

**INSPERITY ONLINE MASTER SERVICES AGREEMENT
for Business Performance Solutions**

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INSPERITY BUSINESS PERFORMANCE SOLUTIONS – MASTER TERMS & CONDITIONS

These Insperty Business Performance Solutions – Master Terms & Conditions ("**Master Terms**") together with your effective Insperty Delivery Orders, SOW(s), and the applicable effective Online Additional Terms are collectively referenced as this "**Master Services Agreement**" or "**Agreement**", and are entered into between Insperty Business Services, L.P. and/or the applicable Insperty Companies ("**we**", "**us**" or "**our**") and the Customer listed on the signature page of each Delivery Order and/or SOW ("**you**" or "**your**"). By signing any Delivery Order or SOW (each of which we refer to as an "**Ordering Document**") an individual is committing and confirming that such individual is authorized by you to access, purchase or license (as applicable) the Insperty Offerings or Insperty Partner Offerings stated on such Ordering Document. This Master Services Agreement is effective on the date on which your Initial Ordering Document is executed by both you and us ("**Effective Date**").

1. Ordering Documents, Parties and Customer's Accounts.

A. Ordering Documents. Ordering Documents become effective only when executed by both you and us. To change your current Services (including cancellations of one or more Insperty Offerings or Insperty Partner Offerings, Bundled Service Package upgrades or downgrades, and add-on Services, Cloud-Based Solutions or Equipment) or Professional Services, we must enter into a Supplemental Ordering Document with you.

B. Insperty Companies. Some Insperty Offerings may be provided by an Insperty Company as indicated in this Agreement.

2. Customer's Account.

After receipt of your payment of our invoice for any one-time Fees identified on the related Ordering Document, we will provision an account for you through which you will access each of the applicable Services ("**Account(s)**"). You agree to designate to us a single point of contact for each Service who will establish and manage the related Account, including the designation of Users authorized to create usernames and passwords for the related Account. You are solely responsible for assigning your Users. You agree to safeguard all usernames, passwords, or access codes in your possession or under your control. You will notify us immediately in writing if any usernames and/or passwords have been compromised and need to be changed. You are responsible for all activities that occur under the Accounts and, except to the extent caused by our breach of these Master Terms, we are not responsible for unauthorized access to the Accounts. Use by your Affiliates is permitted, unless otherwise stated in an Ordering Document or restricted by Law. You are responsible under this Agreement for all acts and omissions of your Affiliates and Users with regard to their use of any Insperty Offering or Insperty Partner Offering, including compliance with the [Terms of Use for Cloud-Based Solutions](#).

3. Fees and Payment.

A. Fees. Fees are billed in accordance with your applicable Ordering Document. You will timely pay all Fees specified in an invoice and due under this Agreement. Except as expressly provided otherwise in an Ordering Document: (i) your payment obligations are non-cancelable, (ii) Fees paid to us are non-refundable (except as otherwise stated in the Agreement), (iii) the number of Users specific to an Insperty Offering or Insperty Partner Offering may be increased or decreased and invoiced based on actual Users or minimum PEPM Fees, as applicable, and (iv) we may change Fees for an Insperty Offering or Insperty Partner Offering by providing you with the new Fees at least thirty (30) days prior to their effectiveness at any time following the

twelve (12) month anniversary of the effective date of the related Ordering Document and your continued use of such Insperty Offering or Insperty Partner Offering will be deemed as your consent to such Fee change effective as of the next billing date occurring after the effectiveness of the Fee change.

B. Invoices. Unless otherwise stated in an Ordering Document or the applicable Online Additional Terms, we will invoice you upon execution of the Ordering Document for applicable one-time fees. Upon Go-Live, we will invoice you monthly for: (i) the comprehensive PEPM Fee for our Workforce Administration Bundled Service Package, (ii) applicable recurring Fees for any other Insperty Offerings and/or Insperty Partner Offerings delivered pursuant to a Delivery Order, and (iii) time and materials or other Professional Services Fees incurred under any Ordering Document, unless otherwise stated in the applicable Ordering Document. You are responsible for providing accurate billing and contact information to us and notifying us of any changes to such information. Unless otherwise stated in the Ordering Document, payment in full is due thirty (30) days from each invoice date. Invoices may be provided electronically. Payment of Fees due pursuant to an invoice must be made in U.S. dollars and will be due to Insperty Business Services, L.P., unless another Insperty Company is indicated as the applicable payee in an invoice. If you are required to make additional payments for an increased number of Users or other applicable metrics for an Insperty Offering or Insperty Partner Offering, your right of use of that Insperty Offering or Insperty Partner Offering is conditioned upon timely payment of such additional amounts. You also agree to cooperate with our efforts to ascertain the correct metrics applicable to your use and to provide verification as we may require in our discretion.

C. Credit Card Payment. If we agree that you will pay Fees by payment card (credit card or debit card), then you will maintain valid and updated payment card information with us and any applicable Insperty Company at all times. If you provide payment card information to us, you authorize us to charge such payment card for all one-time and recurring Fees as they become due.

D. Sales and Similar Taxes. Fees shown on an Ordering Document are not inclusive of any taxes, levies, duties or governmental assessments of any nature, including value-added, sales, or use taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with your invoice for Cloud-Based Solutions and Services delivered pursuant to a Delivery Order. If we have the legal obligation to pay or collect Taxes for which you are responsible, then we may invoice you the amount of those Taxes unless you provide us with a valid tax exemption certificate from the appropriate taxing authority. For clarity, we are solely

responsible for our own taxes based on our income, property and employees.

E. Acceleration, Suspension of Service. If you are fifteen (15) days or more overdue on any amount, we may, without limiting our other rights, accelerate your Fee obligations such that your payment obligations for all Insperty Offerings or Insperty Partner Offerings become immediately due and payable. You agree that such acceleration is fair and appropriate to provide us the expected amount of payment for the Insperty Offering or Insperty Partner Offering. In addition, without affecting your obligation to pay such amounts, we may suspend any and all Insperty Offerings or Insperty Partner Offerings to you until all due amounts are paid in full. We or our Insperty Partner may also suspend Services immediately and disable access if, in our sole discretion, any use of the Insperty Offerings or Insperty Partner Offerings violates this Agreement.

F. Overdue Amounts. Any Fees for which we have not received payment by the due date will accrue interest at the rate of one and one-half percent (1.5%) of the outstanding balance per month or, if lower, the maximum rate permitted by law, from the due date until the date paid. We reserve the right, in our discretion, in light of any payment shortfalls or delays: (i) to change credit terms or require payment in advance, and (ii) to change payment terms for any Service Term renewals.

4. Customer Data and Data Protection.

A. Customer Data and Use of Cloud-Based Solutions. You grant us a license to process, transmit, use and store Customer Data as reasonably required to provide the Services and Cloud-Based Solutions. Subject to the limited rights granted by you hereunder, we acquire no right, title or interest from you under this Agreement to Customer Data, including any Intellectual Property Rights therein. We will, however, have the permanent right to aggregate and use, for any lawful purpose, the data generated by your use of the Insperty Offerings or Insperty Partner Offerings, so long as such data to be aggregated or used does not identify you or any User. Notwithstanding anything to the contrary in this Agreement, you agree and acknowledge that neither you nor your Users will store any Personally Identifiable Information into any Cloud-Based Solution (other than our Payroll Cloud-Based Solution, PerformSmart® or ExpensAble® Cloud-Based Solutions), and that any Personally Identifiable Information input into the Cloud-Based Solutions (except as provided above) by you or your Users is done solely and exclusively at your risk. You agree and acknowledge that all private non-personally identifiable information and Personally Identifiable Information provided by you or your Users is governed by our or our Insperty Partner privacy policies (as applicable) made available to Users through Links.

B. Protection of Customer Data. We will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data received and stored by us in accordance with this Agreement.

C. Access and Disclosure of Customer Data. We will not disclose Customer Data to a third party unless required by law, requested by a governmental authority, or authorized in writing by you, except to share with an Insperty Company or Insperty Partner, or in connection with providing Services or Support and Maintenance to you. We will require our employees, contractors and agents, and any Insperty Company having access to such Customer Data to act in accordance with our obligations in this Section. All Personally Identifiable Information provided by Users is governed exclusively

by the privacy policy posted on our applicable Insperty Links for Insperty Offerings and the applicable Insperty Partner Link for Insperty Partner Offerings (as such Cloud-Based Solutions are third party and not controlled by us). We will take commercially reasonable efforts to protect against unauthorized access to or use of such Personally Identifiable Information collected and stored by us and Insperty Company employees. You acknowledge and agree that (i) you and your Users are solely responsible for the form, content and accuracy of any Customer Data, (ii) we are not responsible for monitoring Customer Data stored in any Cloud-Based Solutions, (iii) we are not responsible for your detrimental reliance on any Customer Data manipulated by any third party, (iv) we do not guarantee the accuracy or completeness of any Customer Data, and (v) we make no warranty of any kind with regards to the integrity or reliability of any Customer Data. In the event of any loss or damage to your Customer Data by us, your sole remedy will be for us to use commercially reasonable efforts to replace or restore the lost or damaged Customer Data from the latest back-up of such Customer Data. Further, if you or your Users provide Personally Identifiable Information to us from data subjects in Canada or the European Union ("EU"), then you (i) acknowledge and agree that in connection with any Insperty Offering, we may transfer, access, store, and process such Personally Identifiable Information outside of the EU and Canada in the United States that under EU and Canadian laws may not ensure an adequate level of data protection (the "**Customer Data Transfer**"); (ii) consent to such Customer Data Transfer, and (iii) will ensure that you comply with all applicable EU and Canadian laws that apply to you as the data controller of such Personally Identifiable Information in connection with the Customer Data transfer.

D. Incident Response and Remedial Action. In the event that we determine that a security breach (as defined under applicable state law) involving the unauthorized disclosure of properly stored Personally Identifiable Information comprising Customer Data has occurred, we agree to promptly: (i) give you notice as legally required as soon as practicable after our determination that such a security breach occurred; (ii) investigate such breach; and (iii) use commercially reasonable efforts to remedy the cause of such breach. If a security breach requires you, under applicable federal or state law, to make a disclosure to a third party, you will be solely responsible for making such disclosure, including determining the content, methods, and means of such disclosure except that you will not name us in any such disclosure without our prior written consent, unless required to do so by applicable law. We (and our applicable Affiliates or subcontractors) will reasonably cooperate with you in formulating the disclosure. We (and any applicable Affiliates or subcontractors) will not make any such disclosure on our own initiative that names you without your prior written consent, unless required to do so by applicable law.

E. Customer Data Accessibility. For as long as you are in compliance with this Agreement, you may access Customer Data and extract Customer Data from our Cloud-Based Solutions during the Term. If requested in writing by you within one hundred eighty (180) days after the end of the Term, we will use reasonable efforts to provide you (at our then prevailing rates for time and materials) with a repository of electronic files containing your Customer Data that is in our possession or under its control at the time of such request. Customer understands and agrees, however, that our obligations and Customer's rights under this Section 5.b at all times shall be subject to application of all applicable bankruptcy,

insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally.

5. Confidentiality.

A. In General. We may disclose your Confidential Information to our employees, Insperty Companies, subsidiaries, Affiliates, agents and contractors to: (i) perform or offer an Insperty Offering or Insperty Partner Offering, (ii) offer our additional products or services, (iii) perform analysis to determine your qualification to receive future services or meet contractual obligations, and (iv) directly or indirectly collect amounts due. We may also disclose your Confidential Information to our attorneys, collection agencies, accountants and auditors as needed. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of the obligations under this Section 5, (ii) becomes known to the Receiving Party without a breach by the Receiving Party of its obligations under this Section 5 or (iii) was independently developed by the Receiving Party without reference to the Confidential Information.

B. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information (but not less than reasonable care).

C. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is required by law or requested by a governmental authority to do so, provided the Receiving Party gives the Disclosing Party prior written notice of the planned disclosure (to the extent practicable and legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is required by law to disclose the Disclosing Party's Confidential Information as part of a proceeding to which the Disclosing Party is a party, and the Disclosing Party does not contest the disclosure, or if the Disclosing Party's objections are overruled, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing the required access to such Confidential Information.

D. Remedies. Each Party acknowledges and agrees that monetary damages may not be a sufficient remedy for any breach or threatened breach of this Section 5 by a Receiving Party. Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights hereunder), the Disclosing Party is entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

6. Representations and Warranties.

A. Mutual. Each Party represents and warrants to the other that it has validly entered into this Agreement and has the legal power to do so.

B. Insperty. We represent and warrant to you that (i) upon delivery, our Cloud-Based Solutions will perform materially in accordance with the applicable User documentation, and (ii) upon delivery, we will use commercially reasonable efforts to ensure that the Insperty Offerings or Insperty Partner Offerings provided to you contain no computer virus, Trojan horse, worm or other similar malicious code, although we do not warrant that our Cloud-Based Solutions are free from all bugs, errors or omissions. The warranties stated are for your sole benefit and may not be

extended to any other person or entity. For any breach of the warranties stated above, we will, at our expense, use reasonable efforts to repair or replace the applicable Cloud-Based Solution, so that it performs substantially in accordance with the applicable User documentation. To the extent that we cannot repair or replace the applicable Cloud-Based Solution, your exclusive remedy will be as provided in Section 10.C. (Termination for Cause).

C. Customer. You represent and warrant to us that you will verify the accuracy of Customer Data as necessary for us to provide the Insperty Offerings or Insperty Partner Offerings and that you have the unencumbered right to possess and use all Customer Data entered into the Insperty Offerings and Insperty Partner Offerings by you (or your Users), and that no third party other than your Affiliates, Users, and their representatives have any rights in such Customer Data.

