



isolved Benefit Services Additional Terms and Conditions

Section I: General Additional Terms and Conditions for isolved Benefit Services

1. Use of these terms and conditions. isolved Benefit Services, provides employers services designed to assist with various administrative services related to certain employer benefit plans (“Benefit Plan(s)”) sponsored and maintained by the client (the “Employer”), for the benefit of employees and their eligible dependents covered under the Plan (“Covered Individuals”). These Additional Terms and Conditions shall be read in conjunction with and incorporated into

isolved’s Universal Terms and Conditions (available at <https://www.isolvedhcm.com/legal/agreements/terms-and-conditions>) along with the applicable Order Form (together, the “Agreement”). isolved Benefit Services will only provide the Services specifically chosen by Employer and set forth in the applicable Agreement and Order Form. In consideration of the mutual promises set forth herein, it is agreed by and between isolved Benefit Services and Employer (the “Parties”) as follows:

2. Scope of Agreement; Relationship of Parties. This Agreement will establish an independent contractor relationship. isolved Benefit Services is not an agent or employee of Employer (for purposes of establishing Principal-Agent relationships), and employees of Employer are not entitled to any of the benefits of employment granted by isolved Benefit Services to its own employees. isolved Benefit Services is not the Plan Administrator or a Plan Fiduciary of the Benefit Plans, as those terms are defined in ERISA. It is understood that isolved Benefit Services is free to perform similar services for other employers while this Agreement is effective. Employer is solely responsible for establishment and operation of the Benefit Plans for which isolved Benefit Services provides related services in accordance with this Agreement. Employer has sole discretionary authority and responsibility for construing and interpreting the provisions of the Benefit Plans and deciding all legal and other questions of fact arising under the Plans. It is Employer’s sole responsibility and duty to ensure compliance with all applicable laws and regulations, and isolved Benefit Services’s provision of services under any Service Agreement does not relieve Employer of this obligation. isolved Benefit Services is responsible for providing services that comply with applicable law and regulations that assists Employer with Employer’s obligations under such Benefit Plans to the extent set forth herein. Subject to isolved Benefit Services’s responsibilities under subsection N, Employer understands that it is the responsibility of Employer to pay any fee or penalty assessed by the Internal

Revenue Service, the Department of Labor or other state or federal regulatory agency. Employer acknowledges that isolved Benefit Services is not an accounting or law firm and no services provided by isolved Benefit Services in accordance with any Service Agreement will be construed by Employer as tax or legal advice as a result of providing such services. All duties performed by isolved Benefit Services will be nondiscretionary in nature and will be performed in accordance with the terms of the Benefit Plans established by Employer and isolved Benefit Services's standard operating procedures. isolved Benefit Services has no discretionary authority with respect to interpreting the terms of the Benefit Plans.

3. Authorization. Employer hereby authorizes isolved Benefit Services to perform any and all acts and deeds necessary to perform the duties as set forth in this Agreement, including but not limited to, enlisting the services of a third party to assist isolved Benefit Services with its duties hereunder. Such third parties have agreed to confidentiality requirements consistent with isolved Benefit Services's responsibilities under this Agreement. If Employer requests isolved Benefit Services to act in a manner that isolved Benefit Services reasonably believes is inconsistent with this Agreement and/or applicable law, isolved Benefit Services reserves the right to refuse such a request.
4. Information from Employer. isolved Benefit Services will establish various methods from various providers for transferring information to and from isolved Benefit Services for purposes of providing the services. Employer must use one of the methods established by isolved Benefit Services and, if applicable, agrees to be subject to and to comply in all respects with each any third-party provider's privacy and use restrictions for such methods chosen. Employer also agrees to comply at all times with isolved Benefit Services's terms of use and privacy policies in effect from time to time on its website. Employer will furnish the information reasonably determined by isolved Benefit Services to be necessary to satisfy its responsibilities under this Agreement. Such information will be provided to isolved Benefit Services in the time and in the manner agreed to by Employer and isolved Benefit Services. Employer understands that isolved Benefit Services cannot accurately perform its duties under this Agreement without accurate and timely information and that isolved Benefit Services shall have no liability to Employer or any Covered Individual as a consequence of inaccurate and/or untimely information provided to isolved Benefit Services by Employer, its designee, or another existing or former service provider. isolved Benefit Services will have no obligation to credit Employer for any claims expenses or administrative fees incurred or paid to isolved Benefit Services as a consequence of isolved Benefit Services receiving inaccurate or untimely information. Employer agrees to pay isolved Benefit Services the standard hourly rate as established within the Agreement for any corrections that must be made as a result of such inaccurate or untimely information. isolved Benefit Services will assume that all such information provided to isolved Benefit Services by Employer, its designee or another existing or former service provider is complete and accurate and is under no duty to question the completeness or accuracy of such information. Employer will review any information and/or reports provided by isolved Benefit Services in accordance with this Agreement as soon as possible after Employer has received such information and Employer will notify isolved Benefit Services of any errors in such information and/or reports as soon as possible after its review but in any event within five (5) business days.

5. Confidentiality and Disclosure – Protected Health Information. Both Parties agree to use and disclose Protected Health Information (as that term is defined in 45 C.F.R. 160.103), only as set forth in the Business Associate Agreement.
6. Audits. Employer (or its designated agent) may perform no more than one (1) audit of isolated Benefit Services's records specifically related to performance of isolated Benefit Services under this Agreement, each year, subject to reasonable prior written notice to isolated Benefit Services. Audits must be performed during isolated Benefit Services's normal working hours. isolated Benefit Services may require Employer and its agent to sign a confidentiality agreement provided by isolated Benefit Services. Employer acknowledges and agrees that if Employer requests an audit, Employer will reimburse isolated Benefit Services for isolated Benefit Services's reasonable expenses, including copying and labor costs, in assisting Employer to perform the audit.
7. Electronic Administrative Services. isolated Benefit Services may provide certain electronic administrative services as set forth in this Agreement. isolated Benefit Services shall not be deemed in default of this Agreement nor held responsible for any cessation, interruption or delay in the performance of its obligations to provide such services hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, pandemic, acts of God, labor controversy, civil disturbance, disruption of the public markets, terrorism, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment or decree.
8. Payments to isolated Benefit Services. Employer warrants and represents that any payments made by Employer or by Covered Individuals for purposes of paying Benefit Plan claims or premiums are not made to isolated Benefit Services from a separate fund, account or trust bearing the name of a Benefit Plan or that of any Covered Individuals thereof. Employer agrees that any trust requirements, to the extent applicable, are Employer's sole responsibility. Any premium payments collected by isolated Benefit Services from Employer, or a Covered Individual under the Premium Collection Services shall be paid in accordance with applicable law. isolated Benefit Services will regularly invoice Employer. Employer shall pay all fees for services set forth on isolated Benefit Services's invoice or, if not stated, within thirty days from the invoice date. Fees are subject to change without notice at isolated Benefit Services's discretion which reasons may include as the result of changes to the Benefit Plans or applicable law that alter the nature or scope of the services provided.
9. Billing. isolated Benefit Services will notify the qualified beneficiary of the amount due for the initial premium, as determined by Employer, which will be considered due forty-five (45) days after the date the election is made or such longer period per Employer's instructions. isolated Benefit Services will provide invoices to the qualified beneficiary of the amount due and the due date and the grace date, which will be thirty (30) days from the first day of each coverage period except as otherwise instructed by Employer. isolated Benefit Services will not be responsible for administering the premium payments for any payments due on or prior to the effective date of this Agreement. isolated Benefit Services does not accept or process carrier invoices.

