

## **EverythingBenefits 'Third Party Access Terms'**

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THIS SERVICE (AS DEFINED BELOW). BY USING THIS SERVICE YOU ARE INDICATING YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

These third party access terms and conditions (these "Access Terms") supplement the terms and conditions of your agreement between HRIZONS LLC ("HRIZONS") and Customer ("Third Party Subscriber", "you" or "your") and pursuant to which you receive services from HRIZONS (the "HRIZONS Agreement"); provided, however, that these Access Terms only apply to the products and services provided by EverythingBenefits, Inc., a Delaware corporation ("EverythingBenefits"), through its website, software platform and related technologies, (collectively, for purposes of these Access Terms, the "Service"), as well as your use and distribution of the Service to End-Users (as defined below) accessed through your relationship with HRIZONS.

In the event of any conflict between these Access Terms and the HRIZONS Agreement relating to the Service, these Access Terms will govern. EverythingBenefits will be a third party beneficiary of these Access Terms (but, for avoidance of doubt, not for any other part of the HRIZONS Agreement). Through your online electronic acceptance or use of the Service, you are certifying that you have read these Access Terms, that you know and understand the meaning and intent of these Access Terms, and that you are an authorized representative and have the legal authority to enter into these Access Terms on behalf of your company.

**Use Grant.** Subject to the conditions set forth below, EverythingBenefits hereby grants you a nonexclusive, nontransferrable, revocable right to access and use the Service.

**Scope of Services.** EverythingBenefits shall provide you and your End-Users with the items selected in EverythingBenefits' then current description of the Service provided as part of the opt-in electronic acceptance process. You acknowledge that yours and your End-User's use of the Service may be subject to, and depended upon, any such application program interfaces (APIs) or other means of electronic data transfer methods to and from Your payroll and/or other human resources system(s).

**Client Relations.** EverythingBenefits hereby authorizes you to make the Service available to your End-Users (your employees and their dependents each, a "End User" and collectively "End Users"). As among EverythingBenefits, HRIZONS and you, you shall be solely responsible for any services, advice, guidance, representations or warranties that you provide to End Users. You shall not make any representations or warranties about the Service to End Users that are not consistent with EverythingBenefits' published marketing and informational materials without prior written approval of EverythingBenefits.

You will use commercially reasonable efforts to make the Service available in accordance

with EverythingBenefits' published policies regarding acceptable use, privacy and uptime regarding the Service. This Agreement only grants access to the Service for you and your End Users during the period that you are actively in good standing under any and all written agreements with EverythingBenefits and HRIZONS. Your access to the Service may be further restricted subject to your compliance with the terms of any such agreements between HRIZONS and EverythingBenefits. EverythingBenefits reserves the right to amend these Access Terms once a calendar year upon sixty (60) days' notice delivered as a notification through the Service or posted at EverythingBenefits' website, <https://www.everythingbenefits.com>.

**Access Restrictions.** Access to the Service is limited to Third Party Subscriber's and its End Users. With the exception of SAP SuccessFactors or other platform as may be approved by EverythingBenefits from time to time, You may use the Service so long as such use ensures all trademarks, service marks, copyrights or other notices shall be visible in their original form respective of EverythingBenefits. You agree not to (a) hack or otherwise make unauthorized use of the Service or attempt to circumvent or bypass the security mechanisms of the Service; (b) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, intellectual property, know how or other trade secrets of EverythingBenefits; (c) download, republish, transmit, or in any way distribute information part of the Service unless such activities are in direct furtherance of your or your End Users permitted access and use of the Service and do not in any way violate these Access Terms; (d) rent, lease, resell, distribute, sublicense, loan, assign or transfer all or any part of the Service and/or your Service account information, except for your right to grant your End Users access to the Service in accordance with these Access Terms; (e) remove any proprietary notices, labels, or marks on any component of the Service; (f) provide access to the Service to third parties (other than allowing your End Users, insurance brokers, insurance carriers or other trusted advisors on a need to access basis); (g) sell or give materials or information produced pursuant to the Service to third parties other than as provided for under these Access Terms; (h) sublicense, assign, delegate or otherwise transfer these Access Terms or any of your related rights or obligations for any reason without the prior written consent of EverythingBenefits. Third party software may be embedded or delivered with the Service. You have no right to use such third party software other than as necessary for the permitted use of the Service. The Service also contains trade secrets of EverythingBenefits and its licensors and suppliers, and you agree to protect these trade secrets with as much care as you protect your own trade secrets and, in any event, at least with commercially reasonable care. Title to any and all software, intellectual property and other trade secrets as it relates to the Service are reserved by and to EverythingBenefits and its licensors and suppliers. You do not acquire any rights, express or implied, in the Service other than those specified in these Access Terms. Any unauthorized use of the Service will be deemed to be a material breach of these Access Terms.