7. DISCLAIMERS AND EXCLUSIONS.

A. DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SUBJECT TO OUR EXPRESS WRITTEN WARRANTIES SET FORTH IN THIS AGREEMENT, THE INSPERTY OFFERINGS AND INSPERTY PARTNER OFFERINGS ARE PROVIDED "AS IS". THERE IS NO WARRANTY THAT ANY INSPERTY OFFERING WILL BE UNINTERRUPTED OR ERROR FREE, THAT ANY DEFECTS WITHIN AN INSPERTY OFFERING WILL BE CORRECTED, OR THAT ANY INSPERTY OFFERING WILL MEET YOUR NEEDS OR REQUIREMENTS. YOU DISCLAIM ANY AND ALL WARRANTIES, LIABILITIES OR CLAIMS AGAINST US AND IRREVOCABLY RELEASE US FROM ANY AND ALL DAMAGES ARISING FROM ANY INSPERTY OFFERING PROVIDED TO YOU, INCLUDING THOSE INSPERTY OFFERINGS FOR WHICH WE ACT SOLELY AS BILLING AGENT, EXCEPT TO THE EXTENT ANY SUCH LIABILITIES ARE THE RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

B. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION WILL NOT, HOWEVER, LIMIT YOUR PAYMENT OBLIGATIONS FOR FEES AND OTHER PAYMENT AMOUNTS DUE UNDER THIS AGREEMENT. THIS SECTION WILL NOT APPLY TO OR LIMIT RECOVERY FOR YOUR UNLICENSED USE OF THE INSPERTY OFFERINGS OR INSPERTY PARTNER OFFERINGS.

C. LIMITATION OF LIABILITY. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER WILL EXCEED THE FEES PAID OR PAYABLE BY YOU PURSUANT TO AN ORDERING DOCUMENT IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT WITH RESPECT TO THE SERVICE(S), CLOUD-BASED SOLUTION(S), EQUIPMENT, OR APPLICABLE PROFESSIONAL SERVICES GIVING RISE TO SUCH CLAIM, REGARDLESS OF THE FORM OF ACTION, AND IN ADDITION, NEITHER PARTY'S AGGREGATE LIABILITY WILL EXCEED THE CUMULATIVE AMOUNT OF FEES PAID OR PAYABLE BY YOU UNDER THIS AGREEMENT.

THIS SECTION, HOWEVER, DOES NOT LIMIT (I) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, (II) YOUR PAYMENT OBLIGATIONS FOR FEES OR OTHER AMOUNTS DUE UNDER THIS AGREEMENT AND (III) YOUR LIABILITY FOR YOUR UNLICENSED USE OF THE INSPERITY OFFERINGS OR INSPERITY PARTNER OFFERINGS. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF ANY EXPRESSLY PROVIDED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE. THE DISCLAIMER AND REMEDY LIMITATION IN THIS SECTION WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

D. APPLICATION TO INSPERITY PARTNERS. ALL DISCLAIMERS, LIMITATIONS AND EXCLUSIONS DESCRIBED ABOVE FOR THE INSPERITY OFFERINGS ARE EQUALLY APPLICABLE TO OUR INSPERITY PARTNERS FOR THE INSPERITY PARTNER OFFERINGS, INCLUDING THOSE INSPERITY PARTNER OFFERINGS FOR WHICH WE ACT SOLELY AS BILLING AGENT; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT LIMIT, CONTROL, OR OTHERWISE RESTRICT THE SEPARATE AGREEMENTS BETWEEN YOU AND ANY INSPERITY PARTNER OR ITS AFFILIATES.

8. Indemnification.

A. Indemnification by Insperity. We will defend and indemnify you and your Affiliates, and your and their respective officers, directors, stockholders, employees and agents (each a "**Customer Indemnified Party**") against any claim, demand, suit, or proceeding made or brought against any Customer Indemnified Party by a third party alleging that the use of any Insperity Offering as permitted hereunder infringes or misappropriates the U.S. Intellectual Property Rights of a third party, except where such claim, demand, suit or proceeding arises from your use of the Insperity Offerings other than as permitted in this Agreement, or the combination of an Insperity Offering with products or services not delivered by us, infringes or misappropriates the Intellectual Property Rights of a third party or violates applicable law (a "**Claim Against Customer**"). We will indemnify the Customer Indemnified Parties for any damages, attorney fees and costs, and for amounts paid by the Customer Indemnified Parties under an Insperity-approved settlement of, a Claim against Customer. To be entitled to indemnification, you must (i) give us prompt written notice of the Claim Against Customer in accordance with clause (i) or (ii) of Section 12.A (Notices); (ii) give us sole control of the defense and settlement of the Claim Against Customer (provided that we may not settle any Claim Against Customer without your consent if the settlement does not release the Indemnified Parties of all liability asserted in the claim); and (iii) provide to us all reasonable assistance, at our expense. In the event of a Claim Against Customer, or if we reasonably believe there is a risk that the Insperity Offerings may infringe or misappropriate the Intellectual Property Rights of a third party, we may, in our discretion and at no cost to you, (i) modify the Insperity Offerings so that they no longer infringe or misappropriate, (ii) obtain a license for your continued use of the Insperity Offerings substantially in accordance with this Agreement, or (iii) terminate the portion of your Ordering Document applicable to the affected Insperity Offerings and refund to you any unused prepaid Fees covering the remainder of terminated Insperity Offering.

B. Indemnification by Customer. You will defend and indemnify us, the Insperity Companies and our Affiliates, and our and their respective officers, directors, stockholders, employees and agents (each an "**Insperity Indemnified Party**") against any claim, demand, suit or proceeding made or brought against any Insperity Indemnified Party by a third party alleging that Customer Data, or

your use of the Insperity Offerings other than as permitted in this Agreement, or the combination of an Insperity Offering with products or services not delivered by us, infringes or misappropriates the Intellectual Property Rights of a third party or violates applicable law (a "**Claim Against Insperity**"). You will indemnify the Insperity Indemnified Parties for any damages, attorney fees and costs, or for any amounts paid by an Insperity Indemnified Party under a Customer-approved settlement of, a Claim Against Insperity. To be entitled to indemnification, we must (i) promptly give you written notice of the Claim Against Insperity in accordance with clause (i) or (ii) of Section 12.A; (ii) give you sole control of the defense and settlement of the Claim Against Insperity (provided that you may not settle any Claim Against Insperity if the settlement does not release the Insperity Indemnified Parties of all liability asserted in the claim); and (iii) provide to you all reasonable assistance, at your expense.

C. Exclusive Remedy. This Section 8 sets forth each indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any intellectual property infringement, violation, claim or allegation.

9. Ownership; Intellectual Property; Feedback.

A. Reservation of Rights in Services. We and our respective suppliers and licensors, reserve all rights, including all related Intellectual Property Rights, with regard to all Insperity Offerings and Insperity Partner Offerings. No rights are granted to you hereunder other than as expressly set forth in this Agreement.

B. Trademarks and Brands. Each Party retains all rights regarding its own branding and trademarks. Neither Party will use the other Party's branding or trademarks without the other Party's prior written permission. Each Party agrees to use the other party's branding or trademarks only as approved and in accordance with the other party's reasonable policies regarding advertising and trademark usage. The Parties agree that neither you nor us will issue a press release or any other public announcement concerning the other Party without the prior written consent of the other Party. You agree and acknowledge that we, an Insperity Company, or an Insperity Partner may refer to you or use your branding in sales presentations, marketing forums, trade shows, on our product websites, or as a part of our customer lists to reflect your use of such Insperity Offerings and/or Insperity Partner Offerings, unless you notify us otherwise.

C. Feedback. You agree that if you or your Affiliates provide us with any comments, suggestions, or feedback with respect to our Cloud-Based Solutions or Services (collectively, "**Feedback**"), the Feedback will become our property and we will have all present and future existing rights to the Feedback. We will not be liable for any similarities to provided ideas that may appear in our future Cloud-Based Solutions or Services. We will be entitled to use Feedback for any commercial or other purpose, without compensation to you or any other person.

10. Term and Termination.

A. Term of Agreement. This Agreement commences on the Effective Date of your Delivery Order. This Agreement continues until all Ordering Documents have expired, or until this Agreement is terminated in accordance with its terms (the "**Term**"). Your failure to use, commence or complete installation, configuration, or set up of any Service, Cloud-Based Solution, or Equipment does not suspend or release you from any of your obligations under this Agreement, unless otherwise agreed in writing by Insperity.

B. Delivery Order Term and Renewals. Except as otherwise specified in the Delivery Order, all Services and/or Cloud-Based Solutions stated in your Initial Delivery Order will be considered delivered as of the Go-Live date and will continue to be delivered pursuant to such Delivery Order until you enter into any Supplemental Delivery Order for the modification of your Services and/or Cloud-Based Solutions or until either Party gives the other written notice of termination at least thirty (30) days before the next scheduled monthly invoice date. Cloud-Based Solutions include Support and Maintenance, which becomes available at the time of delivery of your applicable Cloud-Based Solutions and remains available for as long as you maintain access to the applicable Cloud-Based Solutions. Equipment does not include Support and Maintenance. You may purchase a separate Equipment Support and Maintenance plan in your Delivery Order and the terms of such plan are as provided in the Insperty Timeclocks Support and Maintenance plan.

C. Termination for Cause. A Party may terminate this Agreement or any portion thereof or any Ordering Document for cause: (i) if a material breach of any term, warranty or obligation of this Agreement by the other Party remains uncured following thirty (30) days' written notice to the other Party of the material breach, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In addition, we may terminate this Agreement or any Ordering Document immediately following an acceleration of your Fee obligations.

D. Refund or Payment upon Termination for Cause. If you terminate this Agreement for cause, then we will refund to you any unused prepaid Fees at the effective date of termination. If we terminate this Agreement for cause, then you will pay any unpaid Fees covering the remainder of all terminated Ordering Documents. Termination does not relieve you of your obligations to pay any Fees payable to us for the period prior to the effective date of termination or for any applicable Minimum Threshold requirements stated in your Delivery Order.

E. Effect of Termination; Surviving Provisions. Except as otherwise stated in this Agreement, licenses and permissions granted to you by this Agreement terminate upon termination of this Agreement. Upon termination, you will immediately cease using all Insperty Offerings or Insperty Partner Offerings and promptly uninstall and permanently delete or destroy all copies of any Confidential Information received from us. Further, you will provide us with a written certification by an officer attesting to such deletion or destruction. The following Sections of this Agreement will survive termination of this Agreement for any reason: Sections 3-9, 10.D-E, and 11-13. Additionally, any provision of the Online Additional Terms which contemplates performance or observance subsequent to any termination or expiration of an Insperty Offering or Insperty Partner Offering will survive any termination of this Agreement and will continue in full force and effect. We may delete or erase any or all Customer Data for the Insperty Offerings at any time following thirty (30) days after termination of this Agreement, unless otherwise agreed in writing. You may request Customer Data extraction from us for the Insperty Offerings within thirty (30) days after termination of this Agreement at our then-current hourly Professional Services rates. All provisions of this Agreement will survive termination to the fullest extent necessary to give the Parties the full benefit of the bargain expressed herein.

11. Governing Law and Jurisdiction; Arbitration.

A. Governing Law. Except as otherwise stated in this Agreement, this Agreement is subject to the laws of the state of Texas and applicable federal laws of the United States of America, without regard to conflicts of laws doctrines of any state and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

B. Jurisdiction and Venue. Except for matters subject to arbitration, both Parties hereby submit to the jurisdiction of the state and federal courts located in Harris County, Texas, which have the sole and exclusive jurisdiction over any and all disputes and causes of action that arise out of or relate to this Agreement or its subject matter. In addition, we may apply to a court of any other jurisdiction for injunctive or other equitable relief in respect of your breach or anticipated breach of this Agreement. Nothing in this Agreement prevents us from enforcing or protecting our Intellectual Property Rights in any court of competent jurisdiction.

C. Waiver of Jury Trial. Each Party waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement or its subject matter.

D. Binding Arbitration and Class Action Waiver. Except for claims: (i) for breach or threatened breach of the confidentiality provisions; (ii) arising out of the indemnity obligations; or (iii) arising out of your failure to satisfy your payment obligations under this Agreement, including any Ordering Document, any dispute, claim or controversy arising out of or related to this Agreement or the performance, enforcement, breach, termination, validity or interpretation thereof, including the determination of the scope or applicability of this Agreement to arbitrate, that cannot be resolved by you and us through good faith informal negotiation between the parties within a reasonable period of time (not to exceed 30 days after written notice of a claim or dispute), will be settled by binding arbitration conducted before one neutral arbitrator, and governed by the Federal Arbitration Act, 9 U.S.C. §§ 10 and 11 ("FAA"). Notice of the demand for arbitration will be filed in writing by either Party with the other Party to this Agreement and with the American Arbitration Association (the "AAA"). The demand for arbitration will be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The arbitrator's decision will be final except for any applicable right of appeal or review under the FAA. Any court or jurisdiction over the parties may enforce the arbitrator's award. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either Party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. Any arbitration will be conducted by the AAA under its Commercial Arbitration Rules. Unless otherwise agreed to by the Parties, the arbitration will be held in the home jurisdiction of the Party against whom arbitration is initiated, unless home jurisdiction is outside the U.S. mainland, in which case arbitration will be held in Harris County, Houston, Texas. Each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in its discretion, award costs and fees to the prevailing Party.

E. WAIVER OF UCITA. THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE OR OTHER GOVERNING AUTHORITY IN ANY FORM ("UCITA"), WILL NOT APPLY TO THESE MASTER TERMS OR THE ONLINE ADDITIONAL TERMS AND, TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT-OUT OF ITS APPLICABILITY PURSUANT TO ITS PROVISIONS.

12. General Provisions.

A. Notices. Except as otherwise specified in this Agreement, notices and approvals must be in writing and will be deemed to have been given upon: (i) personal delivery against signed receipt, (ii) receipt, if sent by a nationally recognized overnight courier service with signature confirmation, (iii) email, if sent to the designated company email address provided for these purposes and verified by electronic logs as not having bounced back or having received an error message for transmittal or (iv) receipt after sending by confirmed facsimile. All written notices will be sent to you at the contact information listed in the most recent Delivery Order, unless you provide us alternative contact information in a written notice pursuant to this provision. Billing-related notices to you will be addressed to the relevant contact that you designate in applicable Ordering Documents. All other notices required to be provided to you under this Agreement that are not designated as "written notices" will be provided within the Cloud-Based Solution or provided electronically to the relevant system administrator that you designate to us in accordance with our standard procedures for the applicable Cloud-Based Solution. Any written notices that you send to us pursuant to subsections (i) and (ii) above must be sent to Insperty to the attention of the General Counsel at Insperty, 19001 Crescent Springs Drive, Kingwood, TX 77339, and if sent pursuant to subsection (iii) above must be sent to legalnotices@insperty.com, and if sent pursuant to subsection (iv) above should be sent to the attention of the General Counsel at 281-348-2859, or to such other address as we may designate in accordance with this section.