10. Bonding. To the extent required by applicable law, isolved Benefit Services will maintain a fidelity bond covering all isolved Benefit Services's employees who handle plan funds in accordance with this Agreement. This bond covers the handling of plan funds from dishonesty, theft, forgery or alteration and unexplained disappearance.
11. Benefit Plan Claims. isolved Benefit Services does not insure or underwrite the Benefit Plan liability of Employer and is not financially responsible for the claims and/or expenses incident to the Benefit Plans. isolved Benefit Services has no duty or obligation to defend any legal action or proceeding brought to recover benefits under the Benefit Plans; however, isolved Benefit Services will provide to Employer and/or Employer's legal counsel, upon request and subject to any limitations described in this Agreement, any documentation in isolved Benefit Services's possession that may relate to such claim for benefits and/or expenses.
12. Recordkeeping. isolved Benefit Services will maintain the usual and customary books, records and documents, including electronic records in isolved Benefit Services's possession, for the greater of the term of this Agreement plus 30 days or eight years following the date the record was created or received by isolved Benefit Services. During this period, Employer has the right to access isolved Benefit Services's records related to the Employer, upon reasonable request and at the expense of Employer.
13. Suspension of Participant Funding. In the event Employer fails to make timely payment of all fees as determined in this Agreement, isolved Benefit Services reserves the right to immediately suspend participant funding without notice.
14. Entire Agreement and Conflicting Terms. These Additional Terms and Conditions along with the incorporated Universal Terms and Conditions and Order Form make up the entire Agreement and supersede all previous communications, representations, or agreements, either verbal or written between the Parties. In the event there is a conflicting term between these Additional Terms and Conditions and the Universal Terms and Conditions, the Additional Terms and Conditions shall govern. In the event there is a conflicting term between these Additional Terms and conditions and the Order Form, the Order Form shall govern.

Section II: Additional Terms and Conditions for COBRA

1. Applicability. Employer has independently concluded that one or more of its benefit plans that provide health care ("Health Plans") are subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), as subsequently amended, and/or the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as subsequently amended and/or certain benefit continuation rights under state law, as subsequently amended. Consequently, Employer is required to perform certain acts in order to comply with these laws. Employer has asked isolved Benefit Services to assist it with satisfying Employer's obligations under one or more of these laws as set forth in the applicable Service Agreement. These Additional Terms and Conditions describe the rights and responsibilities of isolved Benefit Services and Employer with respect to various federal

COBRA and/or USERRA and/or state continuation services (for those states listed in the related Service Agreement) provided by isolved Benefit Services with respect to the Health Plans. isolved Benefit Services may provide Employer information relating to compliance with applicable laws, which may include changes or modifications in compliance requirements, best practices recommendations, notification language and actions to take in accord with such laws. This information will be based on isolved Benefit Services's interpretation as a third-party consultant and should not be construed as compliance, tax, or legal advice. Employer shall not rely solely on such compliance information if provided by isolved Benefit Services.

2. Responsibilities of isolved Benefit Services.

- a. Notices Required by COBRA. isolved Benefit Services will distribute its standard notices in the following situations where notice is required by COBRA:
 - i. Initial/General Notice. isolved Benefit Services will send its standard COBRA general notice ("General Notice") to the last known address of each covered employee and, when required by applicable law, the covered spouse or the covered dependent. Employer shall review the General Notice and isolved Benefit Services is not responsible for any changes or additions made to the notices by Employer. Such General Notice will be distributed to covered employees and/or covered spouses (if enrolling at a different date) as soon as reasonably possible but no later than ten (10) business days after receiving [the required information from Employer or its designee].
 - ii. Qualifying Event Election Notice. isolved Benefit Services will send its standard COBRA election notice ("Election Notice") to the last known address of each qualified beneficiary entitled to elect federal COBRA continuation coverage. Employer shall review the General Notice and isolved Benefit Services is not responsible for any changes or additions made to the Election Notice. If all Qualified Beneficiaries reside at the same address, isolved Benefit Services may send a single Election Notice and form in accordance with applicable law. An Election Notice will only be sent to Qualified Beneficiaries whose qualifying event occurs after the effective date of the applicable Service Agreement, except as otherwise agreed to by isolved Benefit Services. The Election Notice will be sent to Qualified Beneficiaries as soon as reasonably possible but no later than fourteen (14) calendar days after receiving the required information from Employer, or its designee. isolved Benefit Services will also notify Qualified Beneficiaries of their rights to an extension of COBRA continuation coverage upon proper notification from the qualified beneficiary, Employer or Employer's designee of an event that will extend coverage under applicable law. isolved Benefit Services may rely on a certificate from the respective Parties that an event permitting an extension of coverage has occurred. Such notice will be sent as soon as reasonably possible but no later than fourteen (14) calendar days after receipt of written notice of such event from a qualified beneficiary, Employer or Employer's designee.

