herein; (c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similar sensitive information and in no event less than a commercially reasonable degree of care; and (d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and use its best efforts to cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and (e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases

to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

92. Legally Compelled Disclosure. A Party (the "Compelled Party") will not be in breach of the Agreement by delivering some or all of the Confidential Information or Personal Information of the other Party to a court, law enforcement officials, governmental agencies or other third parties as may be required by law. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 9.1; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 9.2 the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.
- 9.2. Prior Non-Disclosure Agreement. Any existing non-disclosure agreement entered into by the Parties is hereby superseded and replaced by the terms in this Section 9, which will govern all disclosures and exchanges of Confidential Information made by the Parties previously under this Agreement.
- 9.3. Data Privacy. Isolved shall protect all Personal Information of Employer and its Users input or submitted into the Service, except information input or submitted into community locations or folders under Employer's or a User's control, using the same degree of care it uses to protect its own Confidential Information and in compliance with the Isolved Data Security Addendum, incorporated hereto as Exhibit C.
- 9.4. Equitable Relief. Each Party agrees that a breach of its obligations in this Section 9 may cause the other harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach, the other Party is entitled to seek equitable relief, including injunctive relief, in addition to any other remedy available at law or in equity, subject to any express exclusions or limitation in the Agreement.
- 9.5. State-Specific Privacy Provisions – See State-Specific Addendum at Exhibit E.

## 10. Limitation of Damages and Liability.

101. No Consequential or Indirect Damages. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENTS UNDER THIS AGREEMENT OR LOSSES RELATED TO CIRCUMSTANCES DESCRIBED IN SECTION 4.3, IN NO EVENT SHALL EITHER PARTY, ITS REPRESENTATIVES OR AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES OR LOST PROFITS OR REVENUES, INTERRUPTION OF BUSINESS, LOST DATA, OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. ISOLVED SHALL NOT BE LIABLE DIRECTLY OR INDIRECTLY FOR ANY EMPLOYER FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT.
102. Limitation of Liability. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENTS UNDER THIS AGREEMENT, LOSSES RELATED TO CIRCUMSTANCES DESCRIBED IN SECTION 4.3, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT ACTUALLY PAID BY THE EMPLOYER UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

## 11. Miscellaneous

- 11.1. Entire Agreement. The Parties agree that the Agreement, together with the Order Form and any exhibits, schedules or attachments thereto, made between Employer and Isolved whether by execution of such documents by both Parties or incorporated by reference, as amended from time to time consistent with the terms thereof, constitutes the complete and exclusive understanding and statement of the terms and conditions relating to the Services, and constitute one single agreement between the Parties. If any conflict exists between these Terms and Conditions and the Order Form, the Order Form shall control. This Agreement cannot be altered, amended or modified except in

writing executed by each Party. The waiver of, or failure to exercise any rights under the Agreement will not be deemed a waiver of any right under the Agreement, except to the extent in a writing executed by such Party.