B. Force Majeure. Except with respect to your payment obligations, neither Party will be responsible for interruptions in performance or delays due to matters beyond its reasonable control, including acts of God, acts of government, floods, fires, earthquakes, civil unrest, strikes or other labor problems, failures, unavailability or delays of hosting providers or Internet service suppliers, computer malfunctions, telecommunications failures, or online attacks.

C. Sunset of Offerings. We reserve the right to discontinue providing any Insperty Offering or Insperty Partner Offering at any time. Our obligation to provide any Insperty Partner Offering will terminate automatically, simultaneously in whole or in part, as applicable, upon termination of any third party agreement or license necessary to our provision of the Insperty Partner Offerings, unless we agree otherwise. In either case, we will refund to you any unused prepaid Fees related to the discontinued Insperty Offering or Insperty Partner Offering as of the effective date of termination unless an alternative agreement has been made in writing.

D. Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, or agency relationship between the Parties. Our authorized signor executes on behalf of all applicable Insperty Companies providing Services, and such execution does not intend nor will it result in any Insperty Company being jointly and/or severally liable for any of the other Insperty Companies.

Each Insperty Company will be responsible only for its own liability.

E. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, except with regarding to rights granted to Insperty Companies.

F. Waiver. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right.

G. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

H. Attorney Fees. You will pay, on written request, our reasonable attorney fees and other out-of-pocket costs incurred by us to collect any Fees or other amounts due to us under this Agreement following your breach of payment obligations.

I. Assignment. Except as provided below, you may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without our prior written consent. Notwithstanding the foregoing, upon written notice to the non-assigning Party, either Party may assign this Agreement in its entirety (including all Ordering Documents), without consent of the other Party, to an Affiliate or to an entity acquiring all or substantially all of such Party's business or assets in connection with a sale provided that if you are the assigning Party, then you agree: (i) that such Affiliate or acquiring entity is not a competitor of the other Party at the time of assignment, and (ii) that you will remain obligated for all Fees and other amounts due hereunder and guarantee the full performance of this Agreement after assignment. In addition, we may assign a portion of any Ordering Document in connection with a sale of the Insperty Company or Insperty Partner business or assets that includes the acquired Insperty Offering or Insperty Partner Offering. The assignment will be effective upon receipt of later of: (i) the receipt of such notice by the non-assigning Party or (ii) the effective date of the assignment as set forth in such notice. Any assignment in contravention of this Section will be null and void ab initio. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

J. Professional Advice. You acknowledge that we are not providing any legal, tax, accounting or benefits advice and that use of the Insperty Offerings does not ensure compliance with any Laws. If you require legal, tax, accounting or benefits advice or assistance, you should obtain the services of a competent professional expert knowledgeable in the applicable area of expertise.

K. Amendments/Modifications/Consent. No modification or amendment of this Agreement, including, any Ordering Document, will be effective unless in writing and either signed or accepted electronically by the Party against whom the modification or amendment is to be asserted, except as provided below. You understand and agree that by receiving access to the Insperty Offerings and Insperty Partner Offerings, you ratify these Master Terms and the Online Additional Terms. By executing a Supplemental Ordering Document, your subsequent use of any Insperty Offering (including those previously purchased) will be governed by these Master Terms and any applicable amendment hereto. We may amend these Master Terms or any Online Additional Terms from time to time by posting the amended Master Terms (including any Online Additional Terms) to the

applicable Link. Such amendments will become effective upon commencement of your applicable renewal term for the affected Insperty Offerings or Insperty Partner Offerings. If we amend the Master Terms or applicable Online Additional Terms in a way that materially and adversely affects you and you do not wish to accept the applicable amended Master Terms, then you may terminate your subscription to the affected Service by giving us written notice at any time within the 30 day period following the date of the posted Amendment and will be entitled to receive a refund of any prepaid Fees applicable to the cancelled renewal term. You agree to visit the Link containing the Master Terms and Online Additional Terms on a regular basis to check revision dates and review any amendments. You further agree to be bound by any additional electronic acknowledgement, agreement or consent that you transmit while using any of our websites or applications to access Insperty Offerings, including any consent you give us to receive communications solely through electronic transmission.

L. Entire Agreement. These Master Terms, including all exhibits and addenda hereto, all Ordering Documents, and Online Additional Terms related to the Insperty Offerings and Insperty Partner Offerings, and any other attachments, amendments, supplements or addenda hereto or thereto hereby incorporated by reference, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral on the part of any of our salespersons or other agents, concerning its subject matter. In the event of an inconsistency, ambiguity, contradiction or conflict between the terms of the Ordering Document, Master Terms, Online Additional Terms, and any applicable amendment or addenda thereto, such documents will be interpreted in the following order of precedence: (i) the terms of any amendment or addenda, (ii) the terms of the applicable Ordering Document, (iii) the Online Additional Terms, and (iv) the Master Terms. In the event of an inconsistency, ambiguity, contradiction or conflict between the [Professional Services/Consulting Terms](#), the Master Terms, any Ordering Document, and any applicable amendments or addenda thereto, such documents will be interpreted in the following order of precedence: (i) the terms of any amendments or addenda, (ii) the Insperty Professional Services/Consulting Terms & Conditions, unless an Ordering Document expressly states that it overrides a specific provision of such terms and conditions, (iii) the Master Terms, and (v) the Ordering Document. You will execute any additional documents as may be required to comply with the intent of this Agreement or as required by an applicable governing authority to comply with any applicable statute, regulation or rule. Any headings and any table of contents or indexes provided as a part of this Agreement are solely for convenience or reference and do not affect the meaning, construction or effect of this Agreement. As used in this Agreement, unless otherwise explicitly provided to the contrary: (i) all references to days will be deemed references to calendar days. Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” The provisions of this Section 12 are applicable to all Online Additional Terms. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

13. Definitions. Capitalized terms not otherwise defined in the Ordering Document, these Master Terms, or the Online Additional Terms, have the following meanings (whether used in the singular or in the plural):

A. “Active Employees” means any of your or your Affiliates’ employees eligible for payroll or other payments processed by us using our Payroll Cloud-Based Solution, including Users.

B. “Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. **“Control,”** means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

C. “Bundled Service Package” means the individual Insperty Offerings and Insperty Partner Offerings integrated or bundled together in one Service package.

D. “Cloud-Based Solutions” means the Insperty Offerings and/or Insperty Partner Offerings that are invoiced on a PEPM basis and delivered as “cloud-based” and provided in accordance with our [Service Level Agreement and Support and Maintenance for Cloud-Based Solutions](#). No source code is or will be disclosed or provided to you as part of the ordered Cloud-Based Solutions.

E. “Confidential Information” means all proprietary or confidential business or technical information disclosed by a Party, its Affiliates, or licensors (“**Disclosing Party**”) to the other Party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Our Confidential Information includes any non-public information regarding Insperty Offerings, and the Confidential Information of each Party includes the non-public terms and conditions of this Agreement, business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. Your employee information is your Confidential Information.

F. **Customer**” means the entity (other than us) accepting this Agreement as the responsible party for its and its Affiliates’ Users’ compliance with the entity’s obligations under this Agreement, for any breach of those obligations by such Users, for use or misuse of the Services and Cloud-Based Solutions by such Users, and for payment for Services and Cloud-Based Solutions on behalf of such Users.

G. “Customer Data” means all data or information submitted by you, electronically or otherwise, to us or an Insperty Partner in connection with an Insperty Offering or Insperty Partner Offering.

H. “Delivery Order” means a document, in a format provided by us that lists the Services, Cloud-Based Solutions, and Equipment provided under these Master Terms, including your first Service, Cloud-Based Solution or Equipment order (“**Initial Delivery Order**”) collectively with any subsequent Delivery Order executed by you after the effective date of the Initial Delivery Order, to add, remove, or otherwise supplement Services, Cloud-Based Solutions, or Equipment stated in your Initial Delivery Order (“**Supplemental Delivery Order(s)**”).

I. “Equipment” means equipment or hardware purchased from us as stated in your Delivery Order (e.g., timeclocks) and subject to our Insperty Timeclocks [Support and Maintenance Plan](#).

J. “Fee” means any fee, charge or other amounts due under this Agreement for Services, Cloud-Based Solutions, Equipment, or Professional Services. For purposes of this Agreement, Fees are not inclusive of amounts collected or processed as wage or payroll tax payments for our Payroll Cloud-Based Solution.

K. “Go-Live” means the projected start date for which a Cloud-Based Solution can be used in production mode by one or more of your Users. Specifically, with respect to our Workforce Administration™ Solution and any other Bundled Service Packages that require use of the iSolved® platform, it means the date that iSolved® has the functionality for you to access the system to perform maintenance, enter payroll or other payment information, review, and process your first payroll or other initial payment type for Users of iSolved®.

L. “Insperty Company” means our Affiliate that has agreed to supply an Insperty Offering to you under these Master Terms and applicable Online Additional Terms. For clarity, Insperty Offerings may be delivered by Insperty Business Services, L.P. or the following Insperty Companies or as otherwise specified in the Online Additional Terms: (i) Insperty Payroll Services, L.L.C. (human capital management and payroll services, such as those provided through our Workforce Administration™ Solution); and (ii) Insperty Support Services, L.P. (training and recruiting services).

M. “Insperty Offering” means the Services, Cloud-Based Solutions, Equipment, and other items provided by us pursuant to a Delivery Order.

N. “Insperty Partner” means the entities and licensors other than Insperty Business Services, L.P. that provide the Insperty Partner Offerings that are integrated into our Bundled Service Packages.

O. “Insperty Partner Offering” means the Services, Cloud-Based Solutions, Equipment, or hosted platforms provided by third party entities other than us and resold, sublicensed, or made accessible to you by us pursuant to a Delivery Order and that interoperate with or supplement the Insperty Offerings.

P. “Intellectual Property Rights” means all forms of intellectual property rights and protections in any country or other jurisdiction of the world including, without limitation, all right, title and interest in all associated: (i) issued patents and all filed or pending applications for patents, including any continuations, continuations in part, reissues, reexaminations, substitutions, and extensions thereof, in any country or other jurisdiction in the world; (ii) trade secrets and all trade secret rights, rights in Confidential Information, and any similar rights arising under the laws of any country or other jurisdiction; (iii) copyrights, mask works, and other literary property or author's rights, whether or not protected by copyright or as a mask work; and (iv) trademarks, trade names, symbols, brand names, and logos.

Q. “iSolved®” or “Payroll Cloud-Based Solution” means the Insperty Partner hosted human capital management platform powering the Cloud-Based Solution applicable to our Payroll Services described in the [Insperty Human Capital Management and Payroll Solution Terms](#).

R. “Laws” means federal, state, and local laws, statutes, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and other official releases of or by any U.S. government agency, or any authority, department or agency thereof, as applicable to the Parties with respect to their use or provision of the Insperty Offerings or Insperty Partner Offerings. You remain responsible for compliance with all applicable Laws with respect to all aspects of your employees and your business while utilizing any Insperty Offering.

S. “Links” means any URL stated herein or any replacement URL specified by us or an Insperty Partner to access the Master Terms,

Online Additional Terms, privacy policies applicable to the Insperty Offerings, and terms and policies applicable to the Insperty Partner Offerings.

T. “Online Additional Terms” will mean the online binding terms and conditions that supplement the [Master Terms](#) and apply to your use of the Insperty Offerings and Insperty Partner Offerings included on your Delivery Order(s). You can access the Online Additional Terms at <http://www.insperty.com/terms> (or at a replacement Link as we may specify) before using the applicable Insperty Offerings.

U. “Party” means either you or us and the applicable Insperty Companies providing Services; together, they are the **“Parties.”**

V. “PEPM” means per employee per month.

W. “Personally Identifiable Information” with respect to the United States, means (a) the combination of an individual's first name and last name or first initial and last name in with any one or more of the following data elements that relate to such person: (i) Social Security (or similar) number; (ii) driver's license number or federal or state-issued identification card number; (iii) PHI; or (iv) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account or (b) any information that, if compromised, would be sufficient to perform or attempt to perform identity theft against the individual whose information was compromised. Personally Identifiable information does not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

X. “PHI” means protected health information covered by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”) or similar laws.

Y. “Professional Services” means consulting, implementation, Cloud-Based Solutions training, or other professional services delivered pursuant to an Ordering Document and subject to our [Professional Services/Consulting Terms](#).

Z. “Services” means the payroll, human resources services (including strategic and/or managed HR services), and Support and Maintenance for Cloud-Based Solutions or Equipment ordered in a Delivery Order that are made available by or through us or an Insperty Partner and invoiced by us on our own behalf or as billing agent for our Insperty Partners.

AA. “SLA” means the service level agreement and performance metrics provided by us in the Online Additional Terms as applicable to our Support and Maintenance delivered pursuant to a Delivery Order, as amended from time to time.

BB. “SOW(s)” means the effective statements of work entered into between you and us and subject to our [Professional Services/Consulting Terms](#).

CC. “Support and Maintenance” means the level of support and/or maintenance for an Insperty Offering or Insperty Partner Offering as stated in the Delivery Order and/or the Online Additional Terms regarding our [Service Level Agreement and Support and Maintenance for Cloud-Based Solutions](#), and the [Insperty Timeclocks Support and Maintenance Plan](#) (for ordered Equipment).

DD. “Users” means individuals or Active Employees who you or your Affiliates authorize to use an Insperity Offering or Insperity Partner Offering (including use for Cloud-Based Solution evaluation), for whom subscriptions have been ordered on a Delivery Order, and who have been provided access codes and/or user identifications by you or at your request.

EE. “Workforce Administration™ Solution” means our Bundled Service Package that includes or is sold together with our hosted, on-demand, human capital management Cloud-Based Solution powered by the iSolved® platform that is subject to our Insperity Human Capital Management and Payroll Solution Terms.