**Fees, Billing and Payment.** Fees, billing and payment terms shall be in accordance with such HRIZONS Agreement or any other such license or service agreement between you and HRIZONS.

**Confidential Information.** You agree that you will at all times hold in strict confidence and

not disclose Confidential Information (as defined below) to any third party except as approved in writing by EverythingBenefits, and that you will use Confidential Information for no purpose other than using the Service and transferring Client data to/from the Service. You shall only permit access to Confidential Information to those of your employees, consultants and other professionals having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations substantially similar to those contained herein. "Confidential Information" means all non-public materials and information of EverythingBenefits provided or made available by EverythingBenefits or HRIZONS to you, including products and services, screen data, information regarding technology, know-how, processes, software programs, research, development, financial information and information EverythingBenefits and HRIZONS provides regarding third parties, in each case relating to EverythingBenefits or the Service.

Your obligations under these Access Terms with respect to any portion of the Confidential Information shall terminate when you can document that: (a) it was in the public domain at the time it was communicated to you; (b) it entered the public domain subsequent to the time it was communicated to you through no fault of yours; (c) it was in your possession free of any obligation of confidence at the time it was communicated to you; (d) it was rightfully communicated to you free of any obligation of confidence subsequent to the time it was communicated to you; or (e) it was developed by employees or agents of your company who had no access to any Confidential Information communicated to you. After your use of the Service is complete, or upon (i) expiration or termination of this Agreement or (ii) request of EverythingBenefits as a result of a material breach of these Access Terms, you shall promptly return to EverythingBenefits all documents, notes, software, data and other tangible materials or certify the destruction of same in the event such material is stored in electronic format, representing all Confidential Information and all copies thereof.

**Term and Termination.** This Access Agreement commences on the Effective Date and shall remain in effect until the Termination Date in the HRIZONS Agreement (the "Initial Term"). This agreement shall be automatically renewed for the duration of any subsequent renewal terms between You and HRIZONS (each a "Renewal Term") unless, (a) this Access Agreement is terminated earlier in accordance with the terms herein, (b) either party provides notice to the other of its intentions not to renew, as outlined in the HRIZONS Agreement, or at least sixty (60) days prior to the end of the Initial Term or any Renewal Term if not specified, (c) you are no longer in good standing under any written agreement with HRIZONS, or (d) HRIZONS is no longer in good standing under any written agreement with EverythingBenefits.

EverythingBenefits has the right to terminate your access to the Service in the event you are unable to cure any material breach of these Access Terms within thirty (30) days after notice of such breach. Furthermore, EverythingBenefits reserves the right to suspend access and use of the Service, subject to EverythingBenefits providing immediate written notice to you, should EverythingBenefits detect your use or distribution of the Service is (i) a source of malware or other computer virus, (ii) presents a security risk for other users of the Service, or (iii) otherwise causes noticeable degradation of the Service. In any such event, both parties will use best efforts to prioritize and resolve any such issues and restore access to the Service in a time is of the essence manner as to mitigate any impact such suspension may impose on

you or your End Users. The Initial Term, together with any Renewal Term(s), shall collectively be referred to as the “Term”.

You agree (a) to keep your account information related to the Service confidential, including your username, password and other associated information and not permit or allow other person to have access to or use your account information related to accessing and using the Service without EverythingBenefits’ prior written consent; (b) to inform EverythingBenefits promptly upon a known disclosure of any portion of such account information unless authorized in advance by EverythingBenefits; (c) to be solely responsible, at your own expense, for acquiring and maintaining all computer hardware and software, internet access, and other work materials, tools, products or services needed to access and use the Service; and (d) to provide EverythingBenefits written notice of any known material breach of these Access Terms. If you know or have reason to know of any unauthorized access to the Service or attempted unauthorized access to the Service, you agree to notify EverythingBenefits of the details related to same with time being of the essence.

