

PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS OF USE AS THEY WILL GOVERN YOUR ACCESS TO AND USE OF THE ISOLVED® SAAS SERVICE AND THE SERVICES (AS THOSE TERMS ARE DEFINED BELOW).

Last Updated: These Terms and Conditions of Use were last updated on July 11, 2022.

This is a legal and binding contract between you (sometimes referred to as "Employee") and isolved, Inc. (referred to as "isolved" or "us"), together the "parties" and each individually a "party." By accessing or using the iSolved® SaaS Service or the Services, you agree to be bound by these Terms and Conditions of Use. If you do not agree with these Terms and Conditions of Use, or are legally unable to agree to them, then you may not use the SaaS Service or the Services (as defined below). These Terms and Conditions of Use do not modify any agreement between you and your Employer or between your Employer and any third party, including, but not limited to, isolved or any of its affiliated entities, any isolved Certified Network Partner or any other Subscriber (as defined below).

1. **Definitions.** The following definitions will apply throughout this Agreement:

- 1.1. "Affiliates" means any entity under common ownership with or in control of isolved, Inc.
- 1.2. "Agreement" means these Terms and Conditions of Use.
- 1.3. "Documentation" means user manuals and online help created by isolved in either printed or electronic format that relate to the SaaS Service.
- 1.4. "Employee" means a user who is an Employee of a Subscriber or an Employee of a Subscriber's client.
- 1.5. "Employee Content" means any information, materials, feedback, or other communications that you transmit or post to or through the SaaS Service or provide in connection with the Services.
- 1.6. "Employee Personal Data" means any information that identifies you, in connection with the Services.
- 1.7. "Employer" means the person or entity of whom or which you are an Employee, and who either (a) is a Subscriber or (b) has rights to access and use the Services through a Subscriber and has provided you access to the Services.
- 1.8. "Privacy Policy" means the iSolved® Privacy Policy, as updated from time to time, which is posted at <https://www.isolvedhcm.com/legal/privacy-policy>.
- 1.9. "SaaS Service" means the hosted, cloud-based, software as a service (SaaS) human capital management platform currently referred to as iSolved® and any additional products or services offered by isolved or any of its affiliates in connection therewith and any website or mobile application at or by which you may access the SaaS Service, and any successor platform, website or mobile application thereto, including all Software and Documentation.
- 1.10. "Services" means the features and functionalities of the SaaS Service currently referred to as iSolved® that a Subscriber at any time, has subscribed to and has made available to you via the

SaaS Service, subject to the terms of this Agreement and applicable Subscription, terms and conditions, or service agreements between isolved and the Subscriber, and includes all related Software and Documentation.

1.11. "Software" means any software code, programs, tools, plug-ins, utilities, files, mobile applications, and APIs or other software related to the SaaS Service.

1.12. "Subscriber" means either (a) your Employer who has a current Subscription to the Services or (b) a service provider (to your Employer) with a current Subscription to the Services.

1.13. "Subscription" means a contract, including any service agreement, certified network partner agreement, order form or terms and conditions, between isolved, Inc. or any of its affiliated entities and a Subscriber allowing access to the Services.

2. **Changes to this Agreement.** isolved may update or modify this Agreement at any time effective upon posting of the revised Agreement, along with the date on which it was most recently updated. isolved may give notice of such updates and modifications by any means. All notices will be effective immediately. You should review this Agreement often to stay informed of any changes that may affect you. Your continued use of the SaaS Service and/or the Services thereafter signifies your acceptance of such updates or modifications. The version of this Agreement on each respective date you access the SaaS Service and/or the Services will be the Agreement applicable to your access and use of the SaaS Service and/or the Services on that date. Electronically or otherwise properly stored copies of the Agreement shall be deemed to be the true, complete, valid, and authentic copy of this Agreement that was in force on each respective date you access and use the SaaS Service and/or the Services. This Agreement, as updated from time to time, is posted at <https://www.isolvedhcm.com/legal/agreements/employee-terms-and-conditions-for-use>.

3. **Access to Services.** Subject to your compliance with the provisions of this Agreement and the Subscriber's compliance with the terms of the Subscription, isolved grants to you a non-exclusive and non-transferable right to access the Services during the term of this Agreement. You acknowledge and agree that the Services and your access to the Services may be updated and changed from time to time by your Employer, the Subscriber (if different from Employer), or isolved, each in their sole discretion. Your continued use of the Services or this Agreement after our posting of any changes will constitute your acceptance of such changes. **ANY USE OF THE SERVICES, EXCEPT AS EXPRESSLY PERMITTED IN THIS OR ANY OTHER AGREEMENT BETWEEN YOU AND ISOLVED, IS STRICTLY PROHIBITED.**

4. **Term of Agreement.**

4.1. **Effective Date.** The Effective Date of the Agreement shall be the date on which you first use (d) the Services.