INSPERITY HUMAN CAPITAL MANAGEMENT AND PAYROLL SOLUTION TERMS

The following Online Additional Terms apply to you with respect to the Insperty human capital management, payroll services, payroll tax services and filings and other payroll and similar related activities that we provide via the iSolved® platform, and as part of our Workforce Administration™ Solution or Workforce Optimization® Specialized Support Services, that you requested on a Delivery Order (“**Payroll Services**”) and the related time and attendance, benefits administration and other fringe benefit Services that you may also receive or elect to purchase together with the Payroll Services (the “**Payroll Related Services**”). All Payroll Services are controlled, operated and administered by Insperty Payroll Services, L.L.C., an Insperty Company, from its offices in the U.S. (“**Insperty Payroll Services**”). All references to “**we**”, “**our**” or “**us**” in these Insperty Human Capital Management and Payroll Solution Terms refer only to Insperty Payroll Services, L.L.C. We will provide you the Payroll Services and Payroll Related Services set forth on your Delivery Order subject to the following:

1. **Your Responsibilities.**

A. You will timely pay Fee invoices received from us in accordance with this Agreement. With respect to the Workforce Administration™ Solution, only those Users labeled as Active Employees in the iSolved® platform for the processing of payments are included in your PEPM Fee invoices.

B. You will execute all necessary forms and agreements, including IRS Form 8655, powers of attorney as required by applicable tax authorities, ACH authorizations, wire authorizations, and reverse wire authorizations, in order for Insperty Payroll Services to represent you as your agent before any bank or credit union, federal, state or local taxing authorities or as otherwise reasonably required by us to provide you with the Payroll Services.

C. You will designate a commercial checking account (“**Payroll Account**”) and will make available to us sufficient and good funds to satisfy your U.S. tax and payroll obligations and related service Fees, including direct deposit of employee checks and/or checks drawn on your account for the benefit of your employees, as further set forth in Section 6 below.

D. You acknowledge that all Services and tax filings and deposits are based upon information provided by you, including proof of federal, state, and local tax identification numbers, tax agency deposit frequencies, applicable state unemployment rates, payroll information, and iSolved® system setup elections approved by you. Further, you are responsible for the accuracy of all such information and the verification of payroll, payroll tax filings, and other related data.

E. You will be solely responsible for compliance with all Laws affecting your business and for any use of the Payroll Services to assist in complying with such Laws, including the Fair Labor Standards Act, Affordable Care Act, any applicable state, federal or local wage and hour Laws, correct calculation and payment of any overtime pay, determination of hours worked by employees, determination of exemption from overtime requirements, determination of employee or contractor status and any other Law related to employment and the payment of wages, or recordkeeping requirements existing under any Laws related to payroll and/or employment. You acknowledge that certain Payroll Services may be subject to the NACHA Operating Rules & Guidelines; any applicable Office of Foreign Assets Control (“**OFAC**”) screening requirement, and/or Anti-Money Laundering and Anti-Terrorist Financing (“**ML/ATF**”) Laws; and you agree to comply with and reasonably cooperate with us in our compliance with the applicable NACHA rules (including any third party sender registration requirements), OFAC screening requirement, and ML/ATF Laws with respect to the applicable Payroll Services. You

are solely and exclusively responsible for compliance with, and use of the Payroll Services and Payroll Related Services in connection with, any laws of any non-U.S. jurisdiction.

F. No later than 3:00 p.m. Houston, Texas time on the second business day before each date your Active Employees or other designated payees should receive payroll or other payment funds to their accounts (“**Check Date**”), you will submit your completed payroll via the Payroll Cloud-Based Solution, including each employee's name and address, Social Security number, amount of payment, date of payment, and identification of the account into which the funds are deposited to pay your employees. You are solely responsible for timely providing complete and accurate information to us and for reviewing the validity and accuracy of any paychecks, direct deposits, reports, and bank drafts prepared by us for you. You agree to immediately notify us of any errors or discrepancies. **YOUR FAILURE TO TIMELY AND ACCURATELY SUBMIT ALL REQUIRED INFORMATION VIA THE PAYROLL CLOUD-BASED SOLUTION OR TO CORRECT ANY DISCREPANCIES OR ERRORS MAY RESULT IN DELAYED OR ERRONEOUS REMITTANCE OF WAGES, TAXES, AND GARNISHMENTS FOR WHICH YOU ARE SOLELY RESPONSIBLE, AND MAY RESULT IN ADDITIONAL SERVICE OR PROCESSING FEES.**

G. You agree to provide and assist us in preparing historic data to successfully convert your information and your employee information to our system.

H. You acknowledge that the Insperty Workforce Administration™ Solution has benefits enrollment capabilities that may be selected as a part of your Delivery Order and you agree that the only health data you and your Users store in the Payroll Cloud-Based Solution and that is transmitted to insurers on your behalf is enrollment data. We will handle and store such enrollment data on your behalf with respect to your role as employer. You acknowledge and agree that we are not a Plan Sponsor, Covered Entity or a Business Associate as such terms are defined within HIPAA and HITECH and that your Users will not input protected health information (PHI) as the term is defined in 45 CFR Section 164.501 into the Payroll Cloud-Based Solution or use the Payroll Cloud-Based Solution to maintain PHI. In addition to your other indemnities under this Agreement, you will defend, indemnify and hold harmless the Insperty Indemnified Parties against any claim, demand, suit or proceeding made or brought against any Insperty Indemnified Party caused by or arising as a result of your responsibilities under HIPAA or HITECH or other comparable Laws or laws of any non-U.S. jurisdiction.

2. **Authorization and Power of Attorney.**

A. You will provide an authorization for us or our designee to: (i) initiate debit or credit entries to your Payroll Account for the

applicable charges related to the Payroll Services; (ii) send or transmit to the bank, a credit entry to the account of an employee to effect a payment from you to the employee; and/or (iii) send or transmit a debit entry to the employee's account in order to effect a payment from the employee to you or cover any shortfall. This authority is to remain in full force and effect until we have received written notification from you of your termination in such time and in such manner as to afford us a reasonable opportunity to act on such notification.

B. You hereby appoint us as attorney-in-fact to represent you before and/or submit records to federal, state, and local taxing authorities and any insurance provider with respect to payroll and taxes paid by us. We will be the reporting agent, affirmed by your signature on an applicable Delivery Order and/or authorization form, for the tax accounts and taxing authorities.

C. Each employee who elects to utilize electronic transfer of funds will provide you with a direct deposit authorization agreement in a form approved by us. You will retain the original or a copy of each of these authorizations for electronic direct deposit for at least two (2) years after termination or revocation of such authorization.

3. Record Retention. Insperity Payroll Services will retain your information solely as necessary to perform Payroll Services for you. We may delete all such information one hundred and eighty (180) days after the termination of the Payroll Services. This Agreement and the performance by Insperity Payroll Services of the Payroll Services ordered will not relieve you of any obligation imposed by Law or contract regarding the maintenance of records or other matters nor from employing adequate credit accounting and review practices customarily followed by similar businesses.

4. Software Access. In connection with the Payroll Services, we will grant you and your Users access to Payroll Cloud-Based Solution. The Payroll Cloud-Based Solution is subject to our [Terms of Use for Cloud-Based Solutions](#). For the avoidance of doubt upon any termination of the Payroll Services, we may terminate your and your Affiliates' access to the Payroll Cloud-Based Solution that we granted to respective Users. We do not grant any title or license in or to the Payroll Cloud-Based Solution, and solely grant rights of access. You agree that you and your Users will use the Payroll Cloud-Based Solution in accordance with the grants and restrictions of our [Terms of Use for Cloud-Based Solutions](#) and any additional terms provided to you by our Insperity Partner. You also acknowledge and agree that (i) we are not a representative or agent of our Insperity Partner and that we have no legal authority to act on behalf of or bind any such Insperity Partner to any agreement; and (ii) this Agreement does not create any legal or binding obligations between our Insperity Partner and you. Such Insperity Partner will enter into separate agreements with you, where applicable.

5. Payroll-Related Services. As a customer of our Payroll Services, you may also receive certain additional Payroll-Related Services that are provided through or in connection with the Payroll Cloud-Based Solution. Unless otherwise agreed in writing, we will cease providing you with the Payroll-Related Services at any time that we cease providing you with the Payroll Services.

A. Time Tracking. As a customer of our Payroll Services, you will also receive access to the iSolved® native time-tracking solution or, at your election, the Insperity TimeStar® Cloud-Based Solution.

In either case, you acknowledge that you are solely responsible for compliance with the Fair Labor Standards Act, any state or local equivalents, or any other federal or state way laws (collectively "FLSA"), including record keeping and accurate reporting, timekeeping and payment of wages. We will not be liable for any liability related to your failure to comply with FLSA requirements, including back wages, penalties, liquidated amounts and/ or attorney fees. Certain timekeeping practices and issues, such as rounding, grace periods, automatic defaults, rest periods, donning and doffing, training and travel can raise significant legal issues. You are advised to discuss these matters with legal counsel before making any decisions regarding practices and issues. Your Users will be subject to our Terms of Use for Cloud-Based Solutions if you elect the Insperity TimeStar® Cloud-Based Solution, and Support and Maintenance will be provided in accordance with our SLA. Users of the iSolved® native time-tracking solution may be subject to separate terms of use provided with such solution by our Insperity Partner. You may also elect geotracking or geofencing telephony services, Equipment, or the TimeSimplicity® Scheduler to supplement your Insperity TimeStar® and such selections will be subject to our applicable Online Additional Terms.

B. COBRA and FSA/HSA/HRA Administration. If you elect either of these Payroll-Related Services (which may only be elected if you enroll in our Bundled Service Package for benefits administration Services), then you will enter into a separate agreement with an Insperity Partner or its affiliates, which agreement will govern the terms and conditions of this Payroll-Related Service. We act solely as the billing agent for these Payroll-Related Services.

C. SAP SuccessFactors. If you elect this Payroll-Related Services, then you will enter into a separate agreement with SAP, which agreement will govern the terms and conditions of this Payroll-Related Service. We act solely as the billing agent for this Payroll-Related Service.

D. Other Services. If you are a Workforce Administration™ or Workforce Optimization® Specialized Support Customer, you may also use our Payroll Services for expense reimbursement, payments to contractors, distributions to partners, processing of deferred compensation and similar matters. While the Payroll Services may be used in such a manner, you are solely responsible for determining the appropriateness of such usage. We will process payments in good faith and in compliance with your instructions and will only verify the authenticity of your instruction approving, releasing, cancelling or amending requests for such Payroll Services, but we will not be responsible for reviewing your instructions for the purpose of detecting any errors (e.g., instructions containing inconsistent name and account numbers for receivers or financial institutions). If you are a Workforce Optimization® Specialized Support Customer, you agree and acknowledge that these Payroll Services are not provided in conjunction with your Customer Service Agreement with the Insperity Company, Insperity PEO Services, L.P.

E. Insperity HR Support Center.

As a customer of our Payroll Services, we will grant you access to the Insperity HR Support Center, which is an outsourced human resource (HR) service delivered to us and our Affiliates by an Insperity Partner (the "HR Support Center Provider") for the

benefit of our clients and is comprised of (i) access to web-based HR tools and resources for HR administration; and (ii) access to support and advice of a consultant of the HR Support Center Provider. The service is accessible to your Users through a combination of website, email and phone communications. The use of these services is subject to your acceptance of the [Terms of Use](#) of the HR Support Center Provider accessible at login to the Insperty HR Support Center, as amended from time to time. We act solely as the billing agent for this Payroll-Related Service. With respect to the Insperty HR Support Center, you further agree that:

- i. The Insperty HR Support Center should not be relied upon or construed as legal advice from us or the HR Support Center Provider. Use of the HR Support Center does not create an attorney-client relationship between us or the HR Support Center Provider as providers of the service and you or your Users that utilize the service. You should contact an attorney for legal advice concerning your specific employment and HR legal issues.
- ii. The Insperty HR Support Center and its contents are for your internal business use only and that you and your Users will not share usernames and passwords to access the service.
- iii. You will ensure that each of your Users will at all times comply with the [Terms of Use](#) of the HR Support Center Provider posted for the Insperty HR Support Center as well as our [Terms of Use](#) for Cloud-Based Solutions. Any non-compliance with any provision of the Terms of Use for the Insperty HR Support Center or the [Terms of Use for Cloud-Based Solutions](#) by a User will constitute a breach of this Agreement.

6. Credit Policy. As a condition to receiving the Payroll Services, you agree to comply with the following credit policy. Exceptions to this credit policy may only be made and are effective only if such exceptions are in writing signed by the Insperty Director of Credit Services or the Insperty Senior Vice President of Finance, Chief Financial Officer and Treasurer.

A. Payment Methods and Timing for Payroll Services. You agree to submit all amounts for (a) your payroll tax obligation for each applicable payroll, (b) your wage amounts for the payment of each applicable payroll, and (c) your employee wage garnishment deductions for each applicable payroll in connection with the Payroll Services as follows:

- i. **Direct Debit:** Under this method, you authorize your bank to accept a debit request by us from your Payroll Account sufficiently funded to meet your obligations related to the Payroll Services. You must submit your completed payroll via the Payroll Cloud-Based Solution no later than 3:00 p.m. Houston, Texas time two business days prior to Check Date so that we can subsequently initiate direct debits at least one business day prior to the Check Date. Except as provided below or to the extent we waive in writing any requirement below, you may elect direct debit.
- ii. **Wire Transfer:** Under this method, you agree to electronically remit sufficient funds, in accordance with the Agreement, from your bank directly to our designated bank account and ensure that the funds are available to us on the

same day the wire transfer is sent. You must use wire transfers if (a) your total monthly payroll (including related taxes) exceeds \$300,000, (b) you are making a payment not related to standard payroll (e.g. bonus or severance payments) that exceed \$100,000, or (c) we determine that you pose a credit risk. We must receive wire transfers by 10 a.m. Houston, Texas time on the first business day prior to the Check Date.

iii. Reverse Wire Transfers: If we determine in our sole discretion that this type of method is required (includes decision based on credit review or based on the expectation that a transaction exceeds any established thresholds for ACH processing), you authorize us to initiate a request for a wire transfer of funds from your bank to meet your obligations related to the Payroll Services for the applicable payroll no later than by 10 a.m. Houston, Texas time on the first business day prior to the Check Date and we will cause such funds to be wire transferred from your bank to our designated bank account.

No other form of payment is acceptable. We will not release a payroll or related taxes until we have timely received full payment from you. You agree that you are responsible for all fees charged by your bank for these transactions.