- iii. Notice Unavailability. If isolved Benefit Services receives notice that a qualifying event has occurred, or an event that will extend COBRA coverage has occurred, and the qualified beneficiary is not eligible for COBRA in accordance with records maintained by isolved Benefit Services in the course of performing its duties under the Service Agreement, isolved Benefit Services will send the required notice (“Unavailability Notice”) to the qualified beneficiary’s last known address as soon as possible but no later than fourteen (14) calendar days after receiving notice. The Unavailability Notice will indicate the reasons for ineligibility.
 - iv. Notice of Early Termination. isolved Benefit Services will send a notice to the qualified beneficiary that coverage has terminated before the end of the maximum period of coverage (“Early Termination Notice”). The Early Termination Notice will be sent to the last known address of the qualified beneficiary. The Early Termination Notice will be sent as soon as possible but no later than a reasonable amount of time after COBRA coverage has ended if isolved Benefit Services performs Premium Collection services. If Employer does not select the Premium Collection service, then isolved Benefit Services will send the Early Termination Notice as soon as possible but no later than ten (10) business days after receiving the required information from Employer or its designee.
- b. Response to Providers. isolved Benefit Services will provide responses to inquiries by providers and/or insurance carriers regarding coverage status of qualified beneficiaries. All responses will be based solely on the original information provided by Employer and subsequently maintained by isolved Benefit Services in accordance with this Additional Service Agreement.
 - c. Government Audits. isolved Benefit Services, or its officer or designated agent, shall also provide records and documentation for any audit held by the Internal Revenue Service, or hearing by any governmental agency or bureau, regarding compliance with COBRA by Employer so as to assist Employer at such hearing in evidencing compliance with COBRA.
 - d. Reporting. isolved Benefit Services will send or make available standard verification reports listing the COBRA notices sent on a periodic basis to Employer (or as directed by Employer in writing).
 - e. USERRA Compliance. Where Employer indicates that a qualifying event is a result of the covered employee’s leave of absence under USERRA, isolved Benefit Services will include verbiage in its Notices to address USERRA.
3. Responsibilities of Employer. Employer is responsible for all COBRA administration not set forth in A.1 above, including but not limited to the following:
- a. Notices Required by COBRA. Employer must report all such information necessary for isolved Benefit Services to provide COBRA notifications for Employer. Employer must report information necessary to complete the General Notice as soon as possible after an individual becomes covered but no later than seventy-five (75) days after the commencement of coverage. Employer shall report all COBRA qualifying events to

isolated Benefit Services as soon as possible after the event occurs but no later than thirty (30) days after the event, except where the qualified beneficiary is required to provide notice of a qualifying event.

- b. Verification. Employer is responsible for reviewing all standard verification reports set forth in A.1 above and reporting any discrepancies promptly to isolated Benefit Services.

4. Premium Collection Services.

a. Responsibilities of isolated Benefit Services.

- i. Processing Elections. isolated Benefit Services will process the election forms submitted by qualified beneficiaries in accordance with applicable law (COBRA and USERRA) and Employer's instructions.
 - ii. Premium Processing. isolated Benefit Services will consider premiums timely sent if they are received in the offices of isolated Benefit Services or postmarked by the applicable grace date as listed on the premium invoice. Premiums collected by isolated Benefit Services will be deposited into a custodial bank account maintained by isolated Benefit Services. isolated Benefit Services will send to Employer all premiums collected during a month by the 15th business day following the end of the month, reduced by the two percent (2%) administrative fee which isolated Benefit Services will keep as part of its overall administrative fee. isolated Benefit Services will submit premiums to appropriate third parties only upon written instruction from Employer. In addition, isolated Benefit Services will retain any interest earned on such funds while held in an isolated Benefit Services maintained custodial account as an administrative fee. Notwithstanding the above, premiums will not be co-mingled with isolated Benefit Services's own funds. In the event that a premium payment is rejected due to insufficient funds or the fact the qualified beneficiary has stopped payment, such payment will be construed as nonpayment. If isolated Benefit Services has already sent the premium to the Employer before isolated Benefit Services becomes aware of the rejected payment, Employer shall reimburse isolated Benefit Services the amount of the rejected payment, and the qualified beneficiary's period of coverage will be adjusted accordingly. Notwithstanding anything to the contrary, isolated Benefit Services will continue to provide this service for qualified beneficiaries whose COBRA period ends after eighteen (18) months as long as their USERRA period continues.
 - iii. Reporting. isolated Benefit Services will provide standard verification reports on a periodic basis to Employer (or as directed by Employer in writing).
- b. Responsibilities of Employer. Employer is responsible for all COBRA premium collection duties not set forth above, including but not limited to the following:
 - i. Premium Changes. Employer is responsible for notifying isolated Benefit Services of the applicable premium amounts as well as any other related information that isolated Benefit Services deems necessary (e.g. due dates, etc.) and any changes to the applicable premiums at least thirty (30) days prior to the effective date of such change.

- ii. Vouchering. From time to time, two situations may arise related to vouchering. First, Employer may, in its discretion, decide to make special arrangements for premium payments on behalf of participants (e.g., deductions from severance pay). Second, Qualified Beneficiaries may inadvertently send premium payments to Employer or some other entity, instead of isolved Benefit Services. In either case, the Parties agree to the following procedure:
 - 1. Employer shall notify isolved Benefit Services immediately of the details of the payment and retain the payment.
 - 2. isolved Benefit Services shall update the qualified beneficiary's COBRA records to properly reflect the inadvertently sent payment, and will issue a voucher for the two (2) percent administrative fee described above.
 - 3. Employer shall pay the voucher for the two (2) percent administrative fee, when invoiced.
- iii. Verification. Employer is responsible for reviewing all standard verification reports set forth in C.1 below and reporting any discrepancies promptly to isolved Benefit Services.

5. COBRA Eligibility Management Services.

a. Responsibilities of isolved Benefit Services

- i. Eligibility Notification. There may be instances where Employer desires isolved Benefit Services to interact with one or more vendors regarding communications. In this case, a Vendor is defined as any insurance carrier, enrollment & eligibility service provider or other provider with whom isolved Benefit Services will communicate on behalf of Employer. Where Employer and isolved Benefit Services have confirmed that such communication with Vendor is feasible, isolved Benefit Services will report to Vendor all changes in eligibility and coverage levels related to COBRA qualified beneficiaries who have either previously elected COBRA coverage or failed to elect COBRA coverage. This reporting may be accomplished by a variety of means: the Vendor's website, e- mail, facsimile or other communication methods.
 - ii. Premium Remittance. Where Employer and isolved Benefit Services have confirmed the Vendor's approval and to the extent legally permissible, isolved Benefit Services will forward all COBRA premiums related to coverage to such Vendor no later than the date that isolved Benefit Services would have sent such premiums to Employer for the Premium Collection Services described in 4.a above.
 - iii. Premium Collection. To select Vendor Interface Services, Employer must also have Premium Collection Services with isolved Benefit Services.
- b. Responsibilities of Employer. Employer is responsible for all other duties not set forth in 5.a above, including but not limited to reviewing all standard verification reports set forth in 5.a.iv above and reporting any discrepancies promptly to isolved Benefit Services.