**Notices.** You agree to receive communications relating to Your use of the Service electronically. We may communicate with You by email or by posting notices within the Service. You agree that all agreements, notices, disclosures and other communications that are provided to You electronically satisfy any legal requirement that such communications be in writing. All notices intended for receipt by You will be deemed delivered and effective when sent to the email address You provide within the Service. By creating an account, submitting information or otherwise providing Us with Your email address, postal address or phone number, You are agreeing that We or Our agents may contact You at that address or number in a manner consistent with our Privacy Policy.

**Implementation.** You acknowledge that We will begin implementing your services following the effective date of this Agreement and upon receipt of all requested information from You and/or the Carrier, as applicable, which shall be provided to Us in a diligent and time is of the essence manner. The implementation shall occur for a period not to exceed one hundred (100) days, commencing from the date that all requested information is received (hereinafter “the Implementation Period”) and shall include the work detailed in Your “kick-off” call (hereinafter “the Scope of Work”). Any implementation work required beyond one hundred (100) days will incur additional fees.

Following the Implementation Period, You will be provided with five (5) days to advise Us of any errors or inaccuracies, within the Scope of Work, requiring correction. You understand that any work requested for the first time during the Implementation Period or product testing shall be considered outside of the Scope of Work and shall incur additional fees. For the avoidance of doubt, permitted changes shall be limited to those configurations and functionalities which are available to all customers as part of the solution, and shall not include any custom configurations and functionalities which would require further development unless We otherwise agree in writing.

You agree to pay all applicable fees associated with the services or solutions that you have ordered in the HRIZONS Agreement following the effective date of this Agreement or the commencement of any renewal term per the payment schedule as set forth in the HRIZONS Agreement. You agree that any and all such fees will be non-refundable upon payment.

Note, you may seek to change from one platform provider (e.g., payroll provider) to another during the effective period of your contract, but we cannot guarantee that all products and functionalities are transferable from one platform provider to another and you will be responsible for payment of your contracted solutions even if non-transferrable. You are therefore encouraged to notify HRIZONS and us well before changing your platform provider. We reserve the right to charge additional fees to support any transfer between and among platform providers.

**National Automated Clearing House (Nacha) Agreement.** You agree not to provide Us with any payroll information or entries which violate the laws or regulations of the United States or of any state or jurisdiction in which You do business. You agree to be in compliance with all National Automated Clearing House Association (Nacha) Operating Rules and Guidelines and to notify Us in advance if any transactions would be considered International ACH Transactions (“IATs”). Our policy is not to process IATs. You agree to indemnify Us against any loss experienced by Us due to Your noncompliance with Nacha Operating Rules and Guidelines.

EverythingBenefits and its Originating Depository Financial Institution maintain the right to audit compliance with this Agreement and to terminate this Agreement for noncompliance with the Nacha Operating Rules and Guidelines.

**Ownership of the Service / Intellectual Property / Marks.** You agree that nothing contained in these Access Terms shall be construed as granting any ownership rights to any Confidential Information disclosed pursuant to these Access Terms, or to any invention or any patent, copyright, trademark, or other intellectual property right of EverythingBenefits, including any work product you contributed to under these Access Terms to the extent relating to the Service. All such right, title and interest in and to Confidential Information, including any such work product and/or any other intellectual property to the extent relating to the Service, shall (as between you and EverythingBenefits) remain with and/or upon creation be owned solely by EverythingBenefits. Except for making the Service available to End Users as expressly permitted herein, you shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information or the Service. You will not modify, reverse engineer, decompile, create other works from, or disassemble any Confidential Information or the Service. You agree to only access and use the Service for the furtherance of these Access Terms, and shall not provide unauthorized access to the Service to any third parties other than End Users of yours or those acting on behalf of an End User or you for the purpose of implementing or supporting the Service. You shall not, and shall not permit any third party to, access the Service or otherwise utilize the Service or any Confidential Information in connection with development of a competitive product or service.

EverythingBenefits, as applicable. In the event that you provide any comments, suggestions or other feedback with respect to the Service or any component thereof (collectively, “Feedback”) to HRIZONS and/or EverythingBenefits, HRIZONS and/or EverythingBenefits, without any restrictions, have the right but not the obligation, to use such Feedback in any way, including incorporating such Feedback into the Service or any Confidential Information without obligation to you. HRIZONS and EverythingBenefits will be the owner of, and free to use for any purpose, any ideas, concepts, know-how, or materials developed by or on behalf of HRIZONS or EverythingBenefits, respectively, resulting from your Feedback, including, without limitation, any modifications or enhancements to the Service or any Confidential Information. You shall not knowingly include any third party intellectual property or content in Feedback.