B. Financial Review. We reserve the right to request your financial statements and other applicable information in order to evaluate your ability to timely pay obligations. Your failure to fully comply with such request may result in immediate termination or suspension of all Payroll Services. During the time that you receive Payroll Services, if any payroll submitted for processing exceeds or is expected to exceed \$100,000, you agree to assist us with and to provide such information as we may reasonably request in connection with our periodic reviews of your financial condition. You represent and warrant to us that all such information that you provide to us will be true, complete and correct. We will monitor your ability to timely meet your financial obligations to us and we reserve the right to alter your payroll payment terms, if we determine, whether through information provided by you, information available from to us from business relationship with you, or other credible independent third (3rd) party sources, that you are or are likely to become a credit risk to us.

7. Insperty Payroll Services Warranty.

A. In addition to any other express warranties in this Agreement, based upon the information provided by you, we will be responsible for initiating applicable payroll tax deposits, filings, and reconciliations. You will be responsible for any tax due and we will be responsible for any penalty levied due solely to our error or omission. You understand that we will not be responsible for penalties or interest due to untimely, missing, inaccurate, or incomplete information. You further understand that we are not responsible for initiating tax deposits with respect to wages paid prior to you becoming a customer of our Payroll Service.

B. Our sole liability to you or any third party for claims arising out of errors or omissions in the Payroll Services provided or to be provided by us will be to furnish a correct report, a correct paycheck, or the correct data as the case may be and to correct your files, provided you promptly advise us thereof. We will not

be bound by any representation, warranty, covenant, term or condition other than as expressly set forth in this Agreement.

C. You agree to remain solely responsible for any obligation imposed on you by Law to maintain records regarding your business or employees.

8. Limitation of Liability. IN ADDITION TO THE OTHER LIMITATIONS OF LIABILITY UNDER THE MASTER TERMS, OTHER THAN AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DAMAGE OR LOSS (INCLUDING LIABILITIES, COSTS, AND EXPENSES) TO YOU OR YOUR EMPLOYEES ARISING OUT OF YOUR ACTS OR OMISSIONS OR THOSE OF YOUR EMPLOYEES OR ANY THIRD PARTIES, INCLUDING ANY COURIER SERVICE, ACH, NACHA, OR ANY OTHER ACH ORGANIZATION, ANY FEDERAL RESERVE BANK, ANY RECEIVING FINANCIAL INSTITUTION IN WHICH AN EMPLOYEE MAINTAINS AN ACCOUNT, ANY RECEIVING DEPOSITORY INSTITUTION, OR ANY PROCESSOR. YOU AGREE THAT WE WILL NOT BE DEEMED YOUR FIDUCIARY OR EMPLOYER OR CO-EMPLOYER OF YOUR EMPLOYEES. YOU REMAIN SOLELY RESPONSIBLE FOR ANY AND ALL EMPLOYMENT RELATED RESPONSIBILITIES, INCLUDING AS DESCRIBED ABOVE. YOU FURTHER AGREE THAT WE ARE ONLY RESPONSIBLE FOR THE PROCESSING OF WAGE GARNISHMENTS TO THE EXTENT THAT YOU HAVE CORRECTLY AND TIMELY ADVISED US OF SUCH GARNISHMENT OBLIGATIONS.

9. Indemnity.

A. In addition to your other indemnities under this Agreement, you will defend and indemnify us and our Affiliates and Insperity Partners, and our and their respective officers, directors, stockholders, employees and agents (each an “**Insperity Payroll Indemnified Party**”) against any claim, demand, suit or proceeding made or brought against any Insperity Payroll Indemnified Party caused by or arising out of (i) any breach by you of any provision of these Insperity Human Capital Management and Payroll Solution Terms; (ii) any failure by you to comply with any provision of applicable Laws, including the Electronic Fund Transfer Act and Regulation E promulgated thereunder; (iii) alleged wage and hour violations, discrimination, or other employment policies, which may violate the Law; (iv) any action taken by an Insperity Payroll Indemnified Party in reliance upon or pursuant to any instructions or specific requests of a User, you, or your authorized agent, including the reversal of any electronic direct deposit to an account of an employee maintained at a bank or other financial institution, or the disbursement of any sums which we are authorized to withhold; (v) any claims or liabilities associated with the use of any Payroll-Related Services for which we act solely as billing agent by you or your Users or (vi) payroll information you or any User furnishes to us in connection with your participation in a Program as described below. Notwithstanding subparagraph (iv) herein, we have the right to refuse the reversal of any electronic direct deposit to the account of any of your employees.

B. In addition to our other indemnities under this Agreement, we will defend and indemnify you and your Affiliates, and your and their respective officers, directors, stockholders, employees and agents (each a “**Payroll Customer Indemnified Party**”) against any penalty or interest charge incurred by any Payroll Customer Indemnified Party for our failure to timely pay and report your payroll taxes, but only to the extent that you timely provided to us the funds to make such payroll tax payments as contemplated by

this Agreement, and provided that our failure to timely pay was not attributable to your failure to comply with your obligations under this Agreement or in accordance with applicable Laws.

C. The provisions contained in this section will be deemed to be contractual in nature and will survive termination of this Agreement. **SOLELY WITH RESPECT TO PAYROLL SERVICES, THE DAMAGE LIMITATIONS CONTAINED IN SECTION 7.C. OF THE MASTER TERMS WILL INCLUDE PROCESSING, SUBSCRIPTION, PROFESSIONAL, AND OTHER APPLICABLE FEES WITH THE EXCEPTION OF PAYROLL AND TAX PAYMENTS PAID OR PAYABLE BY YOU UNDER THIS AGREEMENT.**

10. Monthly Minimum Thresholds. You will be responsible for maintaining a minimum monthly number of Active Employees as set forth in the Delivery Order as your applicable Minimum Threshold. If your number of Active Employees is less than the Minimum Threshold in any given month, we reserve the right to use the calculation stated in the Delivery Order for calculating your Fees.

11. Workers’ Compensation Pay-As-You-Go.

A. You may choose to participate in a workers’ compensation pay-as-you-go program or a similar premium payroll processing program (“**Program**”) offered through us and serviced by our Insperity Company Affiliate’s licensed agents whereby you elect to pay periodic premiums for your workers’ compensation insurance based on your payroll processing schedule. Our Insperity Company Affiliate will furnish payroll information to your workers’ compensation insurance carrier and/or your broker upon receipt of either: (i) a copy of your Program agreement containing an authorization for us or our Affiliate to furnish payroll information to the workers’ compensation insurance carrier and/or your broker; or (ii) your written authorization which authorizes us or our Affiliate to furnish payroll information to the workers’ compensation insurance carrier and/or your broker.

B. You may terminate such written authorization by providing us with a minimum of ten (10) days prior written notice of such termination.

12. Term and Termination. Insperity Payroll Services may immediately terminate the Payroll Services if: (i) you become subject to receivership, bankruptcy, or become insolvent; (ii) we, in our sole discretion, determine that a material adverse change has occurred in your financial condition; (iii) you fail to have sufficient funds in the Payroll Account when required; (iv) we determine, in our sole discretion, that any Law adversely affects our interests under this Agreement, provided, however, your duty to maintain sufficient funds in your Payroll Account will continue until we and your employees are paid in full for all payrolls processed by us, or (v) you fail to comply with the terms of this Agreement or such credit terms as we may require under Section 6. Our responsibility to provide Payroll Services or Payroll Related Services under this Agreement will automatically terminate should your funds be insufficient or otherwise fail to cover the net payroll, related taxes, and Payroll Service or Payroll Related Services fees. Upon such termination, you will be solely responsible for unpaid and future tax payments and payments to employees and will become responsible for any penalties and interest charged by taxing authorities.

13. Third Party Beneficiaries. Unless otherwise set forth in this Agreement, under no circumstances will your employees be construed as third party beneficiaries of this Agreement. You agree that our

Insperty Partner providing our Payroll Cloud-Based Solution is a third party beneficiary of your representations, warranties and covenants under this Agreement to the extent related to the Payroll Cloud-Based Solution with full rights to enforce such rights against you.

14. Notices. In addition to the notice requirements stated in the Master Terms, we may communicate notices to you through the Payroll Cloud-Based Solution.

15. No Waiver. You acknowledge that our failure to exercise, or any delay in exercising, any right or remedy provided under this the Agreement, including [Section 7](#), or by law shall not constitute a waiver of that or any other right or remedy by us or otherwise preclude or restrict any right or remedy that we may have.

TERMS OF USE FOR CLOUD-BASED SOLUTIONS

These Terms of Use for Cloud-Based Solutions (“**Access Terms**”) apply to our provision of access rights to you for any Cloud-Based Solution, hereinafter referred to as the “**Solution**” (together with all documentation, modules, mobile apps, updates, modifications, enhancements or new versions thereto as provided by us or an Insperty Partner). If any Solution is provided by an Insperty Company, then this SLA applies to that Insperty Company with respect to that Solution. These Access Terms are subject to the Master Terms and may be updated from time to time. Your or your Users continued use of a Solution after any such updates constitutes your consent to the modified terms. Certain Solutions may include clickwrap terms of use that require acceptance upon initial access of the Solution or may display terms applicable to the Solution website on the login page or within the footer of the Solution website. In such instances the displayed terms of use will also govern your User access and in the event of any inconsistency between these Access Terms and such displayed terms of use, these Access Terms shall take precedence.

1. Solution Evaluation Terms. If the Solution is provided to you for evaluation purposes (whether in beta or full production format) as stated in the Delivery Order, we grant to you and your Users a nonexclusive, temporary, royalty-free, non-assignable right or license as applicable to use the Solution solely for your internal non-production evaluation and the Solution is provided “AS IS” and “WITHOUT WARRANTY.” The evaluation access or license as applicable will terminate at the end of the Service Term stated on your Delivery Order “**Evaluation Period,**” which is the earlier of: (i) the end date of the pre-determined evaluation period if an evaluation period is pre-determined or stated on a Delivery Order or (ii) sixty (60) days from the date of your initial access to each Cloud-Based Solution, if no such Evaluation Period is pre-determined and stated on a Delivery Order. Upon expiration of the Evaluation Period, unless we otherwise agree in writing, you and your Users will cease use of the Solution.

2. Rights Granted. With respect to all non-evaluation versions of the Solutions delivered pursuant to a Delivery Order, we grant you and your Users a nonexclusive, non-assignable and nontransferable (except as otherwise provided in this Agreement), revocable, limited right of access to the features and functions of the Solutions solely for your internal business use and not for the benefit of any third party (other than an Affiliate or other than as expressly stated in this Agreement). Each Solution ordered may be accessed and used by the number of Users set forth in the applicable Initial Delivery Order or Supplemental Delivery Order and the number of Active Employees for which you are billed in subsequent invoices generated in accordance with the applicable Delivery Order.

3. Access Limitations. In addition to the number of Users, some of our Solutions may place other limits on the functionality based on the access rights that you obtain, such as limiting the number of records that can be added, the number of boxes that can be charted, the number of authorized reports, or other features, as described on the applicable Delivery Order.

4. Restrictions. Any use of the Solutions not expressly permitted under this Agreement is expressly prohibited. You agree not to, nor to knowingly or negligently permit or cause any third party to, do any of the following:

- A. Use the Solution as part of a timesharing, service provider, or service bureau arrangement;
- B. Sublicense, license, sell, resell, rent, lease, grant access or otherwise transfer, assign or convey rights to any portion of the Solution, directly or indirectly (unless otherwise permitted by this Agreement or expressly agreed to in writing by us);
- C. Reverse engineer, decompile, disassemble, modify, translate, or create, decrypt, or make any attempt to create

enhancements or derivative works based on or incorporating the Solution or components thereof, create, build, or enhance competitive products or services from use of the Solution, or make any attempt to discover the source code of the Solution;

D. Take any action that would misuse, impair, circumvent, defeat or compromise the license management technology, security or functionality of the Solution or render the Solution inaccessible to others, or transmit worms, viruses or any code of a destructive nature (including sending or storing malicious code);

E. Use the Solution to design or create any software with similar or competing functionality (includes screens, reports, data arrangements, “look and feel”);

F. Remove, obscure or alter in any manner our copyright notices or any other proprietary marking and legends or those of our suppliers, Insperty Partners or other licensors appearing on any screens, documents, reports, or other materials obtained through use of the Solution;

G. Use the Solution beyond termination of this Agreement (unless otherwise permitted by us in writing);

H. Share or allow Users to share any usernames or passwords for access to the Solution; or

I. Use, copy, reproduce, alter, or otherwise exploit the Solution, Solution updates, any components or portions thereof (including features or user interfaces), alone or in combination with any other software or data processing system, in any manner or for any purpose not expressly authorized by this Agreement.

J. Directly or indirectly use our or our Insperty Partners’ Confidential Information for any purpose other than as expressly permitted under this Agreement or as provided by separate written consent.

K. Store or transmit infringing, defamatory or otherwise unlawful material in or through the Solution.

5. ExpensAble® Solution and PCI Certification. We represent and warrant that the ExpensAble® Solution has been certified as compliant under the Payment Card Industry-Data Security Standard (“**PCI-DSS**”). We will provide you with a copy of our annual PCI-DSS summary report on compliance or attestation of such compliance upon your request. We agree to promptly notify you in the event that the ExpensAble® Solution ceases to be PCI-DSS compliant.

6. Canada and EU Data Subjects. We comply with the U.S.-EU Safe Harbor Framework and the U.S.-Swiss Safe Harbor Framework for our ExpensAble®, PerformSmart® and OrgPlus® Solutions as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries and Switzerland. Insperty has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement and is listed on the safe harbor list accessible at <http://export.gov/safeharbor>. If you provide Customer Data to us or our affiliates associated with data subjects in Canada or the European Union ("EU"), then you (a) acknowledge and agree that in connection with any service, we will transfer, access, store, and process such EU or Canadian derived Customer Data in the United States and that under EU and Canadian laws, storage outside of the EU or Canada may not ensure an adequate level of data protection (the "**Customer Data Transfer**"); (b) consent to such Customer Data Transfer, and (c) will ensure that you comply with all EU and Canadian laws applicable to you as the data controller of such Customer Data in connection with the Customer Data Transfer.