4.2. **Term and Termination.** The term of the Agreement shall continue until the earlier of (i) the discontinuance or other termination of the Subscription, (ii) your Employer's direction to terminate your access to the Services and the SaaS Service, for whatever reason, including termination of employment relationship with Employer, (iii) your breach of any of your obligations under this Agreement, or (iv) your refusal to agree to any subsequent revision of or amendment to this Agreement.

4.3. Effect of Termination. Upon any termination of the Agreement, your access to and use of the Services shall be immediately discontinued, and your access to the SaaS Service will be deactivated.

5. **Your Representations and Warranties**. You represent and warrant to isolved that:

5.1. You will use the SaaS Service and the Services in compliance with all applicable laws and regulations, including without limitation, those related to data privacy, export and the transmission of technical or personal data, consumer and child protection, obscenity or defamation.

5.2. You will properly and completely exit out of the SaaS Service at the end of each user session.

5.3. You will keep your password and login credentials adequately protected, secret and confidential; you will not share your password or login credentials with anyone, or leave them unsecured; and, you (and not isolved) will be completely responsible for any harm to isolved or any other person or entity that results directly or indirectly from your failure to keep your password and login credentials adequately protected, secret and confidential. You will immediately notify isolved if you learn or have reason to believe that the security or confidentiality of your password or login credentials have been compromised in any way.

5.4. Any Employee Content, Employee Personal Data or other materials that you place on the SaaS Service or use with the Services will not contain any libelous, obscene, threatening, or unlawful material or any materials or instructions that may cause harm or injury and will not violate any person's or entity's right of privacy or copyright, trademark, patent, or other intellectual property rights.

5.5. You will not access the SaaS Service or Services for the purpose of building a competitive product or service or copying its features or user interface, nor will you reverse engineer the SaaS Service or Services.

5.6. You will not use the SaaS Service or Services to send or store any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents, or programs.

5.7. You will not sublicense your rights to or allow any third parties to use or access the SaaS Service or Services.

5.8. You will not modify, reverse engineer, disassemble, decompile, or otherwise attempt to derive source code, trade secrets, programming methods or architecture, or other Confidential Information (as that term is defined below) of isolved or from the SaaS Service, nor will you create derivative works from the same. You agree that nothing in this Agreement grants you the right to obtain or use any such source code.

5.9. You will not, and will not attempt to, access, alter, destroy, or disrupt the integrity or performance of the SaaS Service, the Services, or of any data or other information regarding or belonging to any other person or entity using the SaaS Service or the Services.

6. **Shared Resources.** Excessive use or abuse of shared network resources is prohibited. You agree that you will not use the SaaS Service and Services in any manner that could damage, disable, overburden, or impair the SaaS Service or Services, or interfere with any other party's use and enjoyment of the SaaS Service or Services. Misuse of network resources in a manner that impairs network performance is prohibited.
7. **Use of SaaS Service, Services and Materials.** Except as otherwise indicated in the SaaS Service, you may view, print, and copy any reports, working files, and documents produced by the Services, but only for lawful and permissible purposes under this Agreement (i) as they relate to you personally and solely for your own personal use and (ii) as otherwise approved in writing by the Subscriber (subject to the Subscription terms) or isolated, in each case which may be revoked in their sole discretion. The documents and information permitted to be copied exclude layout and design of any portion of the SaaS Service and any logos or graphics published in the SaaS Service.
8. **Third Party Websites.** Through the SaaS Service, you may be able to access third party websites ("Third Party Providers"). isolated is not responsible for the content of any third party website or mobile applications or for any products or services offered by any Third Party Provider or used by you. Your access to or use of any third party websites linked to the SaaS Service may be subject to terms and conditions imposed by the Third Party Provider or other parties, and your access to and use of such third party websites are entirely at your own risk. Your breach of any third party website restrictions constitutes a breach of this Agreement by you and may result in termination of your access to the SaaS Service and the Services.
9. **Ownership.** isolated owns all right, title, and interest in and to the Services, the SaaS Service and its contents, the Software, the Documentation, isolated trademarks, service marks, and copyrights, and all related intellectual property rights (excluding portions of the Services provided by third party licensors). The Services may be used only for the purposes described in this Agreement. You may not copy, publish, download, modify, or distribute the Services or SaaS Service content in any way, except as permitted by this Agreement or with the express written permission of isolated. Any rights not expressly granted herein are reserved by isolated.
10. **Confidential Information.**