- 11.2. If any provision of the Agreement is held invalid or unenforceable by any court or agency of competent jurisdiction, it will be severed, and the remaining terms of the Agreement shall remain in full force and effect.
- 11.3. Choice of Law. The 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. Any dispute must be litigated in the state or federal courts located in Mecklenburg County, North Carolina to whose exclusive jurisdiction the Parties hereby consent. For purposes of establishing jurisdiction in North Carolina under this Agreement, each Party hereby waives, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of the court; (ii) it is immune from any legal process with respect to it or its property; and (iii) any suit, action or proceeding is brought in an inconvenient forum. In the event any proceedings, or legal action is brought by either Party against the other arising out of or in connection with the Agreement, the prevailing Party will be entitled to recover its costs and reasonable attorney's fees. Each Party waives its right to a trial by jury for all matters or disputes arising from this Agreement.
- 11.4. Assignment. isolved will have the right to assign its rights under this Agreement to any third party provided isolved gives notice to Employer of such assignment within sixty (60) days of such assignment. isolved may assign any or all of its rights under this Agreement or delegate its obligations, in whole or in part, to any Affiliate of isolved without notice. Employer may not assign any of its rights under this Agreement or delegate any of its obligations to any third party without the prior written consent of isolved, which consent shall not be unreasonably withheld, conditioned, or delayed. For purposes hereof, a change in control of more than fifty percent (50%) of Employer's ownership (or its parent company's ownership), whether by merger, sale of equity securities or otherwise, will constitute an assignment of this Agreement by Employer. isolved has no obligation to any third party (including, without limitation, Employer's employees and/or any taxing authorities) by virtue of this Agreement. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating Party of any of its obligations hereunder unless the non-assigning or non-delegating Party enters a novation releasing the assigning or delegating Party of its obligation under the Agreement.
- 11.5. Relationship of Parties. isolved is an independent contractor and not an employee, partner or agent of Employer, and the employees of Employer are not entitled to any of the benefits of employment granted by isolved to its own employees. Neither Party will have any authority to enter into any contract or other agreement on behalf of the other Party. Nothing in the Agreement creates or will be deemed to create third party beneficiaries of or under the Agreement. isolved has no obligation to any third party (including, without limitation, Employer's employees and/or any taxing authorities) by virtue of this Agreement or provision of the Services.
- 11.6. Force Majeure. Any Party hereto will be excused from performance under the Agreement for any period of time that the Party is prevented from performing its obligations under the Agreement as a result of an act of God, war, pandemic, earthquake, civil disobedience, court order, criminal acts, distributed denial of service attacks, utility or communication failures, labor dispute, or other cause beyond the Party's reasonable control. In the event of a change to any Law affecting the Services, notwithstanding Section 2.3, isolved may modify the Services (the "Modified Services") to the extent reasonably necessary to address such changes upon reasonable prior notice to Employer (which may include adjustment to the Service Fees applicable to the Service); provided, that Employer shall have the right, without it constituting a breach of this Agreement, to terminate the Modified Service(s), by delivery of written notice to isolved within thirty (30) days of the date that Employer receives notice of such Modified Services, with such termination to be effective thirty (30) days after delivery of such termination notice and, unless it would constitute a violation of the Law, during such period the Service Fees shall remain unchanged.
- 11.7. Notices. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party at its address set forth on the Order Form. Each Party shall deliver all Notices by personal delivery, nationally recognized over-night courier (with all fees prepaid), email (in each case, with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, Notice is effective only (a) upon receipt by the receiving Party and (b) if the Party giving the Notice complied with the requirements of this Section. For the avoidance of doubt, all notices required or permitted under this Agreement shall be sent to isolved as follows: TO: isolved inc.: 11215 N. Community House Rd. Suite 800 Charlotte, NC 28277 Attn: Chief Legal Officer. Email



address for Notices: legal@isolvedhcm.com

- 11.8. Administrative Corrections. To the extent that such actions do not materially impact the terms of the Agreement or the intentions of the Parties at the time the Agreement or any Documentation associated therewith was executed, the Parties agree to cooperate with each other to correct any typographical, clerical or scrivener's error or omissions in the contents of the Documentation. The Parties agree that such corrections are intended solely to address minor errors understood by both Parties as such, and that any correction of same shall not constitute a reformation or formal amendment of the Agreement but will be acknowledged in writing by both Parties. The Parties agree that nothing in this Section shall modify Employer's obligations in any other Section of this Agreement.
- 11.9. Further Assurance. (a) Each of the Parties hereto shall use commercially reasonable efforts to, and shall cause its respective Affiliates to use their commercially reasonable efforts to, from time to time at the request of the other Party, without any additional consideration, furnish the other Party such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions, as may be reasonably necessary or appropriate in the opinion of counsel to the requesting Party to carry out the provisions of this Agreement. (b) On an annual basis and whenever reasonable grounds for insecurity arises with respect to representations herein made by Employer or related to any of its employees, vendors or Affiliates, isolved may in writing demand adequate assurance of compliance with the Law and eligibility of Users, proof of any authorizations necessary for the lawful provision by isolved of the Services, and until such assurance is received by isolved, it may, if commercially reasonable, suspend its performance hereunder, and such suspension shall not be considered a breach by isolved of this Agreement.