You acknowledge you shall not disclose the specific terms of these Access Terms to any third parties. You grant HRIZONS and/or EverythingBenefits the right to openly use your name and logo as a participant in HRIZONS’ and/or EverythingBenefits’ partner program, within its sales collateral, marketing promotion and direct conversations.

**Data Privacy.** In the event that EverythingBenefits or its parent, or affiliated companies, will create, receive, maintain or transmit protected health information (“PHI” as defined under HIPAA) on behalf of Customer in providing the Services, Customer agrees to disclose the fact that Customer is a covered entity or business associate (as defined under HIPAA) to EverythingBenefits prior to entering into this Agreement and the Parties agree to enter into a HIPAA business associate agreement prior to Customer transmitting and/or EverythingBenefits accessing any PHI. If applicable, the HIPAA business associate agreement is hereby incorporated by reference into this Agreement.

Both parties agree to use reasonable industry standards to protect access to any system that uses and/or renders Services including protection of sensitive or personally identifiable data. Each party shall notify the other within three (3) business days of any known unauthorized use of any user account(s) or of the Services. Both parties will work together to take necessary and customary measures to mitigate any harmful effect of any such security breach. You and EverythingBenefits shall use commercially reasonable efforts to maintain security, privacy, and breach notification policies and procedures to ensure the confidentiality, integrity, and protection from unauthorized access, and availability of data transmitted by the Service to/from any benefits carrier, payroll and/or human resources system(s) or third parties. Other than as expressly allowed herein, EverythingBenefits and its representatives will hold in confidence and not use for the benefit of or disclose to third parties data that is transmitted to EverythingBenefits by you or your End Users, other than third party benefits carriers, insurance brokers, or any other party in connection with EverythingBenefits’ ordinary course of business or as authorized by you or your End Users. For the avoidance of doubt, EverythingBenefits reserves the right to use anonymized data for the purpose of improving the Service or as EverythingBenefits deems appropriate, in its sole but reasonable discretion, to further EverythingBenefits’ business so long as such anonymized use does not expose sensitive data of you or a End User or uniquely identifies you or an End User.

**Disclaimer of Warranties.** Federal, state and local laws and regulations change frequently and their application can vary widely based upon the specific facts and circumstances

involved. You are encouraged to consult with your own professional advisors concerning health, voluntary and other related benefits and related circumstances. EverythingBenefits disclaims any responsibility for the accuracy or adequacy of any positions taken by you or your End Users or any other party in any benefit plan, administration of any plan or other related notifications and/or filings.

EverythingBenefits shall have no liability or responsibility for any technical advice or services provided by EverythingBenefits that extend beyond the ordinary access and use of the Service.

ALTHOUGH EVERYTHINGBENEFITS USES REASONABLE EFFORTS TO CORRECT REPORTED ISSUES WITH THE SERVICE WITHIN GENERALLY INDUSTRY ACCEPTED STANDARDS, THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND EVERYTHINGBENEFITS AND ITS LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON- INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. EVERYTHINGBENEFITS IS NOT RESPONSIBLE FOR ACCURACY OF THE DATA COMMUNICATED. NO ORAL OR WRITTEN ADVICE OR CONSULTATION GIVEN BY EVERYTHINGBENEFITS, ITS AGENTS OR THEIR RESPECTIVE EMPLOYEES WILL IN ANY WAY GIVE RISE TO A WARRANTY. EVERYTHINGBENEFITS IS A TECHNOLOGY PLATFORM PROVIDER AND MAKES NO WARRANTIES WITH RESPECT TO, AND HAS NO RESPONSIBILITY OR LIABILITY IN CONNECTION WITH, THE OPERATION, PERFORMANCE OR SUITABILITY OF, ANY THIRD PARTY BENEFIT OR INSURANCE PRODUCT OR SERVICE AVAILABLE FOR ENROLLMENT, REGISTRATION, USE OR CONNECTION THROUGH THE SERVICE. YOU RECOGNIZE THAT IN THE DELIVERY OF THE SERVICE THAT EVERYTHINGBENEFITS MAY WORK WITH 3<sup>RD</sup> PARTY PROVIDERS AND CANNOT BE LIABLE FOR ISSUES ON THEIR PART. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SERVICE REMAINS WITH YOU.

