



HR Services Additional Terms and Conditions

These Additional Terms and Conditions supplement isolved's standard Terms and Conditions of service and shall be deemed to be an integral part of the Agreement between the Parties.

1. Upgrades. Employer may elect to upgrade its HR Services package at any time, and the PEPM Fees applicable for such package as of the time of such election shall apply to the HR Services.

Employer acknowledges and agrees that the HR Services PEPM Fees shall be in addition to any other PEPM Fees and fees for other isolved Products for which Employer has subscribed and in addition to any other isolved Products related to the HR Services Employer subscribes for on the date hereof or hereafter, which pricing shall be on the terms set forth in any pricing sheet executed between the Employer and isolved or, if no such writing exists, the then current pricing published by isolved. Employer's HR Services PEPM Fees will be set once at contract signing. Employee headcount changes that justify a change in PEPM (significant increase or decrease in headcount) will be monitored and adjustments will be made with no less than 30 days' notice to the client. Employer agrees to pay the HR Services PEPM Fee associated with such subscription.

2. Third Party Fees. As part of the HR Services Package, isolved services may or may not include the ability for Employer to use Third Party Services, such as subscription services. Employer may, in its sole direction, use Third Party Services, which may or may not include attorneys or other human resources advisors, whether or not referred to Employer by isolved, in connection with the HR Services. Employer is and shall remain liable and shall indemnify isolved with respect to any such Third-Party Services (including all Third-Party Fees) and any claims arising from or relating to same.
3. HR Services Support. isolved agrees to provide Employer with reasonable HR Services support according to the included scope of services, which may be changed by isolved from time to time. isolved reserves all rights to charge additional Fees for such HR Services support, only after delivery of written notice to Employer, if Employer's use of HR Services Support is deemed excessive in light of similar employers' use of support services.
4. Employer's instructions. Employer acknowledges and agrees that isolved is not responsible for any acts or errors that result due to Employer's instructions. Notwithstanding any other provision in the Master Agreement, Terms and Conditions, or any Order Forms to the contrary, Employer acknowledges and agrees that (i) isolved is relying on any Employer Data or

other information provided to isolved by Employer or any existing or former service provider of Employer as being complete and accurate and (ii) isolved has no duty to question the completeness or accuracy of said Employer Data or other information provided to isolved.

5. **Additional Disclaimers.** Employer acknowledges and agrees (i) that isolved is not providing legal, financial, benefits, tax or other professional advice or services to Employer and Employer acknowledges it is solely responsible for its compliance with laws, including but not limited with respect to HR Services, and that it will not rely upon any such legal, financial, benefits, tax or other advice or services received from isolved; (ii) all information, content and materials provided in connection with Services are for general informational purposes only and may not constitute the most up-to-date legal or other information; (iii) certain Services may be provided by third parties, other than isolved and its Affiliates, and isolved will not be liable for such Third Party Services; (iv) Employer should not act or refrain from acting on the basis of information provided by isolved without first seeking legal advice from counsel in the relevant jurisdiction; and (v) that Employer management is responsible for: (A) making all management decisions and performing all management functions; (B) evaluating the adequacy and results of the services performed; (C) accepting responsibility for the results of the services including decisions regarding the implementation of any recommendations provided by us; (D) establishing and maintaining internal controls and monitoring ongoing activities and (E) complying with all applicable laws. Employer further acknowledges and agrees that isolved is not responsible for any notification or documentation required by Employer to supply to any other applicable person or entity in connection with any duties imposed on Employer pursuant to ERISA, or other applicable federal or state laws governing the provision or continuation of any of the benefits that Employer provides to its employees, including, but not limited to: all retirement plans and any health, welfare and benefit plans. Employer and isolved understand and intend that isolved shall not be a fiduciary within the meaning of ERISA or any other federal or state law with respect to any benefits programs. isolved specifically disclaims any responsibility with regard to COBRA and state mandated continuation notification for past, current or former employees of Employer. Furthermore, Employer acknowledges and agrees that, in performing the HR Services set forth in this Agreement, isolved is not warranting and shall not be responsible for the quality of any services or advice provided by any provider of medical services or other benefits in connection with any benefits programs. isolved shall not be liable in any way to Employer or any of its employees or their dependents for acts or omissions of any such provider of medical services or other benefits pursuant to any benefits programs.
6. **Conflicting Terms.** Any terms herein shall govern if in conflict with the isolved Terms and Conditions.