6. State Continuation Administration Services.

a. Responsibilities of Isolved Benefit Services.

- i. Notices. Isolved Benefit Services will distribute standard notices that comply with the state laws listed in this Agreement that govern health insurance continuation.
- ii. Response to Providers. Isolved Benefit Services will provide responses to inquiries by providers and/or insurance carriers regarding coverage status of qualified beneficiaries. All responses will be based solely on the original information provided by Employer and subsequently maintained by Isolved Benefit Services in accordance with this Agreement.
- iii. Government Audits. Isolved Benefit Services, or its officer or designated agent, shall also provide records and documentation for any audit held by a state Department of Insurance, or hearing by any governmental agency or bureau, regarding compliance with state continuation laws by Employer so as to assist Employer at such hearing in evidencing compliance with state continuation laws.
- iv. Premium Collection Services. Isolved Benefit Services will perform the following:
 1. Processing Elections. Isolved Benefit Services will process the election forms submitted by qualified beneficiaries in accordance with applicable state law and Employer's instructions.
 2. Billing. Isolved Benefit Services will notify the qualified beneficiary of the amount due for the initial premium, as determined by Employer, which will be considered due in accordance with Isolved Benefit Services's procedures. Isolved Benefit Services will provide the qualified beneficiary with invoices notifying the qualified beneficiary of the amount due, the due date and the grace date. Isolved Benefit Services will not be responsible for administering the premium payments for any payments due on or prior to the effective date of this Agreement.
 3. Premium Processing. As described in section 4 of these Additional Terms and Conditions for COBRA.

b. Responsibility of Employer. Employer is responsible for all other state continuation administration not set forth above, including but not limited to the following:

- i. Notices Required by State Law. Employer or its designee must report all such information necessary for Isolved Benefit Services to provide notifications for Employer. Employer or its designee shall report all qualifying events to Isolved Benefit Services as soon as possible after the event occurs but no later than 30 days after the event, except where the qualified beneficiary is required to provide notice of a qualifying event.
- ii. COBRA Notification. Employer shall be responsible for complying with its obligation under the Consolidated Omnibus Budget Reconciliation Act (COBRA) with respect

to the Plans. No assistance will be provided by isolved Benefit Services except to the extent Employer has elected Federal COBRA, USERRA, and State Continuation Coverage Services as set out in the Agreement.

Section III: Additional Terms and Conditions for Fringe Benefits (HSA, FSA, Transit, Parking)

1. Applicability. Employer has established a Health Flexible Spending Account (“Health FSA”) under Internal Revenue Code Sections 105 and 125, and/or a Dependent Care Flexible Spending Account (“Dependent Care FSA”) under Internal Revenue Code Sections 129 and 125. In addition, Employer may have established one or more Health Reimbursement Arrangements (“HRAs”) under Code Section 223 as described in IRS Notice 2002-45, a Qualified Transportation Fringe Benefit Plan under Code Section 132 or a tuition reimbursement arrangement subject to Code Section 127. All such plans shall be referred to collectively as the “Plans” or as “Reimbursement Accounts”. Employer has asked isolved Benefit Services to assist it with its administrative obligations under one or more of the Plans. This Agreement describes the rights and responsibilities of isolved Benefit Services and Employer with respect to various administrative services provided by isolved Benefit Services with respect to the Plans. isolved Benefit Services will also provide current and updated information to Employer relating to compliance with IRS Code Sections 105, 125, 129 and/or 132, including any changes or modifications in compliance requirements, notification language and related steps necessary to act in accord with said changes or modifications. These notifications will be based on isolved Benefit Services’s interpretation as a consultant/benefits administrator of applicable law and should not be construed as tax or legal advice. The rights and obligations outlined below apply only to the extent this service is chosen by Employer in the Service Agreement. This Additional Service Agreement is incorporated into and made a part of the Service Agreement (including the General Terms and Conditions). The effective date of this Additional Service Agreement is the effective date of the Service Agreement or, if later, the Service Date related to the services hereunder. The responsibilities of the Parties set forth in these Terms and Conditions are in addition to any responsibilities set forth in the Agreement.
2. Responsibilities of isolved Benefit Services.
 - a. Adoption of Plan(s). isolved Benefit Services shall assist Employer in evaluating the benefits, terms and conditions of the Plan(s), and shall assist Employer in selecting available benefits and funding options. isolved Benefit Services shall be under no obligation to specify benefits or funding options.
 - b. General Administration of Plan(s). isolved Benefit Services will keep a record of each Plan participant and maintain separate notational bookkeeping records and accounts based on the participants’ Reimbursement Account elections for each Plan Year. The records shall include the level of coverage, reimbursements and account balances. isolved Benefit Services will process midyear election changes under the Plans in accordance with the terms of the Plans and applicable law. isolved Benefit Services will examine each claim for benefits under the Plan in accordance with the claim review procedures of the Plans and applicable law, take reasonable steps to verify its validity,

compute the amount payable and either disburse the benefit due under the Plan, to the extent Employer has provided sufficient funds as required by this Additional Service Agreement, or deny the claim in accordance with the provisions of the Plan and the applicable rules and regulations. isolved Benefit Services will provide each participant submitting a claim with an explanation of payment or denial in accordance with the Plan's claim review procedures and applicable regulations and an explanation of the year-to-date activity in the participant's account. In the event the Agreement is terminated, all requests for reimbursement submitted to isolved Benefit Services after the effective date of termination will be returned to Employer, or at Employer's request, submitted to another third party. isolved Benefit Services will have no further responsibility with respect to such claims submitted after the effective date of termination.