10.1. "Confidential Information" means isolated software code and designs, product specifications and documentation, Employee Personal Data, and other non-public business and technology information, trade secrets, intellectual property, or other information, which reasonably should be understood to be confidential information of isolated or any of its affiliates. You shall not disclose Confidential Information to any person or entity (other than those with a need to know such information who are bound by confidentiality covenants no less protective than those herein) or use it for any purpose, except (i) as expressly permitted by this Agreement, (ii) in response to a court order, subpoena, or other legal process, or (iii) as otherwise required or permitted by law. You shall give Confidential Information at least the same level of protection as you give information of similar sensitivity, but not less than what is reasonable. Your confidentiality obligations survive termination of this Agreement.

10.2. Confidential Information excludes (i) information that is or becomes generally available to the public without fault of you; (ii) information that is independently developed or known by you without the use of any other Confidential Information; (iii) information that is rightfully

received from another source on a non-confidential basis; or, (iv) information that is permitted to be disclosed by isolved in writing. Confidential information also excludes any Employee Content and Employee Personal Data as described in section 11.2

11. Employee Content, Employee Personal Data and Feedback.

11.1. Any Employee Content, information, feedback, or other communications that you transmit or post to or through the SaaS Service or provide in connection with the Services other than Employee Personal Data and Confidential Information will be considered or treated as non-confidential and non-proprietary information. Accordingly, as permitted by applicable law, you hereby irrevocably grant us permission to use the Employee Content for any purpose. isolved is not responsible for Employee Content and cannot monitor all Employee Content. isolved and its designees have the right, but not the obligation, to monitor any areas involving user participation, including your participation, and to edit, refuse to post, or remove any Employee Content for any reason whatsoever in its sole discretion. You alone are responsible for the Employee Content you provide, input, share, upload, or post. You assume all risks associated with the Employee Content, including anyone's reliance on its accuracy, completeness, or usefulness.

11.2. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU TRANSMIT, POST, OR SHARE TO A PUBLIC FORUM, A NON-CONFIDENTIAL MEDIUM, OR IN A CHATBOT WILL NOT BE TREATED AS CONFIDENTIAL INFORMATION.

12. Disclaimer of Warranties. Except as expressly set forth herein, the SaaS Services and the Services are provided "AS IS" and "AS AVAILABLE." NEITHER ISOLVED NOR ANY OF ITS AFFILIATES MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, AND EACH HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. NEITHER ISOLVED NOR ANY OF ITS AFFILIATES WARRANT THAT THE SAAS SERVICES OR THE SERVICES ARE OR WILL BE COMPLETE, ACCURATE, ADEQUATE OR OTHERWISE FREE FROM ERROR. NEITHER ISOLVED NOR ANY OF ITS AFFILIATES WARRANT THAT THE SAAS SERVICES, THE SERVICES OR THEIR FUNCTIONS, FEATURES OR CONTENT, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, AND SECURE OR THAT THEY WILL OPERATE WITHOUT ERROR.

13. Limitation of isolved Liability. IN NO EVENT SHALL ISOLVED OR ANY OF ITS AFFILIATES BE LIABLE FOR LOST PROFITS, LOST DATA, INTERRUPTIONS OF BUSINESS, OR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SAAS SERVICES, OR THE SERVICES, REGARDLESS OF WHETHER ISOLVED HAS NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE. WITHOUT LIMITING ANY OF THE FOREGOING, IF ISOLVED OR ITS AFFILIATES IS FOUND LIABLE TO YOU OR ANY THIRD PARTY, ISOLVED AND ITS AFFILIATES' TOTAL LIABILITY FOR ANY CLAIM OR DAMAGE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, SHALL NOT EXCEED THE FEES PAID TO ISOLVED BY YOUR EMPLOYER OR THE SUBSCRIBER AS APPLICABLE IN CONNECTION WITH YOUR USE OF THE SAAS SERVICES OR THE SERVICES DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE INITIAL EVENT GIVEN RISE TO THE CLAIM.

14. **Default and Remedies; Indemnity.** If you are in default or breach of this Agreement, isolved may stop providing the Services to you and discontinue your access to and use of the SaaS Services and the Services; if permitted by the Subscription, your Employer's access to the SaaS Services and the Services may be discontinued.
15. For maintaining the integrity of the Services or the data of any users, or for the purpose of performing routine or non-routine maintenance or repairs, isolved may temporarily suspend your access to the Services without notice, for any period deemed suitable to isolved in its sole discretion. In addition to the other remedies contained in this Agreement, isolved reserves all other rights and remedies that it has at law, equity, or contract. In addition to the rights set forth herein, You agree to indemnify isolved, its affiliates, officers, directors, employees, agents, and contractors harmless from and against any claims, losses, liabilities, damages, costs, and expenses (including attorney fees AND EXPENSES) in connection with, arising out of, or relating to: (a) your breach of this Agreement; (b) any Employee Content or Employee Personal Data; (c) your access to and use of the SaaS Service and the Services; and (d) your violation of any applicable law, regulation, or code, or your violation of any rights of another. This obligation survives indefinitely the termination and/or expiration of this Agreement and your status as a user of the SaaS Service and the Services.