## Exhibit A

### Definitions

“Additional Fees” means fees, in addition to those on the Order Form, for which isolved may charge Employer based on additional costs to isolved caused by Employer. Additional Fees include Non-Sufficient Fund Fees (“NSF”) resulting from Employer’s overdrawn or underfunded bank account, Notification of Change (“NOC”) charges imposed for the change (by Employer) of information related to Employer’s account, wiring fees, stop payment/void check fees, check shipping fees, Employer account changes, signature or logo change fee, late payroll submission fee, zero quarterly report fees, and missing or applied for tax identification numbers. The then current isolved Additional Fees schedule is available upon request.

“Agent” means a person empowered by applicable law to act on behalf of a Party. Agent may also be a Contact or administrator of a Client/Employer/Company account.

“Affiliate” means, when used with respect to a Party, any partnership, corporation, limited liability company or other legal entity that either directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the specified Party. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Party, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” means these Terms and Conditions, together with the Order Form and any associated Exhibits and Addenda, including but not limited to any Service Summary, Service Terms, Statements of Work, inclusive of the exhibits or schedules thereto, made between Employer and isolved whether by execution of such document by both Parties or incorporated by reference, as amended from time to time consistent with the terms thereof. The Agreement is part of the Documentation.

“Client” or “Employer” refers to the Customer subscribing to the Services and a Party to this Agreement, who will be in receipt of the Services identified in the Agreement and Documentation.

“Company” refers to Client or Employer entity or entities, which will be in receipt of the Services identified in the Agreement and Documentation, on behalf of which Contacts or Agents as identified in the Documentation act.

“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, customer 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) constitutes Personal Information input or submitted by Employer or any User in locations within the Service under Employer or User control, including community locations and folders, (b) 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, (c) is independently known or developed by Recipient without benefit of the Confidential Information, (d) is rightfully received from another source on a non-confidential basis, (e) is released for disclosure with the Disclosing Party’s prior written consent and (f) deidentified or aggregated information. Confidential Information includes any SOC audit documentation provided pursuant to the Documentation.

“Customer” or “customer” means the counterparty to an Agreement or Documentation with isolved. See also definition for Client or Employer herein.

“Direct Competitor” means a third party (other than an Affiliate of Employer) that is engaged in the business of providing human capital management services or solutions to employers, including but not limited to payroll, tax filing, COBRA or other benefit administration services.

“Documentation” means all documentation capturing how the Parties intend for the Services to be provided. It includes the Agreement, the Order Form, authorizations, Implementation Guide/Kit, diligence documents, and schedules or addenda that contain terms, conditions, covenants, representations or manifestations of the understanding between the Parties for the provision of the Services.

“Effective Date” means the date the Order Form is executed by Employer and isolved or, if stated, such other start date or effective date stated in the Order Form.

“Employees” means employees, contractors, consultants or other individuals, end users or Users of Services as provided to Employer and related to this Agreement and the Documentation.

“Equipment” refers to any hardware or device provided by isolved to Employer for use relative to the Services, including but not limited to, time clocks.

“Fees” means, collectively, any Service Fees, Additional Fees, or any other fees due under the Agreement.

“Information Security Incident” means confirmed unauthorized access to and acquisition of unencrypted or unredacted Personal Information provided by Employer in connection with the Services and while in the possession of isolved during the Term of this Agreement and as determined by applicable law.

“isolved” means the isolved entity that executed the Agreement.

“isolved Data Security Addendum” means the isolved Data Security Addendum available as an exhibit hereto where applicable.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

“Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“Marks” means a Party’s names, trademarks, service marks, trade dresses, tradenames, brand names, designs, logos or corporate names, whether registered or unregistered, and all goodwill associated therewith.

“Parties” means collectively Employer and isolved, and each is a “Party.”

“Personal Information” means information that identifies a particular individual and the storage, use and protection of such information is defined by applicable law. “Personal Information” does not include encrypted, deidentified or aggregated information.

“Service” or “Services” means the services and functionalities provided by isolved to its customers through the hosted, on-demand, cloud-based isolved® platform, as provided in the Documentation, and including any and all updates thereto from time to time.

“Software” means any software program(s) through which the Service will be provided.

“Statement of Work” means any Statement of Work between Employer and isolved, setting forth in detail the work, services, and deliverables to be provided by isolved in respect of any professional services work. Not all Agreements will include a Statement of Work.

“Users” means Employer’s Employees, agents, contractors, consultants or other individuals who reasonably have a need to access the Service and are authorized by Employer (subject to approval by isolved) to use the Service on Employer’s behalf.