7. DISCLAIMERS. YOU UNDERSTAND THAT NEITHER WE NOR OUR INSPIERTY PARTNERS ASSUME ANY RESPONSIBILITY FOR THE OPERATION OR PERFORMANCE OF ANY SOLUTION IN A HOST OPERATING ENVIRONMENT OR CONFIGURATION OTHER THAN AS APPROVED BY US OR OUR LICENSOR. YOU ALSO UNDERSTAND THAT THE PERFORMANCE OF THE SOLUTION CANNOT BE GUARANTEED TO ACHIEVE ANY PARTICULAR SPECIFICATIONS BECAUSE SUCH PERFORMANCE IS NOT SOLELY A FUNCTION OF THE SOLUTION BUT ALSO DEPENDS ON OTHER FACTORS NOT CONTROLLED BY US OR OUR INSPIERTY PARTNER, INCLUDING THE SPEED AND QUALITY OF HOST COMPUTERS, NETWORKS, THE CONFIGURATION OF THE COMPONENTS COMPRISING YOUR OPERATING ENVIRONMENT, THE UNPREDICTABILITY OF THE INTERNET TO TRANSMIT INFORMATION, AVAILABILITY OF HOST SYSTEM RESOURCES, YOUR USE OF OTHER SOFTWARE APPLICATIONS, AND THE SKILL LEVEL OF YOUR PERSONNEL USING THE SOLUTION. YOU ACKNOWLEDGE THAT CUSTOMER DATA IS ENTERED AT YOUR OWN RISK, SUBJECT TO THE TERMS OF THIS AGREEMENT.

8. Validation and Internet Access. The Solutions may contain functionality designed to ascertain whether use is proper in accordance with your permitted use. During such a check, the Solution may send information about the Solution and computer or mobile device from which it is accessed. The Solution may also provide associated information to us concerning access to the internet, such as your Internet protocol address, your operating system, and (if applicable) the version of the Solution you are using. The Solution may have functionality for automatic updating; if so, the Solution will communicate with us for this purpose. We may use the information received by means of the Solution in accordance with our applicable privacy policy. By using the Solution, you consent to all of such functionality and such validation checks.

9. Third-Party Software. Additional copyright notices, access rights or license terms, privacy policies, and representations or warranties applicable to the Solution or portions thereof accessible through or provided by third parties may apply. Any such terms can be found on such third party's website. By accepting these Access Terms, you also accept the third-party terms. No representations, warranties, or other commitments of any kind are made by us regarding such third party software unless such third party software

is an Insperty Partner Offering and such representations, warranties or other commitments are explicitly stated in this Agreement.

10. Ownership; License Only. The Solutions are our property or that of our Insperty Partners or their licensors and are protected by copyright Law and are treated as Confidential Information of us or our Insperty Partners and are subject to the Confidentiality Section of the Master Terms. You and your Users are granted non-exclusive access rights (which do not convey any license, sublicense, expressly or by implication, estoppel or otherwise under any Intellectual Property Right owned or held by us or our applicable Insperty Partners), which take effect after your acceptance of these Access Terms. No right, title or interest in any Solution is granted or passed to you, your Affiliates, or Users, except as expressly stated in these Access Terms. You will ensure that each User complies with the User Agreement section of these Access Terms, and you hereby assume and accept all legal duties and responsibilities in connection with these Access Terms or the use or misuse of any Solution by each and every User. You agree to notify us immediately if you become aware that any other unauthorized individual has accessed a User's account or has obtained a User's name and password. The inclusion, exclusion, and continued support for, any feature, functionality, module in, or release of, any Solution is within our or our Insperty Partners' sole and absolute discretion, and you agree that both we and our Insperty Partners retain the absolute right to modify, discontinue, delete or restrict any aspect or feature of our Solutions without any liability or obligation to you. You agree and acknowledge that violation of the restrictions may subject you, your Affiliates or Users to prosecution and/or damages and we will be entitled to seek injunctive relief if applicable to enforce these Access Terms.

11. Termination. Either party may terminate this Agreement with respect to any Solution immediately should such Solution become, or in our opinion be likely to become, the subject of a claim of infringement of any Intellectual Property Right and it is determined that we cannot modify the Solution so that it is no longer infringing or misappropriated, or obtain a license for your continued use of the Solution substantially in accordance with the terms of this Agreement. In addition, we reserve the right to terminate your and your Users' access rights or to charge additional fees if we determine that usernames and/or passwords are being shared among multiple Users in violation of these Access Terms.

12. Export Regulations. All Solutions and technical data delivered under this Agreement are subject to U.S. export control Laws and may be subject to export or import regulations in other countries. You agree to comply with all applicable U.S. export control Laws that relate to our Solutions or their use. You agree that you, your Affiliates and Users will not access or use the Solutions in a U.S.-embargoed country.

13. U.S. Government Restricted Rights. If the Solution is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any Tier), then the U.S. Government's rights in the Solution and accompanying documentation will be only as set forth in this Agreement, in accordance with 48 CFR Sections 227.7201 through 227.7202-4 (for Department of Defense (DOD) acquisitions) and with Section 48 CFR 2.101 and 12.212 (for non-DOD acquisitions).

14. Usage Limitations. You acknowledge that the Solution is not designed or intended for use in the design, construction, operation

or maintenance of any nuclear facility or any other use that may affect individual health and safety. We further disclaim any express or implied warranty of fitness for such uses. You further acknowledge and agree that the inclusion, exclusion, and continued support for, any feature, functionality, module in, or release of, the Solution is within our sole and absolute discretion, and we retain the absolute right to modify, discontinue, delete or restrict any aspect or feature of the Solution without any liability or obligation to you.

15. Indemnity. In addition to your other indemnities under this Agreement, you will defend and indemnify each applicable Insperity Indemnified Party for any and all claims, losses, damages, and costs (including time and materials costs and reasonable attorneys' fees)

arising from or relating to untruthfulness, fraud or misrepresentation (whether intentional or otherwise) with respect to your representation and warranty concerning rights to Customer Data.

16. Privacy. Provided that neither we nor our Insperity Partner violates our or its published privacy policy with respect to storage or processing of data entered into a Solution, you accept full and complete responsibility for compliance with all Laws and other requirements relating to privacy, in connection with, in any manner whatsoever, any Customer Data entered into such Solution.

**SERVICE LEVEL AGREEMENT AND SUPPORT AND MAINTENANCE
FOR CLOUD-BASED SOLUTIONS**

These Online Additional Terms address our Service Level Agreement (“SLA”) and Support and Maintenance for our Cloud-Based Solutions. In the event that our Targeted Uptime (as defined below) is not met, we will provide a service level credit against your next monthly invoice with respect to the applicable Cloud-Based Solutions as described below. These credits are your sole and exclusive remedy for errors, delays, downtime, failures, or non-conformities with regard to the relevant Cloud-Based Solutions or their accessibility, activities, inactivity, performance or failures.

1. SERVICE LEVELS

A. Uptime. We will use commercially reasonable efforts to achieve at least 99.5% Uptime for all Cloud-Based Solutions in any calendar-month period. We refer to this threshold as the “Targeted Uptime”.

“Uptime” is calculated by dividing the total number of minutes in the specified month by the total number of minutes that the applicable Cloud-Based Solution was available in the specified month and multiplying the result by one hundred percent (100%) to receive the percentage of minutes during the specified calendar month in which the applicable Cloud-Based Solution for which you have subscribed is unavailable for reasons other than a force majeure event or scheduled downtime. A Cloud-Based Solution is deemed “unavailable” during the time when a Severity 1 Error (defined below) has occurred and has not been cured. By way of example only, if January has 31 days totaling 44,640 minutes (number of days x 24 hours x 60 minutes) and a Severity 1 Error results in downtime for 52 minutes, the Cloud-Based Solution affected would be calculated to have had Uptime for 44,588 calendar minutes (total minutes minus downtime minutes) which equates to 99.88% Uptime (44,588 / 44,640 = 0.9988 x 100 percent) which would be rounded up to 99.9% in accordance with standard accounting principles and would be considered to have met our Targeted Uptime for such calendar month, resulting in no applicable credit allowance.

B. Service Level Credits. In the event that the Uptime for a Cloud-Based Solution falls below the applicable Targeted Uptime, you may obtain a credit in the amount shown in the table below by requesting the credit from us in writing within thirty (30) days of the end of the month in which the event giving rise to your right to the credit occurred. The request must include a summary of the incidents/outages, including the date, time and duration. We will contact you by email within ten (10) business days of receipt of your request to explain the status of the request.

<u>Uptime</u>	<u>Credit Percentages*</u>
99.5% or greater	N/A
98.5% to 99.49%	10%
97.5% to 98.49%	20%
Below 97.5%	30%

*Credit is calculated as a percentage of the PEPM Fees invoiced for the affected Cloud-Based Solution for the month in which the Targeted Uptime was not achieved.

Upon substantiating your claim, we will issue a credit against your next monthly invoice after a credit is allowed. We will only issue a credit if you are in compliance with the Agreement. Credits for a

month may not exceed one (1) month's PEPM Fees for the affected Cloud-Based Solution, as measured by the month in which the incident or incidents occurred.

C. Maintenance Downtime. We endeavor to provide you with at least two (2) business days’ notice of any scheduled downtime for Cloud-Based Solutions outside of the following routine maintenance scheduled downtime window:
6 pm Saturday to 6 pm Sunday, Houston, Texas time

In addition, urgent maintenance may be required on occasion. Urgent maintenance may include security-related issues and/or technical problems that could impact the availability of the relevant Cloud-Based Solution. In those cases, we will attempt to notify you prior to scheduling such downtime if time reasonably permits; however, we will not be required to provide that notice before performing urgent maintenance. We will send out notification after commencement of urgent maintenance if we were not reasonably able to notify you in advance and if the urgent maintenance unreasonably interfered with the Cloud-Based Solution, as determined by us. In such a case, the Cloud-Based Solution will be deemed unavailable during such period.

2. SUPPORT AND MAINTENANCE PLAN

A. Support Generally. With respect to each Cloud-Based Solution, our Support and Maintenance is included. All support is provided in English. Cloud-Based Solution setup, installation and training are excluded from the Support and Maintenance.

B. Updates and Upgrades. Updates and upgrades to Cloud-Based Solutions are included within the monthly PEPM Fee and will be provided to you during the Term of the Agreement. It is your responsibility to confirm the compatibility of any updates or upgrades with your systems.

C. Support Hours. The business days and hours stated below will only be counted as times falling within our “Support Hours,” that is, the times when phone/email support is available for the Cloud-Based Solutions. All of our Cloud-Based Solutions offer Support Hours from 8:00 am to 5:00 pm Houston, Texas time, Monday through Friday. In addition, some of our Cloud-Based Solutions offer expanded Support Hours as follows:

TimeStar®: 8:00 am to 6:00 pm, Monday to Friday
ExpensAble®: 7:00 am to 7:00 pm, Monday to Friday

All Support Hours exclude our recognized holidays (New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day).

D. Response Times. We seek to respond in a timely manner to errors identified by you in the applicable Cloud-Based Solution that impair functionality (“**Errors**”) that you report through our help desk via phone, email or chat support, as applicable for the affected Cloud-Based Solution. Only those persons who both have been trained on the applicable Cloud-Based Solution and designated in an applicable Delivery Order or other written communication as a “designated administrator” may contact us for support. For purposes of this SLA, “**respond**” or “**response**” means to acknowledge the error and assign a staff member to review and commence a plan to address such error.

We endeavor to respond to errors reported as follows:

Error Type:	Response Time
Severity 1 Error	1 hour
Severity 2 Error	2 hours
Severity 3 Error	24 hours

With respect to Severity 1 Errors, we endeavor to resolve such errors within 1 business day and will escalate those matters to senior support staff to assist with timely resolution. We will provide status updates for Severity 1 Errors every business day and for Severity 2 Errors every two business days until resolved.

3. ERROR TYPES; LIMITATIONS

A. For the purposes of the above response time schedules, the following definitions will apply:

- i. “**Severity 1 Error**” means a condition where the Cloud-Based Solution is not operable and cannot be accessed by you via normal Internet communications.
- ii. “**Severity 2 Error**” means a condition where you are able to access and use the Cloud-Based Solution but the functionality of such Cloud-Based Solution that is required for you to submit a payroll for timely processing is substantially [or critically] restricted by the problem existing within such Cloud-Based Solution or applicable integrated Cloud-Based Solution, as reasonably determined by us.
- iii. “**Severity 3 Error**” means a condition where you are able to access and use the Cloud-Based Solution with some restrictions on the available functions, but business operations of any kind are not substantially restricted by the problem, as reasonably determined by us.

Support staff may need you to provide additional information to assist in attempts at resolution of reported Errors including screenshots, steps to reproduce Error, browser version/settings, operating system version/settings, and users impacted by the Error.

B. The following occurrences are not considered Errors and will not be counted with regard to Uptime or response time determinations, and are not covered by our Support and Maintenance:

- i. failure of your power sources or other resources,
- ii. equipment, content, or software delivered by you, including the integration of any services with software that we did not provide,
- iii. acts or omissions by you, your employees, agents, contractors or vendors, or anyone gaining access to the Cloud-Based Solution by or through you, other than the licensed use of the Cloud-Based Solution,
- iv. any third party unauthorized access or malicious misconduct,
- v. Issues or errors with networks or equipment not owned or controlled by us, including the internet, public wireless networks and connections to internet networks not controlled by us,
- vi. onsite support, or
- vii. scheduled maintenance, including network or Internet service upgrades.

We can provide onsite support for the above types of events at our then prevailing hourly professional services rates for support that falls outside of our Support and Maintenance. Any such requested professional services will be subject to our [Professional Services/Consulting Terms](#).

INSPERITY TIMECLOCKS SUPPORT AND MAINTENANCE PLAN

1. Support Generally. With respect to Insperty timeclocks and components ordered for use with our TimeStar® Solution (hereinafter referred to as “**Equipment**” for purposes of these Online Additional Terms), the description, Support and Maintenance purchased by you (if any), and applicable time period of your coverage will be reflected on the Delivery Order. This Insperty Timeclocks Support and Maintenance Plan (“**Equipment Plan**”) is not applicable to any other hardware or components delivered by us, or any iSolved® timeclocks or components delivered by us or an Insperty Partner. The Equipment Plan protects Equipment delivered to you in good working order against hardware failures and defects occurring during the applicable support period. In the event you receive Equipment that is determined to be Dead on Arrival (“**DOA**”), we will credit your Account for shipping expenses incurred upon return of such DOA Equipment. The Equipment Plan does not provide for parts or labor necessary to initially install any Equipment or to re-install any replacement Equipment, or to perform customizations for any Equipment. Installation parts or labor will be invoiced by us as applicable at our prevailing rates. Equipment Support and Maintenance is available Monday through Friday, from 8:00 a.m. to 5:00 p.m., Houston, Texas time (“**Equipment Support Hours**”). All Equipment Support Hours exclude our recognized holidays (New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day).