- c. Nondiscrimination Testing. isolved Benefit Services makes available the following nondiscrimination testing required under the Code (collectively referred to as the "Nondiscrimination Tests") with respect to the Plan (s) (to the extent isolved Benefit Services provides related administrative services):
- i. Key Employee Concentration Test required under Code §125.
 - ii. The 55% Average Benefits Test required under Code §129.
 - iii. The 25% Shareholder Concentration Test required under Code §129
 - iv. The Highly Compensated Individual Eligibility and Benefits Test required under Code § 105. isolved Benefit Services will provide Employer with Nondiscrimination Testing online questionnaires or tool which employer will complete and provide to isolved Benefit Services. isolved Benefit Services will notify Employer if, based on isolved Benefit Services interpretations, any of the tests fail to pass. The results will be based on information received from Employer and/or any information obtained and maintained by isolved Benefit Services in the course of performing services required under the Agreement, including but not limited to these Additional Terms and Conditions. Note that additional Nondiscrimination Tests required under Code Sections 105, 125 and 129 based on the plan design and other criteria. isolved Benefit Services will conduct additional Nondiscrimination Tests required under Code §125, §105 and/or §129 only upon Employer's written request and for an additional fee as set out in Section 4 of the Service Agreement
- d. Plan Documents and Summary Plan Descriptions (SPDs). Based on Employer's completion of a plan design worksheet, isolved Benefit Services shall prepare the text for the initial drafts of the required Plan document(s) and SPD(s) pursuant to information provided by Employer. To the extent the isolved Benefit Services prepared plan documents and summary plan descriptions need to be updated based on changes in the law, isolved Benefit Services will provide updated language to the Employer.
- e. Form 5500 Data. isolved Benefit Services will assist Employer with information to complete Form 5500 for the Health FSA and/or HRA, if applicable, by providing any information maintained in an isolved Benefit Services database that is required to

be included on the Form 5500 with respect to such reimbursement accounts to the extent requested in writing by Employer.

f. Positive Pay Tool. Positive Pay is an automated check fraud detection tool required by some banks. Positive Pay matches key information for each check against a special electronic file provided by isolved Benefit Services. This requires special work between isolved Benefit Services and its software vendor on an initial and ongoing basis. If Employer's bank requires use of Positive Pay for its banking activity, isolved Benefit Services shall provide the files as and when required, provided that Employer pays the additional fees set forth in this Agreement. In the alternative, Employer may require all participants to be reimbursed via direct deposit, thereby eliminating the need for the Positive Pay tool.

3. Responsibility of Employer. Employer is responsible for all Plan administration not set forth above, including but not limited to the following:

- a. Adoption and Maintenance of the Plans. Employer has the exclusive right and duty to select, implement, amend, or modify benefits or funding options adopted in connection with the Plans.
- b. General Administration. Employer is responsible for establishing eligibility criteria and determining which employees and/or dependents have met those criteria. Employer will establish a claims appeal procedure for handling disputes regarding claims for benefits or the payment of benefits. Although isolved Benefit Services may process claims and handle the initial determination and up to the first level of appeal, Employer has final authority as to the denial or payment of a claim on appeal and is the claim fiduciary responsible for handling the final appeal level set forth under the Plan.
- c. Information Provided to isolved Benefit Services. Employer shall provide the following information to isolved Benefit Services:
 - i. Enrollment forms (or enrollment information) for all new participants added to the Plan and a list of participants terminated or deleted from the Plan, including their date of termination.
 - ii. A confirmation of payroll deductions (and/or contributions) on a per pay period basis for the Health FSA and Dependent Care FSA plans and the Qualified Transportation Fringe Benefit Plan, if applicable.
 - iii. All other information relating to the Plans and its participants necessary for isolved Benefit Services to perform its duties under the Service Agreement.
 - iv. With respect to a Code §132 Qualified Transportation Fringe Benefit Plan, information concerning Employer's ability to make cash reimbursements for transit expenses in accordance with Treas. Reg. 1.132-9 Q-16.
- d. Plan Document and SPDs. It shall be Employer's obligation to complete the plan design worksheet completely and accurately and ensure that draft documentation provided by isolved Benefit Services complies with the applicable laws and regulations for the Employer's particular plans and plan designs.

- e. Deposit of Funds. Employer shall make sufficient funds from its general assets available to pay all eligible claims presented to isolved Benefit Services by granting isolved Benefit Services withdrawal authority over an Employer-owned and named account (the "Account") at a financial institution selected by Employer. The Account shall be sufficient to enable it to pay benefits under Employer's Plans in accordance with the following method:
 - i. if claims are paid pursuant to an electronic payment card, Employer will make funds available in accordance with the Electronic Payment Card Agreement incorporated into and made a part of the Agreement. isolved Benefit Services will provide Employer daily (if claims were processed the previous day) with a debit card funding report indicating the amount of funds to be withdrawn via electronic funds transfer (ACH) by isolved Benefit Services the following business day.
 - ii. If claims are not paid pursuant to an electronic payment card, Employer will make funds available to reimburse isolved Benefit Services for claims settled the previous business day. isolved Benefit Services will provide Employer daily (if claims were processed the previous day) with a claims reimbursement notification indicating the amount of funds to be pulled (via ACH) by isolved Benefit Services the following business day.
 - iii. In the event funds in the Account are not available to fully reimburse isolved Benefit Services within 24 hours of such notice, isolved Benefit Services may immediately shut down all associated Cards and suspend reimbursement of non-electronic debit card claims until funds are provided. Employer bears sole responsibility for any fees imposed with respect to the Account by the financial institution. Employer shall pay isolved Benefit Services an additional fee for each ACH transfer that fails due to any reason within Employer's control as set forth in Section 4 of the isolved Benefit Services Service Agreement. isolved Benefit Services is under no obligation to advance funds on behalf of Employer.
- f. Execution of Documents. Employer shall ensure that the Plan Document is properly executed and shall provide a copy of the SPD to all Plan participants in accordance with applicable law.
- g. Reviewing Reports. Employer is responsible for reviewing the reports submitted by isolved Benefit Services and notifying isolved Benefit Services of any errors of which it is aware within a reasonable period of time after reviewing them.
- h. Positive Pay Tool. Employer is responsible for cooperating with isolved Benefit Services in setting up and maintaining all relevant information related to Positive Pay.
- i. Miscellaneous. Employer shall be responsible for complying with any other reasonable directions or Terms and Conditions as determined by isolved benefit Services.

4. FSA Only.

- a. Communication of Plan to Eligible Employees. isolved Benefit Services will provide communication and enrollment materials for downloading via isolved Benefit Services

website at no additional charge. Paper enrollment “kits” are available for an additional fee as determined within the Agreement. Isolved Benefit Services will conduct meetings and/or provide audiovisual materials or presentations (for an additional fee as outlined in the Service Agreement), at which time the benefits, terms and conditions of the Plans dictated by Employer shall be described to the eligible employees.