“Version” isolved updates the forms of documentation from time to time. “Version” refers to the edition or specific expression of a document among the Documentation that is applicable to a specific Agreement.

## Exhibit B

### Eligibility Requirements

Eligibility Requirements as described in the Terms and Conditions and mentioned elsewhere in the Agreement or Documentation refers to actual and discretionary criteria that renders the provision of Services to Employer possible, ethical and commercially reasonable.

Services are available only for as long as Employer and Users meets the isolved Eligibility Requirements. Those Eligibility Requirements include, but are not limited to:

- a. Employer is not seeking Services outside the United States.
- b. Users are not outside the United States.
- c. Neither Employer nor or its 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 the Agreement. Such businesses or enterprises may include, but are not limited to, cannabis related businesses (also known as “CRB”) or certain gambling.

- d. Neither Employer nor its affiliates are engaged in a business, enterprise or other acts or omissions that might jeopardize relationships involved has with third parties. Such activities could include, but are not limited to, criminal enterprises, which could result in loss of business to involved, irreparable reputational harm to involved or loss of critical vendor relationships.

Should the nature or any specific aspect of these Eligibility Requirements materially change, involved will inform Employer as soon as practicable. For the avoidance of doubt, Eligibility Requirements may be updated without prior notice to Employer.

## Exhibit C

### involved Data Security Addendum

This involved Data Security Addendum governs involved data privacy and security obligations in connection with any Personal Information of Employer that may be in involved custody or under involved control during performance of the Service.

1. Information Security Measures
  - 1.1. Compliance with Laws. involved will use commercially reasonable efforts to comply with applicable data privacy and data security laws.
  - 1.2. Security Standards. involved has and will maintain commercially reasonable technical and organizational measures designed to
    - (a) provide for the security of Employer’s Personal Information in involved’s custody or under the control of involved and (b) ensure the ongoing confidentiality, integrity, and availability of processing systems and the Service. Such measures include procedures to protect the confidentiality and security of Personal Information in involved’s custody and to detect and respond to Information Security Incidents. involved may undertake such measures as reasonably appropriate:
      - (i) implement access controls to Personal Information systems, including controls to identify and permit access only to authorized individuals and controls designed to prevent access to Personal Information through fraudulent means; (ii) implement employee training programs and background checks; (iii) implement encryption of Personal Information when reasonably necessary and (iv) implement commercially reasonable disaster recovery and business continuity process and procedures.
  - 1.3. Disclosure. involved will limit access to Personal Information to persons who, in the reasonable discretion of involved, have a need to know the Personal Information in connection with performance by involved of the Service. Nothing in this involved Data Security Addendum shall limit the ability of involved to make disclosures reasonably required or helpful for (i) compliance by involved with applicable Law; (ii) establishing or maintaining a legal claim or defense; (iii) responding to a government or other regulatory inquiry; (iv) obtaining or establishing an insurance policy or claim; or (v) as otherwise necessary to comply with this involved Data Security Addendum.
  - 1.4. Subcontractor Compliance. Prior to providing access to Personal Information to any third-party service provider, involved will: (i) conduct a reasonable investigation of such third party to ensure that the third party is capable of complying with requirements regarding the privacy, confidentiality and security of Personal Information that are at least as protective of Personal Information as the requirements imposed on involved under this involved Data Security Addendum and (ii) contractually impose upon such a third party the same or substantially similar contractual duties imposed on involved by this involved Data Security Addendum.
2. Information Security Incident Response
  - 2.1. Notice of Unauthorized Access to Personal Information. involved will notify Employer of any Information Security Incident as soon as reasonably practical after involved confirms the Information Security Incident, and as required by applicable law.

22. Incident Response Mitigation. In the event of an Information Security Incident, isolved will (i) conduct a reasonable investigation of the Information Security Incident; (ii) to the extent that the Information Security Incident was solely caused by isolved, use commercially reasonable efforts and take actions to rectify, prevent, contain, mitigate, and remediate the Information Security Incident; and (iii) take any and all steps reasonably necessary to comply with applicable privacy laws and regulations.