2. Manufacturer’s Warranty. We will pass through any express warranty provided by the Equipment manufacturer and will work directly and solely with the manufacturer on any issues related to the passed through Equipment warranty upon your return to us of any defective Equipment for such purpose during the manufacturer warranty period. All new Equipment receives a 30 day manufacturer’s warranty effective from the date of shipment. If you purchased additional Equipment Support and Maintenance from us on your Delivery Order, your support coverage period begins the first day occurring after the completion of the 30 day manufacturer’s warranty period and continues for a period of one year with annual support plan renewal purchase allowances thereafter on each subsequent one year anniversary date, unless otherwise stated in the applicable Delivery Order. If support has lapsed for more than 90 days, it may be reinstated by paying a reinstatement fee plus the lapsed months’ support with the new support year beginning as of the support reinstatement date.

3. Troubleshooting and Defective Equipment Returns. Following our receipt of a Support and Maintenance request, we will confirm that the request includes information necessary for a timely and efficient response from our support personnel. If you experience an Equipment failure or defect, you may request Support and Maintenance during our Equipment Support Hours either via email or phone for us to take remote troubleshooting efforts to make the Equipment operational in accordance with its documentation. In the event remote assistance does not restore functionality to the Equipment, we will make the determination as to whether you require temporary replacement Equipment to be shipped to you while we further troubleshoot the defective Equipment onsite at our location upon your return of such defective Equipment to us. After you receive instruction and shipping information from us, Defective Equipment should be shipped F.O.B. Destination at your expense in appropriate packaging to avoid any further damage to the Equipment (“**Shipment Location**”). If remote

troubleshooting is unsuccessful and the reported issue is not corrected, the determination to ship a replacement to you must be made prior to 3:00 pm Houston, Texas time during Equipment Support Hours in order for your replacement Equipment to be shipped the same day that the determination is made; otherwise the replacement Equipment will be shipped on the next business day. We will ship temporary refurbished or new replacement Equipment while we service the returned defective Equipment, such action to be taken will be determined by us in our sole discretion. At your option, temporary replacement Equipment may become your permanent replacement for the defective Equipment. Any replacement Equipment provided to you will be protected by our Equipment Plan for the remainder of your applicable plan coverage period regardless of whether the replacement is temporary or permanent replacement Equipment. Our Equipment Plan does not cover parts or service required as a result of abuse or misuse, including, droppage, strikes or blows, lack of proper Equipment maintenance, floods, fires or other acts of nature. Damaged equipment is to be reviewed and evaluated for repair on a case by case basis. Under no circumstances should you tamper with, disassemble or modify Equipment, unless explicitly instructed as a part of the troubleshooting services by our support personnel. Such restricted actions will void your Equipment Plan with no entitlement to refund and may also void any manufacturer’s warranty. If no Equipment Plan is indicated on the Delivery Order, then these Support and Maintenance terms do not apply and any Equipment purchased by you is provided by us “AS IS” with no liability to us for any failure of such Equipment regardless of fault. We will commence

4. Shipment of Replacement Equipment. If we elect to ship a temporary replacement, Equipment will be shipped by overnight courier to customers located within the continental United States at our expense, and to international customers at the customer’s expense for international shipping charges. Upon our completion of the repair of defective Equipment, we will request that your temporary Equipment be returned to us at our Shipment Location within 14 business days of your receipt of the repaired Equipment returned to your designated shipping location (“**Shipping Period**”) or you will be invoiced at our discretion for a service charge calculated at \$50.00 per business day from the first business day occurring after the end of the Shipping Period through the date of receipt of the Equipment by us, but in no event will these service charges exceed the published retail value of the replacement Equipment.

PROFESSIONAL SERVICES/CONSULTING TERMS

The following Online Additional Terms apply to any Professional Services (as defined herein). “**Professional Services**” means any technical, consultation, training, implementation, or other professional services that we agree to provide (directly or indirectly through contractors or an Insperty Company) to you pursuant to an Ordering Document. Each Ordering Document will specify and provide a description of the Professional Services to be provided to you.

1. Project Staffing. We will provide trained, knowledgeable and skilled personnel, that we reasonably believe are adequate to complete the Professional Services. To the extent that a Professional Service is solely advisory, no result is assured or guaranteed by us.

2. Customer Obligations. You will perform your responsibilities in a professional and workmanlike manner, and, in addition to your other responsibilities under this Agreement, you will cooperate with us with respect to the Professional Services to the extent reasonably requested or otherwise reasonably necessary for the provision to you of the Professional Services. In addition, you will assign, and upon our request, make available to us, sufficient numbers of your qualified employees and/or third-party contractors to coordinate and fulfill performance of your responsibilities hereunder and facilitate our performance of the Professional Services. Our obligations with respect to the Professional Services at all times will be subject to and conditioned upon you, in a timely manner, providing us with all data, records, facilities, workflow information, data formats, computer systems or secure VPN connections (as applicable), and all other reasonable information, materials, and access required to perform the Professional Services, and cooperation reasonably requested by us or otherwise reasonably necessary for the provision to you of the Professional Services. You will timely, fully and accurately complete and sign off on any pre-installation equipment surveys or installation requirements documentation that we will provide to you or request during project discovery phases. Unless you have timely, fully and accurately described any nonstandard requirements and we or our Insperty Partner, as applicable, have accepted such nonstandard requirements in writing, then neither we nor our Insperty Partners will have responsibility for assisting you to implement any Insperty Offering or Insperty Partner Offering in a manner that addresses those requirements or otherwise be responsible for the failure of an Insperty Offering or Insperty Partner Offering to meet those requirements.

3. Implementation and Set-Up. Any implementation or set-up services that we or an Insperty Company will provide as set forth on an Ordering Document are considered Professional Services for purposes of this Agreement.

4. Rates for Professional Services. Professional Services will be provided at the rates or fixed fee set forth in an applicable Ordering Document or otherwise communicated in writing by us or, if such rates or fixed fee are not so set forth or communicated, at our prevailing published rates.

5. Expenses. Unless otherwise stated in an Ordering Document, expenses will be due thirty (30) days from the date of our invoice and will be limited to reasonable “out-of-pocket” expenses, including travel expenses necessarily and actually incurred by us in the performance of the Professional Services.

6. Provision of Professional Services. Unless otherwise set forth in an Ordering Document, none of the Professional Services will take place physically at any of your facilities, and all Professional Services will be conducted either at our facilities or via telephone, web conference, email or other form of electronic communication or connection that we determine. We may also use subcontractors to provide the Professional Services though we will remain responsible for their performance.

7. Definition of an Onsite Day. An onsite day is defined as an eight (8) hour workday where our assigned employee(s) reports to your site to work. Time billed for onsite time will be billed at a per diem rate of the currently agreed upon hourly rate multiplied by eight (8) hours unless otherwise indicated in an Ordering Document. If one of our employees works more than eight (8) hours in an onsite day, we will bill at the agreed upon hourly rate multiplied by a percentage of 150% unless otherwise indicated in an Ordering Document.

8. Frustration of Performance. In the event our staff reports to your site to work and is unable to work a full or a portion of an onsite day because of equipment failure, early closing, meetings that suspend work, your failure to make your employees available as necessary, your failure to satisfy previously identified prerequisites, or any other factor not under our control, we will bill for a full or the appropriate portion of a normal onsite day for each staff member so affected. Any such time billed will be considered by the parties to be outside the scope of the Ordering Document and an addition to the Professional Services fees.

9. Cancellation of Scheduled Work. In addition to the Termination for Cause provided in the Master Terms or any additional termination right stated in an Ordering Document, either party may terminate the Professional Services contemplated by an Ordering Document, without cause, by providing the other party with at least thirty (30) days written notice. In the event you cancel any scheduled Professional Services agreed to in an Ordering Document without cause on less than thirty (30) days prior written notice, we reserve the right to charge you, and you agree to pay us, the fee for such Professional Services as would have been provided during such thirty (30) day period. You further agree to pay all non-recoverable expenses incurred by us in anticipation of performing the cancelled Professional Services. You further agree that there is no refund of any amounts prepaid in anticipation of performing the cancelled Professional Services (except with respect to implementation or initial setup as otherwise stated in this Agreement), unless this Agreement is terminated by us without cause.

10. Non-Solicitation of Personnel. You agree that during the term of any Ordering Document and for a period of twelve (12) months thereafter, you will not, except with our prior written approval, directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor, a member of our staff or an Insperty

Company's staff engaged in any efforts to provide Professional Services pursuant to the Ordering Document.

11. Termination. In addition to the termination rights stated in the Master Terms, upon your act of default, we will have the option, in our sole and absolute discretion, of terminating an Ordering Document, or portion thereof, for Professional Services. No refund will be given to you for termination of an Ordering Document, or portion thereof, for Professional Services due to your default. The following acts constitute your default and material breach of these Professional Services Terms and Conditions and may result in termination for cause in accordance with the Master Terms: (i) your failure to pay an invoice when due; (ii) your failure to promptly respond to our reasonable requests for information or allow our reasonable access to your records and executive personnel as needed to provide Professional Services stated in an Ordering Document; (iii) abusive, harassing or improper treatment of our personnel by your officers or employees; (iv) knowingly furnishing false or misleading information to us; or (v) your material breach of any term, warranty or obligation of these Professional Services Terms and Conditions.

If this Agreement is terminated, all Ordering Documents for Professional Services will immediately terminate. If all or a portion of any Ordering Document is terminated as permitted in these Professional Services/Consulting Terms, this Agreement will remain in full force and effect unless the written termination notice (i) specifically terminates this Agreement along with all Ordering Documents or (ii) is by us for your default as defined above. Upon termination of this Agreement and all Ordering Documents for

Professional Services, we will promptly invoice you for any outstanding fees due and owing under such Ordering Documents. In the event only certain Ordering Documents are terminated, then we will promptly invoice you for any outstanding fees due and owing that are applicable to those Ordering Documents that are so terminated. You will pay any such undisputed fees to us in accordance with the payment terms set forth in this Agreement or applicable Ordering Document.

12. INDEMNIFICATION. IN ADDITION TO ANY OTHER INDEMNITY CONTAINED IN THIS AGREEMENT, YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD THE INSPIRITY INDEMNIFIED PARTIES, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, OR EXPENSE (INCLUDING COST OF INVESTIGATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES) AND CLAIMS FOR DAMAGE OF ANY NATURE WHATSOEVER INCLUDING CLAIMS CAUSED ALL OR IN PART BY YOUR OWN NEGLIGENCE, WHETHER KNOWN OR UNKNOWN AND WHETHER DIRECT OR INDIRECT, AS THOUGH EXPRESSLY SET FORTH AND DESCRIBED HEREIN, WHICH INSPIRITY INDEMNIFIED PARTIES MAY INCUR, SUFFER, BECOME LIABLE FOR OR WHICH MAY BE ASSERTED OR CLAIMED AGAINST INSPIRITY INDEMNIFIED PARTIES WITH RESPECT TO ANY ORDERING DOCUMENT FOR PROFESSIONAL SERVICES OR YOUR USE OF ANY REPORT OR OTHER INFORMATION PROVIDED BY US UNDER AN ORDERING DOCUMENT. THE PROVISIONS CONTAINED IN THIS SECTION WILL BE DEEMED TO BE CONTRACTUAL IN NATURE AND WILL SURVIVE TERMINATION OF THIS AGREEMENT. THE DAMAGE LIMITATIONS CONTAINED IN SECTION 7.C OF THE MASTER TERMS AND CONDITIONS WILL NOT APPLY TO THE INDEMNITY OBLIGATION CONTAINED IN THIS SECTION.

TERMS FOR THE TIMESIMPLICITY™ SCHEDULER (Insperity Partner Offering Add-On to TimeStar®)

The following Online Additional Terms apply to you if your Delivery Order includes TimeSimplicity™, which is provided by our Insperity Partner through us (together with all related documentation, modules, updates, modifications, enhancements, or new versions thereto as provided by our Insperity Partner, “TimeSimplicity”). TimeSimplicity is offered as a Cloud-Based Solution for the purposes of this Agreement. Accordingly, in addition to these Terms for the TimeSimplicity Scheduler, your use is governed by our [Terms of Use for Cloud-Based Solutions](#). In the event of any inconsistency between these Terms for the TimeSimplicity Scheduler and our Terms of Use for Cloud-Based Solutions, these Terms for the TimeSimplicity Scheduler shall take precedence.

1. TimeSimplicity Solution Access. Subject to the terms and conditions set forth herein, and in consideration of your payment to us of all amounts due, we grant you, for the TimeSimplicity Cloud-Based Solution described in your Delivery Order, a limited, non-exclusive, non-transferable, non-sublicenseable right of access as provided by our applicable Insperity Partner to use the applicable TimeSimplicity Cloud-Based Solution solely for business purposes within the U.S. No title or ownership of TimeSimplicity or related documentation (or any copy thereof) is transferred to you by way of this Agreement. Ownership of TimeSimplicity and its related documentation remains exclusively with TimeSimplicity.

2. TimeSimplicity Support. Extended support covering a period of at least 12 months must be purchased with TimeSimplicity and is renewable annually thereafter. TimeSimplicity support representatives may be available to answer TimeSimplicity questions directly; however, training of new systems operators or retraining existing operators is not within the scope of the software support that may be provided by TimeSimplicity when you purchase your support package from us. You may separately order and purchase remote or onsite training through us, which will be conducted remotely from our office location or onsite at your office location by one of our installers or by a factory-trained TimeSimplicity installer (as applicable).