5. HSA Only.

- a. Applicability. Employer desires to enable certain eligible employees to establish health savings accounts (as defined in Internal Revenue Code §223) with a particular health savings account (HSA) custodian or trustee. Employer wishes to engage the services of Isolved Benefit Services, Inc. (“Isolved Benefit Services”), who has partnered with one or more companies offering HSA services (“Isolved Benefit Services Parties”) to make available to eligible individuals a Health Savings Account Program (the “Program”).
- b. HSA Services. Isolved Benefit Services shall undertake certain actions with regard to the HSAs for Employer as set forth below:
 - i. Isolved Benefit Services will provide Employer’s eligible employees with access to Isolved Benefit Services’s HSA services once an employee applies for an HSA with Isolved Benefit Services and Isolved Benefit Services has approved such employee for an HSA. Isolved Benefit Services has sole discretion to approve an employee’s application for an HSA with Isolved Benefit Services. If approved by Isolved Benefit Services, Isolved Benefit Services will provide HSA services to HSA Account Holders in accordance with the Agreement and any other HSA- related account documents. Employer further understands that Isolved Benefit Services will only offer such HSA services to an eligible employee whose application has been approved by Isolved Benefit Services in accordance with its internal policies and procedures and for which the applicable fees (“Custodial Fees”) have been paid. Nothing in this Agreement prohibits the Employer from paying such Custodial Fees on the HSA Account Holder’s behalf.
 - ii. Isolved Benefit Services Parties will implement procedures permitting the HSA to be funded by HSA Account Holders and Employer. Except as expressly set forth in this Agreement, Isolved Benefit Services shall have no responsibility with respect to contributions paid to the HSA, other than to receive the contributions paid or transferred to Isolved Benefit Services and allocate them in accordance with clear instructions received from the Employer or other contributor or transferor. Isolved Benefit Services has no obligation to ensure that contributions to an HSA Account Holder’s HSA do not exceed the maximum annual contribution limit applicable to such an HSA Account Holder. Isolved Benefit Services shall have no obligation to take affirmative actions to collect monies paid as contributions, such as, by way of example and not limitation, to pursue a check from an HSA Account Holder or other payor that does not clear. In the event that Isolved Benefit Services receives contributions from or on behalf of an individual who fails to submit an executed

HSA application within a period to be established by isolved Benefit Services, isolved Benefit Services shall refund such contribution to the employee or as isolved Benefit Services otherwise deems appropriate within its sole discretion. To the extent that the instructions provided to isolved Benefit Services with respect to contributions are not clear to isolved Benefit Services, isolved Benefit Services may take reasonable steps to resolve such ambiguity(ies). isolved Benefit Services reserves the right to take such acts in its discretion it deems appropriate with respect to such contributions, including, disgorgement, when it is unable to promptly obtain information sufficient to clarify the ambiguity(ies).

- iii. isolved Benefit Services shall have sole discretion to determine whether and under what circumstances to open or close an HSA and accept contributions and transfers of rollover contributions to, or distributions from, an HSA. isolved Benefit Services shall retain sole authority and discretion with respect to whether to place reasonable restrictions on the HSA.
 - iv. isolved Benefit Services shall be entitled to rely on any instructions provided to it from HSA Account Holders, Employer, or any duly authorized third party retained or acting on behalf or for the benefit of any of them and shall have no obligation to test or otherwise verify or confirm the accuracy or completeness thereof, and shall have no responsibility for any actions or inactions taken in accordance with any such instructions received by isolved Benefit Services.
 - v. The Custodial Agreement is a separate agreement between isolved Benefit Services and/or its designated custodian and the HSA Account holder that establishes the rights and obligations of the Parties to the Custodial Agreement and such agreement does not give Employer any additional rights or obligations. Except as expressly provided herein, or in individual HSA Custodial Agreements entered into with HSA Account Holders, isolved Benefit Services shall have no duty or responsibility with regard to Employer or HSA Account Holders.
 - vi. isolved Benefit Services is under no obligation to confirm or verify that HSA Account Holders are eligible to establish HSAs in accordance with the requirements of Code Section 223. "Code" means the Internal Revenue Code, and the regulations issued thereunder as amended from time to time.
- c. Responsibilities of isolved Benefit Services.
- i. Access to Program(s). isolved Benefit Services shall provide the Employer with HSA-related service documentation (including an application and a Custodial Agreement) for distribution to eligible employees in accordance with Section C.5 of this Additional Service Agreement.
 - ii. Verification of Information Provided to isolved Benefit Services. isolved Benefit Services is not responsible for verifying or confirming the accuracy or completeness of the data provided by the eligible employee nor is isolved Benefit Services responsible for verifying or confirming the eligibility status of the employee.

- iii. ERISA Compliance. isolved Benefit Services is not responsible for any compliance with ERISA to the extent that Employer has established the HSAs as an employee welfare benefit plan as defined by published DOL guidance.
- iv. General Admission of Program. Administration of the Program is conducted by isolved Benefit Services. isolved Benefit Services is not responsible for any administration of the Program other than as set forth herein. In addition, isolved Benefit Services may respond to inquiries from Employer and/or eligible employees regarding the employee's HSA.
- v. Care and Diligence. isolved Benefit Services shall perform the Services exercising reasonable care and diligence and in a manner that other similarly-situated prudent service providers in the same industry performing the same services would exercise. isolved Benefit Services will not be liable to Employer for actions taken in good faith. isolved Benefit Services shall not be considered in breach of the Service Agreement if isolved Benefit Services refuses to perform services generally required under this Additional Service Agreement if the manner in which Employer desires such Services to be performed requires changes to isolved Benefit Services's existing standard operating procedures or is not in accordance with applicable law.
- vi. Service Documentation. isolved Benefit Services or a third party contractor may provide to Employer certain documentation (written or electronic) related to the Services ("Service Documentation"). All Service Documentation is copyrighted property of isolved Benefit Services or its third party contractors. Employer shall not reproduce, modify, edit or otherwise change the Service Documentation without the prior written consent of isolved Benefit Services unless the foregoing rights are provided for within the applicable Service Documentation. Any Service Documentation provided to Employer in electronic format shall be accompanied by a non-exclusive license solely to reproduce such materials in electronic or paper form; provided, however, that such reproductions shall not be modified, edited, or otherwise changed in any manner without isolved Benefit Services's prior written consent.
- vii. Section 125 documentation. isolved Benefit Services will provide a Section 125 Cafeteria Plan Document and access to online nondiscrimination testing for the plan.
- viii. Third Party Vendors. Nothing express or implied in the Service Agreement and/or in this Agreement prohibits isolved Benefit Services from performing the Services itself, through an affiliate, or by contracting with a third party contractor to assist isolved Benefit Services in the performance of the Services hereunder including, without limitation, an affiliate or third party contractor located outside of the United States of America. isolved Benefit Services may add or change subcontractors at any time without notice to Employer.
- ix. Distributions and Access to HSA Funds. isolved Benefit Services shall provide HSA Account Holders with reasonable access to HSA funds in accordance with the

Service Documentation. isolved Benefit Services is under no obligation to ensure that distributions from a HSA Account Holder's HSA are for qualified medical expenses (as defined in Internal Revenue Code Section 223). isolved Benefit Services is not responsible for funding reimbursement for any expenses attempted to be paid or reimbursed through the HSA.