## Exhibit D

### Time and Attendance Applications Addendum

1. This addendum to the Agreement (“Time Addendum”) is applicable to isolved Time and Attendance applications named in the Order Form.
2. NOTICE: EMPLOYERS USING ISOLVED TIME AND ATTENDANCE EQUIPMENT MAY WISH TO CONSULT WITH LEGAL COUNSEL TO DETERMINE WHAT OBLIGATIONS THEY MAY HAVE TO EMPLOYEES USING SUCH DEVICES. ALTHOUGH ISOLVED FERVENTLY BELIEVES THAT ITS TIME AND ATTENDANCE EQUIPMENT DOES NOT USE, COLLECT OR STORE BIOMETRIC DATA, EMPLOYER MAY WISH, OUT OF AN ABUNDANCE OF CAUTION, TO TAKE PREVENTATIVE MEASURES TO COMPLY WITH APPLICABLE LAW.
3. SPECIAL TERMS OF USE.
  - 3.1. EMPLOYER AGREES TO OBTAIN INFORMED CONSENT FROM AND TO MAKE ANY AND ALL DISCLOSURES AND OF ANY KIND WHATSOEVER AS REQUIRED BY LAW TO ALL USERS OF THE TIME AND ATTENDANCE EQUIPMENT.
  - 3.2. EMPLOYER UNDERSTANDS THAT SUCH INFORMED CONSENT, DISCLOSURES AND COMPLETE COMPLIANCE BY EMPLOYER WITH APPLICABLE LAW IS A CONDITION FOR USING TIME AND ATTENDANCE EQUIPMENT.
  - 3.3. EMPLOYER IS SOLELY RESPONSIBLE FOR INDEPENDENTLY DEVELOPING AND IMPLEMENTING ANY AND ALL BIOMETRIC DATA AND INFORMATION CAPTURE, USE, RETENTION OR DESTRUCTION POLICIES AND PROCEDURES THAT MAY BE REQUIRED BY LAW.
  - 3.4. EMPLOYER AGREES TO DISCLOSE TO AND INFORM ALL USERS OF THE TIME AND ATTENDANCE EQUIPMENT THAT IF FOR ANY REASON ISOLVED WERE TO RECEIVE BIOMETRIC INFORMATION, IT WOULD DELETE IT IMMEDIATELY. ISOLVED COMPLIES WITH APPLICABLE RETENTION AND DESTRUCTION REQUIREMENTS AS DEFINED BY LAW. NEITHER ISOLVED NOR THE TIME AND ATTENDANCE EQUIPMENT COLLECT, CAPTURE, POSSESS, PURCHASE, RECEIVE, OBTAIN, USE OR STORE ANY BIOMETRIC INFORMATION OR DATA DEFINED BY LAW. FURTHERMORE, ISOLVED DOES NOT SELL, LEASE, TRADE OR OTHERWISE PROFIT FROM ANY INFORMATION, BIOMETRIC OR NOT, IT MAY RECEIVE FROM EMPLOYERS.
4. Access Rights to Time and Attendance Applications.
  - 4.1. Employer will have internet access to the Time and Attendance application(s) indicated in the Order Form into which the Agreement is incorporated by reference.
  - 4.2. Employer will have access to the Time and Attendance Service, the website at which it is available (the “Website”), the software on the Website (“Software”) and related materials made available as part of the Time and Attendance Service by isolved. isolved grants Employer a non-exclusive, non-transferable license, during the Term of the Agreement, to use the Time and Attendance Service for Employer’s own internal business purposes. Employer acknowledges and agrees that the Time and Attendance Service, Website, Software and materials that are made available as part of the Time and Attendance Service may be updated and changed from time to time, in the sole discretion of isolved. Employer’s continued use of the Time and Attendance Service after isolved posts any changes will constitute Employer’s acceptance of such changes.
  - 4.3. EMPLOYER MAY NOT LEASE OR DISTRIBUTE THE SOFTWARE, ANY COPY, OR ANY RELATED WRITTEN MATERIALS IN WHOLE OR IN PART. EMPLOYER MAY NOT USE THE SOFTWARE TO CONDUCT ANY SERVICE FOR THIRD PARTIES (I.E., TO PROCESS THIRD PARTY INFORMATION THROUGH THE SOFTWARE) UNLESS SEPARATELY LICENSED TO DO SO BY ISOLVED IN WRITING. ANY USE OF THE SOFTWARE OR TIME AND ATTENDANCE EQUIPMENT, EXCEPT AS EXPRESSLY PERMITTED IN THIS AGREEMENT, MAY SUBJECT EMPLOYER TO CIVIL DAMAGES AND ATTORNEY’S FEES AND IS A CRIMINAL OFFENSE.