EverythingBenefits reserves the right at any time, and for any reason, upon commercially reasonable advanced notice to modify the Service so long as such modification does not materially impact your use of the Service in a substantially negative way, in the aggregate.

**Limitation of Liability.**

EVERYTHINGBENEFITS AND ITS PARENTS, AFFILIATES, CONTRACTORS, MEMBERS, MANAGERS, DIRECTORS, OFFICERS, ADVISORS, EMPLOYEES, AGENTS AND LICENSORS SHALL NOT BE LIABLE FOR LOSS OF USE, LOST PROFIT, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICE OR THESE ACCESS TERMS, HOWEVER CAUSED AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, OR OTHERWISE, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES. IN NO EVENT, INCLUDING WITH RESPECT TO ANY INDEMNIFICATION OBLIGATIONS, WILL EVERYTHINGBENEFITS' AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THESE ACCESS TERMS EXCEED THE AMOUNT YOU ACTUALLY PAID TO HRIZONS FOR THE SERVICE IN CONNECTION WITH THE APPLICABLE CLIENT(S) FOR THE 12 MONTHS PRIOR TO ANY SUCH CLAIM ARISING.

**Indemnification.**

- (a) EverythingBenefits shall undertake the defense of any suit arising out of any actual or alleged infringement based on a claim that the Service infringes a United States patent or copyright. You shall deliver written notice to EverythingBenefits within: (a) ten (10) days after You first receive notice of any suit or other formal action against You; and (b) twenty (20) days after You first receive any other allegations or written claim of infringement. You shall give EverythingBenefits full and exclusive control to conduct the defense or settlement of any suit. At EverythingBenefits' request, You shall provide reasonable assistance and cooperation with the defense of any allegation, claim or suit. In the event of any claim that the Service infringes any indemnified copyright or patent, EverythingBenefits may: (a) procure for You the right to continue using the Service; (b) replace or modify the Services so that it performs substantially equivalent functions without infringement; or (c) if the above options are not reasonably available to EverythingBenefits, refund You the fees paid by You if paid to HRIZONS within the prior one (1) year, and terminate this Agreement. The above indemnity shall not apply to: (a) modifications provided pursuant to Your designs, drawings or specifications; and (b) claims resulting from You combining Services with any product, software or article not furnished by EverythingBenefits. THIS IS THE ENTIRE OBLIGATION OF EVERYTHINGBENEFITS AND ITS SUPPLIERS TO YOU REGARDING ANY CLAIM OF INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS.
- (b) You shall indemnify, hold harmless and defend, EverythingBenefits and HRIZONS at its expense, and pay to EverythingBenefits and HRIZONS any and all damages from and against, arising out of or otherwise incurred by EverythingBenefits and HRIZONS, respectively, arising out of any breach of this Agreement by You.
- (c) No action, regardless of form, arising under or relating to this Agreement, may be brought by either party more than one year after the cause of action has occurred, or by reasonable diligence could have been discovered except for actions arising from the incorrect calculation of fees for which there will be twelve (12) month limitation for review.

**Relationship of the parties.** The parties are independent contractors with respect to each other, and nothing in these Access Terms shall be construed as creating an employer-employee relationship, a partnership, fiduciary, or agency relationship or any association or joint venture between the parties. Each party shall be responsible for providing, at its sole expense, its own work materials and tools.

**Miscellaneous.** These Access Terms shall be governed by and construed in accordance with the laws of the state of Delaware with the governing venue in Union County, New Jersey. You



agree that any breach of these Access Terms will cause EverythingBenefits irreparable damage for which recovery of damages would be inadequate, and that EverythingBenefits shall therefore be entitled to obtain timely injunctive relief under these Access Terms, as well as such further relief as may be granted by a court of competent jurisdiction. You may not assign or transfer any rights or obligations under these Access Terms without the prior written consent of EverythingBenefits, except in the event of the sale of your business or all or substantially all of your business assets and such assignee (i) expressly assumes in writing all of your obligations under these Access Terms and (ii) such assignee provides written notice to EverythingBenefits within 30 days of any such assignment. These Access Terms, and EverythingBenefits' rights under these Access Terms, may be assigned by EverythingBenefits without condition, subject to all written agreements between EverythingBenefits and HRIZONS relating to the subject matter.