- x. Online Tools. isolved Benefit Services will provide Employer and HSA Account Holders with online HSA management tools.
- xi. Call Center. isolved Benefit Services will make available to Employer and HSA Account Holders a telephone-based support system (live or Interactive Voice Response (IVR)) in accordance with the applicable Documentation.
- xii. HSA Investments.
 - 1. isolved Benefit Services may, in its sole discretion, make available to HSA Account Holders one or more investment opportunities offered in conjunction with the HSA ("HSA Investments").
 - 2. HSA Investments are made available to HSA Account Holders in accordance with the terms and conditions applicable to the HSA Investments and the Custodial Agreement.
 - 3. Employer understands and acknowledges that isolved Benefit Services will only make such HSA Investments available to an HSA Account Holder to the extent that such individual satisfies the eligibility criteria for making HSA Investments established by the isolved Benefit Services, in its sole discretion.
 - 4. Employer understands and acknowledges the following with respect to the HSA Investments offered to HSA Account Holders:
 - a. isolved Benefit Services is under no obligation to and will not substitute, replace or delete any mutual funds offered through the HSA at the request of Employer.
 - b. Each HSA Account Holder has sole discretion whether to invest in one or more of the funds offered through the HSA Investments program.
 - c. Neither isolved Benefit Services nor its registered investment advisor will provide any investment advice to the HSA Account Holder and neither have any obligation to Employer or to the HSA Account Holder to review or monitor the HSA Account Holder's investment choices. Neither the isolved Benefit Services nor its registered investment advisor shall have liability or responsibility for the HSA Account Holder's investment.
- d. Responsibility of Employer.
 - i. Determining eligibility. Employer is responsible for determining which employees are eligible for an HSA in accordance with Code §223 and the guidance issued

with respect to Code §223 and notifying those employees of the availability of the program. isolved Benefit Services is under no obligation to confirm or verify that HSA Account Holders are eligible to establish HSAs in accordance with the requirements of Internal Revenue Code Section 223. Employer shall offer a qualifying HDHP, as defined in Internal Revenue Code Section 223, during the Term of this Additional Service Agreement. isolved Benefit Services is under no obligation to confirm or verify that such HDHP satisfies the requirements of Internal Revenue Code Section 223. Nothing herein shall cause the isolved Benefit Services to be responsible for benefit claims and eligibility determinations with respect to any HDHP sponsored by Employer.

- ii. Information to isolved benefits. Employer will furnish the information determined by isolved Benefit Services to be necessary to satisfy its responsibilities under this Additional Service Agreement. Such information will be provided to isolved Benefit Services in the format, time and in the method required by isolved Benefit Services. isolved Benefit Services shall assume that all such information provided to isolved Benefit Services by Employer or a designee of Employer (e.g., another third party administrator) is complete and accurate and isolved Benefit Services is under no duty to question the completeness or accuracy of such information. Employer understands that isolved Benefit Services cannot perform its duties under this Agreement without complete, accurate and timely information and that isolved Benefit Services shall have no liability as a consequence of incomplete, inaccurate and/or untimely information provided to isolved Benefit Services by Employer, an employee of Employer, an HSA Account Holder or a third party who has provided information to isolved Benefit Services at Employer's request (e.g., a prior or existing service provider). Employer understands that additional fees may be required if isolved Benefit Services is required to take corrective action as a result of such incomplete, inaccurate or untimely information. Employer shall make its books, records, facilities, systems and personnel relating to its obligations and performance under this Additional Service Agreement available for review and audit when required by applicable laws or by State or Federal isolved Benefit Services or other regulatory authorities with jurisdiction over isolved Benefit Services.
- iii. Consent of Covered Individuals and HSA Account Holders. Except as otherwise set forth in this Agreement, Employer is solely responsible for obtaining from its employees and HSA Account Holders all authorizations or consents required by applicable law that are necessary to perform the Services. Employer understands and acknowledges that isolved Benefit Services is under no obligation to obtain any authorizations or consents or to verify or confirm that Employer has obtained the appropriate authorizations or consents.
- iv. Electronic Funds Transfers. Employer is responsible for working with isolved Benefit Services to execute any required electronic transfers of funds, based on employer and/or employee contributions.
- v. Communication Regarding HSAs. Employer shall use commercially reasonable

efforts to offer the HSA Services provided by isolved Benefit Services directly to its eligible employees including, but not limited to, distributing HSA-related Service Documentation to eligible employees in accordance with isolved Benefit Services's instructions. isolved Benefit Services has sole discretion to determine the methods made available to eligible employees to apply for an HSA with isolved Benefit Services. Employer shall not communicate the following to its employees in any form or fashion:

1. that isolved Benefit Services provides services other than those set forth in the Agreement.
 2. that isolved Benefit Services is responsible for funding the HSAs; or
 3. that isolved Benefit Services has any involvement whatsoever with the High Deductible Health Plan ("HDHP") sponsored and maintained by Employer.
- vi. ERISA. Employer agrees to take all reasonable steps to avoid application of ERISA to the HSA Programs that Employer establishes with isolved Benefit Services. Employer understands and acknowledges that isolved Benefit Services is not responsible for any aspect of ERISA's participation, vesting, funding, reporting, disclosure, fiduciary requirements or any other obligation that might apply to the extent that such HSA Programs are deemed to be subject to ERISA. isolved Benefit Services may terminate this Agreement upon written notice and without penalty as of the date that it determines, in its sole discretion, such HSA Programs may be subject to ERISA. Alternatively, isolved Benefit Services may, in its sole discretion, choose to continue to provide HSA Services to Employer subject to an additional fee.
- vii. Information to be Provided by Employer. To the extent permitted by applicable State and Federal privacy laws, Employer shall deliver to isolved Benefit Services all information that isolved Benefit Services deems necessary to perform HSA Services. Employer will deliver such information to isolved Benefit Services in the time and manner determined by isolved Benefit Services. Employer represents and warrants that it will obtain from eligible employees all consents and authorizations required under applicable law as necessary to disclose to isolved Benefit Services such information. isolved Benefit Services has no obligation to verify or confirm that such consents or authorizations have been obtained.