5. Biometric Information.
  - 5.1. Some models of isolved time clocks use a touchpad feature which allows punching with the scan of a finger. In connection with these clocks, isolved does not collect, store, or share any biometric information.
6. Subscription Service Plan.
  - 6.1. If Employer is subscribing to Time and Attendance Service, a Service Plan is included in the subscription Fee. If Employer is renting Time and Attendance Equipment a Service Plan is included in Employer's rental Fee. If Employer is purchasing Time and Attendance Equipment a Service Plan is not included in the purchase price of Employer's Time and Attendance Equipment; however, Employer may purchase a Service Plan for which Employer will be billed separately from the purchase price of the Time and Attendance Equipment. If Employer has a Service Plan, Employer's rights and isolved obligations under the Service Plan shall be governed by this Section.
  - 6.2. Technical Support. Employer will have access to isolved online support center at <https://www.mytimeforce.com/support>, which contains a document library, videos, downloads and updates, and answers to frequently asked questions. Employer will have unlimited technical support Monday through Friday 6:00 am to 6:00 pm (Mountain Time) by telephone (toll free (800) 697 -7010) and email ([tech@isolvedhcm.com](mailto:tech@isolvedhcm.com)). Employer will have unlimited technical support by chat Monday through Friday 7:30 am to 3:00 pm (Mountain Time).
  - 6.3. Software Updates. Employer will receive all standard updates to the Software.
  - 6.4. Time and Attendance Equipment Repair Services. If a unit of Time and Attendance Equipment becomes inoperable, isolved will repair or replace the unit as provided by this Section; provided, however, that isolved agrees to perform only those repairs involving worn or failing Time and Attendance Equipment components that have failed during ordinary use of the Time and Attendance Equipment under normal operating conditions. isolved will first attempt to repair the unit by remote troubleshooting with the assistance of Employer's personnel, whether by phone, email, or live chat. If a repair cannot be made remotely, Employer must ship the unit, at Employer's sole expense, to isolved. isolved will attempt to repair the unit. If the unit cannot be repaired, isolved will replace the unit with a refurbished or new unit, at the sole discretion of isolved. The obligations of isolved under this section do not cover Excluded Repairs. "Excluded Repairs" includes repair or damage caused by accident, disaster (which includes but is not limited to fire, flood, water, wind, earth movement, and/or lightning), neglect, power transients, abuse or misuse, the failure of Employer or anyone using the Time and Attendance Equipment to follow manufacturer's published operating instructions, or unauthorized modifications or repair of Time and Attendance Equipment by persons other than authorized representatives of isolved. Nor will isolved obligations under this section include electrical work external to the Time and Attendance Equipment or maintenance of accessories, attachments, or other devices not furnished by isolved.
7. Purchased Time and Attendance Equipment. This section applies if Employer is purchasing Time and Attendance Equipment through the Agreement.
  - 7.1. Transportation Charges, Title and Risk of Loss. Unless otherwise specifically accepted by isolved in writing: (a) all transportation charges shall be paid by Employer; (b) insurance charges and other applicable charges shall be borne by Employer; (c) title shall pass upon receipt of payment in full by isolved; and (d) risk of loss shall pass to Employer upon delivery by isolved to a carrier at the shipping point. isolved does not ordinarily, but may, if requested in writing by Employer and at Employer's sole expense, place insurance on a shipment as nearly as possible in accordance with Employer's written instructions, but in each such case isolved acts only as agent for Employer, and isolved assumes no liability whatsoever as a result of making such insurance arrangements.
  - 7.2. Taxes. Unless otherwise indicated in the Agreement, all prices and charges are exclusive of excise, sales, use, property, or like taxes. If any such taxes must be paid by isolved or if isolved is liable for the collection of such tax, the amount thereof shall be in addition to the amounts for the items sold. Employer agrees to promptly pay all such taxes or to reimburse isolved for them upon receipt of isolved's invoice. If Employer claims exemption from any sales, use or other tax, Employer shall

timely provide to isolved an exemption certificate or other valid proof of exemption and shall indemnify and hold harmless isolved from and against any such tax, together with any interest or penalties thereon which may be assessed if the Time and Attendance Equipment is held to be taxable.