3. TimeSimplicity Implementation & Training. In order for TimeSimplicity to be successfully implemented, it is imperative that:

- A. Your computer equipment, network, and operating system are compatible with TimeSimplicity.
- B. You timely, fully and accurately complete the Pre-installation Equipment Survey and TimeSimplicity Site Survey that we will provide to you. Unless you have timely, fully and accurately described any nonstandard requirements and we or our Insperity Partner, as applicable, have accepted such nonstandard requirements in writing, then neither we nor our Insperity Partner will have responsibility for assisting you to implement TimeSimplicity in a manner that addresses those requirements or otherwise be responsible for the failure of TimeSimplicity to meet those requirements. An authorized installation representative approved by us must install TimeSimplicity and train your qualified systems operator(s) in its operation.
- C. You must prepare the office location for installation, including having all computers and networking in place and operational in accordance with TimeSimplicity requirements prior to the installation. You must also provide qualified systems operator(s) available for uninterrupted training during the entire scheduled training session.

4. TimeSimplicity Warranties. TimeSimplicity is certified to operate in substantial conformance to the manner described in documentation and manuals for TimeSimplicity and in hosted operating environments approved by us or our Insperity Partner. **YOU UNDERSTAND THAT NEITHER WE NOR OUR INSPERITY PARTNER ASSUMES ANY RESPONSIBILITY FOR THE OPERATION OR PERFORMANCE OF ANY CLOUD-BASED SOLUTION IN A HOSTED OPERATING ENVIRONMENT OR CONFIGURATION OTHER THAN AS APPROVED BY US OR OUR INSPERITY PARTNER. YOU ALSO UNDERSTAND THAT THE PERFORMANCE OF TIMESIMPLICITY CANNOT BE GUARANTEED TO ACHIEVE ANY PARTICULAR SPECIFICATIONS BECAUSE SUCH PERFORMANCE IS NOT SOLELY A FUNCTION OF THE CLOUD-BASED SOLUTION BUT ALSO DEPENDS ON OTHER FACTORS NOT CONTROLLED BY US OR OUR INSPERITY PARTNER, INCLUDING THE SPEED AND QUALITY OF HOST COMPUTERS, NETWORKS, THE CONFIGURATION OF THE COMPONENTS COMPRISING YOUR OPERATING ENVIRONMENT, AVAILABILITY OF HOST SYSTEM RESOURCES, YOUR USE OF OTHER SOFTWARE APPLICATIONS AND THE SKILL LEVEL OF YOUR PERSONNEL USING TIMESIMPLICITY.**

5. DISCLAIMER OF WARRANTIES; LIMITATIONS OF LIABILITY AND DAMAGES. EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR IN THE MASTER TERMS, NEITHER WE NOR OUR INSPERITY PARTNER MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING TIMESIMPLICITY OR ANY OTHER MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE OF ANY CLOUD-BASED SOLUTION, AND WE AND OUR INSPERITY PARTNER HEREBY SPECIFICALLY DISCLAIMS THE SAME. YOU UNDERSTAND THAT YOU MAY NOT RELY ON ANY ORAL OR WRITTEN REPRESENTATIONS OR WARRANTIES ON THE PART OF ANY SALESPERSON OR OTHER AGENT, BUSINESS PARTNER OR DISTRIBUTOR OF TIMESIMPLICITY AND THAT THE ONLY REPRESENTATIONS AND WARRANTIES APPLICABLE TO TIMESIMPLICITY ARE SET FORTH HEREIN. THE EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES SECTION OF THE MASTER TERMS WILL APPLY TO YOUR ORDER FOR TIMESIMPLICITY AND ALSO APPLIES WITH RESPECT TO LIMITING THE LIABILITY OF OUR INSPERITY PARTNER FOR TIMESIMPLICITY.

LEAVE ADMINISTRATION TERMS

(For Workforce Administration™ Solution Customers only)

The following Online Additional Terms apply to you if you are an Insperty® Workforce Administration™ Solution customer and your Delivery Order includes leave administrative services provided by our Insperty Partner and invoiced by us as billing agent (“**Leave Administration Services**”).

1. Our Insperty Partner will provide you with the following types of Leave Administration Services including continuous and intermittent leaves (“**Leaves**”):

- A. Any state mandated Leave;
- B. FMLA Leaves;
- C. Non-FMLA medical leaves or personal Leaves;
- D. Leaves related to short and long term disability;
- E. Military Leaves; and
- F. Workers’ compensation Leaves.

Leave Administration Services does not include local sick Leave or assessment involving local Leave Laws.

2. Our Insperty Partner will provide you with the following actions as a part of the Leave Administration Services:

A. Track and periodically report your employee Leaves (including intermittent Leaves) based on any 12-month period and in any increments of time compatible with your payroll system;

B. Upon receipt of a Leave request, our Insperty Partner’s intake specialist will assess initial Leave eligibility and notify the employee in writing within two (2) business days of the initial Leave assessment (or any shorter period if required by Law) of (i) the employee’s eligibility for such Leave; (ii) all disclosures and information required by Law; (iii) information regarding the employee’s rights and responsibilities; (iv) information regarding your sponsored Leave and benefit policies that you have provided to us in writing; and (v) if applicable, any requirement to provide a health care provider’s certification form;

C. Our Insperty Partner’s intake specialist will document all communications with the employee in a case file to ensure timely return of any required documentation;

D. Upon receipt of any required documentation, our Insperty Partner will make a determination and designation of the type of Leave and the time period needed for Leave based on the health care provider’s certification, if applicable, and notify you and the employee in writing of such designation;

E. If the employee fails to provide any required documentation or provides documentation that is insufficient to certify the Leave, our Insperty Partner will notify you and the employee in writing of any such deficiencies or consequences associated with failure to provide any required documentation;

F. If applicable, manage and coordinate any ongoing Leave with any disability and workers’ compensation benefits, including responding to any state disability requests about the Leave;

G. Recertify any Leave periods necessary and assist an employee with return to work coordination and fitness for duty upon expiration of employee’s Leave period;

H. Notify the employee (with a copy to you) in writing of an employee’s Leave status prior to the exhaustion of such Leave;

I. If employee does not return to work prior to exhaustion of Leave benefits, notify employee in writing (with a copy to you) of such exhaustion of Leave benefits;

J. Collaborate with you to maintain compliance with applicable Law and your internal policies of which we have been provided written copies;

K. Timely provide you with state compliance updates (including new Leave Laws or changes to existing Leave Laws); and

L. Reasonably assist you with any governmental audits of any Leave by providing documentation and information that you reasonably request.

3. We will assign you a claims administration team which will include an account manager and a team of our Insperty Partner’s Leave specialists who will work as a unit to manage your Leave incidents. Notwithstanding the foregoing, you will remain responsible for compliance with applicable Laws, including the ADA and FMLA. The claims administration team will: (a) coordinate and facilitate all Leave paperwork and required documentation as well as return to work coordination; (b) provide ongoing written and verbal communication with your employees and your designated HR personnel; and (c) provide you with data and reports.

4. Within sixty (60) days of execution of a Delivery Order or such other time as the parties may agree, we will coordinate with you and our Insperty Partner in order for our Insperty Partner to perform your website integration which includes:

A. Holding a Leave Administration Services kick-off meeting with you to outline and discuss account specific handling instructions and to determine claims handling workflow;

B. Reviewing your paid and unpaid Leave policies and benefit policies applicable to Leaves;

C. Reviewing which Leave laws are applicable to you based on the information provided to us and discussing the requirements of applicable Leave Laws with you;

D. Preparing your customized program materials including form letters, email notification templates, and periodic reports; and

E. Formal launch of your Leave Administration Services.

5. We will provide toll-free telephone access and email access for you to contact our Insperity Partner's Leave specialists which specialists will be available for consultation from 8 a.m. until 5 p.m. Houston, Texas time, Monday through Friday except for our recognized holidays.

6. You will provide us or our Insperity Partner with employee Leave information as reasonably requested which is necessary to set up your new Leave Administration Services.

7. You will submit a Leave claim intake form as provided by us as well as any other information reasonably requested by us or our Insperity Partner for each employee requesting Leave.

TERMS FOR TRAINING PRODUCTS (including Insperty Partner Offering Online or Instructor-Led Courses)

(For Non-Workforce Optimization®/Workforce Synchronization™ Customers only)

The following Online Additional Terms for Training Products will apply to you if you are neither a WorkForce Optimization® nor WorkForce Synchronization® client and have agreed to license Training Products from us.

1. **Description.** We will (or will cause our Affiliates to) provide or make available to you the Training Products set out in the applicable Delivery Order.

2. **Definitions.** Solely for the purpose of these Terms for Training Products, the following definitions will apply:

A. **“Affiliate”** means (i) any legal entity, directly or indirectly, owning, controlling or holding 50% or more of the outstanding voting securities or similar ownership rights of the entity in question; (ii) any legal entity 50% or more of whose outstanding voting securities or similar rights are, directly or indirectly, owned, controlled by or held by the entity in question; or (iii) any legal entity, directly or indirectly, under common control with the entity in question, provided however that Affiliate will not include any legal entity that meets any of the standards in clauses (i), (ii) or (iii) of this definition because such entities are commonly owned or controlled by one or more private equity or other investment funds. For purposes of this definition, the term **“control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a legal entity, whether through the ownership of outstanding voting securities or similar ownership rights of such entity, by contract or otherwise.

B. **“End Users”** means those users whom you have authorized to receive a license hereunder by notifying us of the name and email contact information of those users, regardless of whether those users actually use any Training Products. The total number of End Users cannot collectively exceed 2,500 between you and your Affiliates without our advanced written approval.

C. **“Intellectual Property”** means anything that is, has been, or is capable of being patented, protected as a trade secret, protected by copyright Law (including copyrights in computer programs, software, computer code, documentation, manuals, specifications and data), or protected by or under any other United States or foreign Laws relating to intellectual or industrial property rights.

D. **“On-Line Training Products”** means training products that are provided via Internet connection, and is self-paced, pre-recorded for viewing at any time.

E. **“Training Products”** means the training products and services identified on the Delivery Order, including On-Line Training Products, all associated materials, assessments, systems (including any on-line system made accessible by Insperty or its licensors), presentations, courses, manuals, media and program contained therein.

3. **License and License Restrictions.**

A. **License.** We hereby grant you a nonexclusive, worldwide, non-transferable license (without the right to sublicense) for

the term stated in the Delivery Order, to use and to allow the End Users to access and use the Training Product(s) selected in the Delivery Order for internal training purposes only. All rights are reserved, and all Intellectual Property in any and all Training Products are and will remain our property or the property of our licensors. You agree that you will not, and will not permit your End Users to, remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded by us or our licensor(s) on or in any part of the Training Products.

B. **License Restrictions.** Any Training Products provided or made available to End Users may only be used by End Users and may not be modified, incorporated into any other works, translated, or reproduced without our express written consent. Except as provided herein, you agree not to, and will not permit your End Users to: (i) distribute, sell, sublicense, rent, transfer, market or otherwise make available the Training Products to any third parties, (ii) disseminate analysis or assessment information (including benchmarks and performance tests from any system provided by Insperty or its licensors) or (iii) use any Training Product other than as permitted herein or within a country in which use of the Training Products is prohibited by U.S. export Laws. To the maximum extent permitted by Law, you agree that you will not, and will not permit your End Users to, alter, reverse engineer, decompile, disassemble, or copy any Training Products or otherwise attempt to derive source code from or create derivative works based upon Training Products. We are licensing the Training Products to you solely to be used in the context of the training or assessments described in the Delivery Order.

C. **Enforcement.** You will be responsible for notifying us of any violations of this Agreement as they come to your attention. You agree to reasonably assist us and/or our licensors in any action or claim against you or an End User to enforce our rights and/or the rights of our licensors. You will ensure that your End Users agree to these Terms for Training Products. You will be liable for any violation of this Agreement by you or your Affiliates' End Users. Because of the unique and proprietary nature of the Training Products, you understand and agree that our remedies at Law for a breach by you or any of your End Users of these Terms for Training Products will be inadequate and that we are, in the event of any such breach, entitled to seek equitable relief (including provisional and permanent injunctive relief and specific performance) in addition to all other remedies provided under this Agreement or available to us at Law and you waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

D. **Termination.** In addition to the termination rights stated in the Master Terms, our obligation to provide any Training Products will terminate automatically, simultaneously in whole or in part, as applicable, upon termination of any third party agreement or license necessary to the provision of the Training Products, unless we agree otherwise. We will refund to you

any amounts prepaid that relate to the terminated Training Products. We may disable access to the Training Products immediately if, in our sole discretion, any use of the Training Products violates this Agreement.

4. Representations and Warranties.

A. Customer. You represent and warrant to us that:

i. You will use all training and any other outputs of Training Products in the manner in which they are intended to be used per our instruction, and that all application of training is at your sole risk and responsibility.

ii. You understand and agree that all human resources, employment related or other decisions by you are made solely by you at your own risk.

iii. You understand and agree that training is not legal advice and that you will obtain human resources or legal advice as appropriate in making human resources, employment related or other decisions.

iv. You understand and agree that all of your employment related or other decisions made as a result of using the Training Products are made solely at your own risk.

v. Neither you, nor any Affiliate, has been a customer of Skillsoft Corporation within the 6 month period preceding execution of a Delivery Order.

vi. You will use the Training Products in the manner in which they were intended to be used per our instruction, and

all application of the Training Products provided by us is at your sole risk.

vii. At all times during the Service Term, you and your Affiliates will cumulatively have fewer than 2,500 total employees.

viii. At all times during the Service Term, your headquarters and Affiliate offices will be located within the territorial boundaries of the United States of America.

B. Insperty. We will not be bound by any other representation, warranty, covenant, term or condition other than as expressly set forth in the Master Terms or these Terms for Training Products.

C. Indemnification. In addition to your other indemnities under this Agreement, you will indemnify, defend and hold the Insperty Indemnified Parties harmless from and against all claims, damages or other liabilities asserted by or payable to third parties arising out of: (i) your acts or omissions including your failure, or that of your employees, agents or other persons operating on your behalf to observe or perform any of your duties or obligations under this Agreement, any violation of this Agreement, or the failure or breach of any of your representations or warranties made under this Agreement; (ii) or in connection with any property, information, software, documentation or materials provided by you to us or our licensors or that we or our third party licensors host on any Training Product as requested by you; (iii) your or your employees, contractors, agents or other person acting on your behalf intentional or negligent acts, including those that cause death or injury to persons or damage to or loss or destruction of any real or tangible personal property, or (iv) in connection with your breach of the warranties stated in this Agreement.