6. Electronic Payment Card.

- a. Applicability. Employer has asked isolved Benefit Services to assist it with its administrative obligations under one or more benefit plans ("the Plan") for which an electronic payment card (the "Card") is available. isolved Benefit Services has contracted with one or more third parties to make the "Card" available to Employer for use by Plan participants for the purpose of facilitating direct payment of eligible expenses under the Plan.
- b. Responsibilities of isolved Benefit Services.

- i. isolved Benefit Services will make the Card available to Employer and Plan participants at all times during the course of the Service Agreement except as otherwise set forth herein. Use of the Card will be subject to the terms of the Agreement, and any cardholder agreement delivered with the Card.
 - ii. isolved Benefit Services may engage the services of one or more third parties (“Third Party Service Provider”) in order to comply with its obligation to provide the Card during the term of the Agreement. isolved Benefit Services agrees to ensure that any third party with whom isolved Benefit Services contracts to provide such services agrees to protect individually identifiable health information in the same manner that isolved Benefit Services has as set forth in the Business Associate Agreement.
 - iii. isolved Benefit Services will provide administrative services to Employer and participants related to use of the Card, including activating and deactivating Cards, responding to participant inquiries and providing appropriate notices regarding Participant accounts and actions taken in relation thereto.
 - iv. isolved Benefit Services agrees to comply with applicable laws regarding handling and privacy of account and transaction information and to operate the Card program in accordance with published IRS guidance applicable to Card processing of eligible expenses. In accordance with the applicable guidance, the Card will be limited to certain merchants and merchant category codes. The purchase of items under a qualifying merchant category code does not necessarily indicate that the expense is an eligible expense (as defined in the Plan). isolved Benefit Services is not liable to employer for any ineligible expenses not repaid by the participant or not offset by future claims to the extent such ineligible expense did not result from isolved Benefit Services negligence.
 - v. isolved Benefit Services will deactivate any Card upon notification by Employer of termination of employment or when isolved Benefit Services or the Third Party Service Provider determines in its sole discretion that the Card has been improperly used.
 - vi. isolved Benefit Services and the Third Party Service Provider are not responsible for any errors that result from inaccurate and/or incomplete data provided by Employer.
- c. Responsibility of Employer.
- i. Employer hereby grants to isolved Benefit Services and the Third Party Service Provider the right to receive, process and perform all required services in accordance with information and data that is submitted to isolved Benefit Services in order for isolved Benefit Services to provide the Card program. Employer further grants to isolved Benefit Services and the Third Party Service Provider the right to derive and use aggregate and statistical data from such information and data; however, any aggregate or statistical data arising from Protected Health Information as defined in the Business Associate Agreement will be de-identified.

- ii. Employer agrees to only use the participant website made available by isolved Benefit Services for its intended purposes, and will keep such website free from (i) any Intellectual Property that contains profane graphics or text, (ii) advertisements for adult entertainment or escort services or (iii) any click-through to one or more websites that feature or otherwise contain adult entertainment or escort services. Employer acknowledges that all right, title and interest in and to the website are the sole property of isolved Benefit Services and its licensors. Nothing in the Service Agreement will be construed to give Employer any rights in such website.
- iii. As set forth above and in the Fringe Benefit Plan Administration Additional Service Agreement, Employer agrees to make funds available to reimburse isolved Benefit Services for debit card transactions.
- iv. Employer warrants that all funds provided to isolved Benefit Services for payment of benefits under the Employer's Plans as set forth herein consist of Employer contributions only and do not consist of employee contributions that would need to be maintained in a separate trust pursuant to ERISA.
- v. Employer hereby grants to isolved Benefit Services and its Third Party Service Provider a non-exclusive, non-transferable, royalty-free license to use Employer's trademarks in connection with the Card program, in the forms and formats approved by Employer on: (i) the Cards; (ii) periodic statements; and (iii) other communications to Plan participants with respect to the Accounts.
- vi. Employer acknowledges that participants must comply with the Third Party Service Provider's terms and conditions and the legal requirement relating to Card usage, including but not limited to substantiation of FSA claims.
- vii. Employer agrees that the name of the financial institution which issues the Card, a website Uniform Resource Locator and a customer service phone number will be printed on all Cards. Employer is responsible for all costs incurred by isolved Benefit Services resulting from improper use of the Card.

Section IV: Employee Navigator Integration and Ease Integration.

1. Employee Navigator Integration and Ease Integration.
 - a. Responsibilities of isolved Benefit Services. isolved Benefit Services will enable weekly file feeds of COBRA-related activity from Employee Navigator. isolved Benefit Services will generate a file submission results e-mail to Employer for each weekly file. isolved Benefit Services will maintain mapping of COBRA-eligible benefits with assistance from Employer. isolved Benefit Services will update and maintain these file feeds, as needed, to comply with legal or regulatory changes or system enhancements.
 - b. Responsibility of Employer.
 - i. Establish and maintain COBRA-eligible benefit plans: Employer or its designee

must establish and maintain all COBRA-eligible benefit plans in Employee Navigator. Employer or its designee must provide isolved Benefit Services written notification of the applicable premium amounts as well as any other related information that isolved Benefit Services deems necessary (e.g. due dates, etc.) and any changes to the applicable premiums at least thirty (30) days prior to the effective date of such change.

- ii. Monitor file submission results: Employer or its designee is responsible for all other duties not set forth in Section D.1 of the Federal COBRA, USERRA and State Continuation Coverage Additional Service Agreement, including but not limited to reviewing all standard verification reports and file submission results in accordance with applicable law and reporting any discrepancies promptly to isolved Benefit Services. Employer or its designee is solely responsible for resubmitting any failed records.
- iii. Responsibility for Data: Employer is assumed to have all necessary agreements regarding the use of Employee Navigator in place and to the extent that a third party is managing Employer's data in Employee Navigator on behalf of Employer it is understood that isolved Benefit Services will accept all data as is and will not be responsible for any errors that result from inaccurate or incomplete data.