16. **General.**

- 16.1. Complete Agreement. This Agreement constitutes the entire agreement between you and isolved concerning your use of the Services.
- 16.2. Amendment. isolved may change this Agreement at any time as indicated in Section 2. This Agreement may not be otherwise amended except in writing and signed by both parties. Notwithstanding any other provision of this Agreement, for purposes of this provision, a "writing" does not include an e-mail message.
- 16.3. Enforceability and Waiver. If any term of this Agreement is found void or unenforceable, all other terms remain in full force and effect. None of the requirements of this Agreement shall be considered waived by either party unless the waiver is in writing, signed by duly authorized agents or representatives of each party. The waiver by either party of a breach or a violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach or violation.
- 16.4. Assignment. You may not transfer, sell, sublease, assign, pledge, or encumber any of your rights under this Agreement without the prior written consent of isolved. isolved may sell, assign, or transfer this Agreement without notice to or consent by you, and the new owner will have the same rights and benefits that isolved now has.
- 16.5. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, omit, construe, describe, or affect the scope or extent of the provisions of this Agreement.
- 16.6. Applicable Laws, Exclusive Jurisdiction, and Waiver of Jury Trial. isolved operates the Services from its headquarters office in Charlotte, North Carolina. This Agreement is governed by the laws of North Carolina (excluding conflicts of laws provisions). isolved makes no

representation that the Services are appropriate or available for use outside of the United States, and access to them where their content is illegal is prohibited. If you choose to access the Services from other locations, you are responsible for compliance with local laws. You may not use or export the Services in violation of U.S. export laws and regulations. The exclusive venue and jurisdiction for any dispute arising between isolved and you shall be in the federal and state courts situated in Mecklenburg County, North Carolina. You irrevocably consent to the jurisdiction of the state and federal courts of Mecklenburg County, North Carolina for any dispute that may arise between the parties. **YOU HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO A JURY TRIAL ON ANY ISSUE OR DISPUTE THAT MAY ARISE BETWEEN THE PARTIES.** No actions arising out of or relating to this Agreement or your use of the Services may be brought by either party more than two (2) years after the cause of action accrues.

- 16.7. Attorney Fees and Costs. In the event isolved brings suit against you to enforce any of its rights or your obligations under this Agreement, and isolved prevails on any portion of any relief requested, then isolved shall be entitled to recover from you, and you shall be liable for, all costs and expenses incurred by isolved, including reasonable attorney fees, expert fees, and court costs, in bringing such suit.
- 16.8. Force Majeure. Any delay or nonperformance of any provision of this Agreement by isolved that is caused by conditions beyond the reasonable control of isolved shall not constitute a breach of this Agreement. Conditions beyond the reasonable control of isolved include, but are not limited to, natural disasters, acts of government after the date of this Agreement, power failure, fire, flood, acts of God, labor disputes, embargoes, acts or omissions of carriers or suppliers, explosions, riots, acts of war or terrorism, and epidemics.
- 16.9. Electronic Communications and Signatures. You consent to receive communications from isolved electronically. isolved will communicate with you by e-mail or by posting notices on the SaaS Service. You also consent to the electronic formation of contracts and agreements between you and isolved. You agree that all contracts, agreements, notices, disclosures, and other communications that isolved provides to or forms with you electronically satisfy any legal requirement that such contracts, agreements, notices, disclosures, and communications be in writing, or that any signature to any contract or agreement be in writing. IF AT ANY TIME YOU NOTIFY ISOLVED THAT YOU REVOKE THE CONSENTS CONTAINED IN THIS PARAGRAPH, YOUR ACCESS TO THE SERVICES, THE WEBSITE, THE DOCUMENTATION AND THE SOFTWARE WILL BE IMMEDIATELY TERMINATED, AND THE RIGHTS AND RESPONSIBILITIES OF YOU AND ISOLVED SHALL BE GOVERNED BY THE RELEVANT PROVISIONS OF THIS AGREEMENT.
- 16.10. Copyright Notice. Copyright © 2022 isolved, Inc. All rights reserved.