- 7.3. Maintenance and Disclaimer of Warranties. isolved is selling the Time and Attendance Equipment to Employer "AS-IS" AND isolved MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE. The purchase price of the Time and Attendance Equipment includes set-up and configuration assistance for a period of thirty (30) days after Employer's purchase of the Time and Attendance Equipment. Unless Employer purchases a Service Plan,

Employer is required at Employer's cost to keep the Time and Attendance Equipment in good working condition and to pay for all supplies and repairs. If Employer purchases a Service Plan, isolved will provide Employer with the maintenance and service included in the Service Plan as described above. If Employer purchases a maintenance or service plan from a third-party provider, Employer agrees that isolved is not responsible to provide the maintenance or service and Employer will make all claims related to maintenance and service to the third party. Employer agrees that any claims related to maintenance or service will not affect Employer's obligation to pay all Fees when due.

- 7.4. Returns. ALL SALES OF TIME AND ATTENDANCE EQUIPMENT ARE FINAL. No Time and Attendance Equipment will be accepted for return without prior written approval of an executive level employee of isolved, which approval shall be in the sole discretion of isolved. All properly approved returns are subject to a restocking charge. isolved reserves the right, at its sole discretion, to refuse the return of any Time and Attendance Equipment for credit. If approval is granted, Employer agrees to pay a twenty five percent (25%) restocking charge on all Time and Attendance Equipment returned; provided such returned items are in the original package or crate when received. Authorized returns must be shipped prepaid to the isolved address provided upon receipt of authorization and must be insured at the expense of the Employer. isolved shall not be responsible for Time and Attendance Equipment damaged or lost in-transit during any return.

- 7.5. Resale of Time and Attendance Equipment. Employer agrees to provide isolved with a right of first refusal to re-purchase their Time and Attendance Equipment at a commercially reasonable price, to be determined completely and solely by isolved, upon the Employer's decision to sell or dispose of any Time and Attendance Equipment purchased from isolved. If isolved chooses to not exercise the purchase right, Employer agrees to delete any and all data stored on the Time and Attendance Equipment before dispossessing itself of or disposing of the Time and Attendance Equipment. Employer, and not isolved, will be exclusively responsible for any and all loss or liability associated directly or indirectly with any claim, lawsuit, penalties or fines related to any Time and Attendance Equipment not in possession of isolved.

8. Any rights not expressly granted herein are reserved by isolved.

## Exhibit E

### California Privacy Addendum

This California Privacy Addendum ("Addendum") is made pursuant to the terms of the California Privacy Rights Act of 2020 ("CPRA"). The following terms apply to the Agreement into which this Addendum is incorporated, as related to the data and information of California residents ("California Consumers"):

1. isolved does not sell personal information of California Consumers.
2. isolved will only share or disclose the personal information of California Consumers for the limited and specific purposes of providing the Services (as defined in the Agreement), except as required by law.
3. isolved will be obligated to comply with the CPRA of and will require from its service providers involved in the provision of the Services the same level of privacy protection as required by the CPRA.
4. Employer (as defined in the Agreement) may take reasonable and appropriate steps to help ensure that isolved uses the personal information of California Consumers in a manner consistent with the Employer's obligations under the CPRA.

5. isolved must notify the Employer if isolved determines that it can no longer meet the obligations contained in Addendum and any other applicable requirements under the CPRA.
6. isolved grants the Employer the right to take reasonable and appropriate steps to stop and remediate unauthorized use of the personal information of California Consumers.

The isolved Privacy Policy can be found at the following link: <https://www.isolvedhcm.com/legal/privacy-policy>. CPRA resources may be found at the following link: <https://oag.ca.gov/privacy/consumer-privacy-resources>.

## Exhibit F

### Data Integration Acknowledgement

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 and is not liable 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 or the continuing compatibility and stability of any integration or interface with Third-Party Systems.
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 promptly 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 promptly 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.