



Terms and Conditions of Use

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).

This is a legal and binding contract between the user Employee (sometimes referred to as “you”) and iSolved Holdings, Inc. (referred to as “iSolved Holdings”). 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.

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

a. “Agreement” means these Terms and Conditions of Use.

b. “Certified Partner” means a certified partner in the iSolved Certified Partner Network that has contracted with your Employer to provide access to the SaaS Services. The terms of and references to Certified Partner in this Agreement are not applicable and shall not apply to direct clients of iSolved Holdings or any of its subsidiaries.

c. “Documentation” means user manuals and online help created by iSolved Holdings in either printed or electronic format that relate to the SaaS Service.

d. “Employee Data” has the meaning set forth in the Privacy Policy.

e. “Employer” means the person or entity employing you or that otherwise has provided you access to the Services, including any affiliates thereof.

f. “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 Holdings 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.

g. Privacy Policy means the iSolved® Privacy Policy, as updated from time to time, which is posted at https://www.isolvedhcm.com/legal/privacy_policy.

h. “Services” means the features and functionalities of the SaaS Service that your Employer, at any time, has subscribed to and are made available to you via the SaaS Service, subject to the terms of this Agreement, and includes all related Software and Documentation.

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

2. Access to Services. Subject to your compliance with the provisions of this Agreement, and your Employer’s compliance with its separate obligations, if any, to iSolved Holdings and its Certified Partner, if any, iSolved Holdings grants to you a non-exclusive and non-transferable right to access the Services during the term of this Agreement solely for the purpose of providing payroll and other human capital management services to employees and contractors of your Employer. You acknowledge and agree that the Services and your access to the Services are established by and may be updated and changed from time to time by your Employer, the Certified Partner or iSolved Holdings, 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 AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU AND ISOLVED HOLDINGS IS STRICTLY PROHIBITED.

3. Term of Agreement.

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

3.2 Term and Termination. iSolved Holdings, Inc. may terminate this Agreement effective immediately at any time after: (i) the termination of your Employer’s subscription to the Services or your Employer’s violation of any agreement with the Certified Partner, iSolved Holdings, Inc. or any of its affiliates, (ii) the termination of your Certified Partners’ agreement with iSolved Network, LLC or the suspension or change of your Certified Partner’s status from a member in good standing in the iSolved Certified Partner Network, (iii) the Certified Partner’s or your Employer’s direction to terminate your access to the Services, for whatever reason, including termination of employment or other relationship with your Employer, (iv) 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. Upon any termination of

the Agreement, iSolved Holdings shall discontinue providing the Services to you, and your access to the SaaS Service will be de-activated.

4. Your Representations and Warranties. You represent and warrant to iSolved Holdings that:

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

b. You will keep your password secret and confidential, you will not share your password with anyone, and you will be completely responsible for any harm to iSolved Holdings or any other person that results from your failure to keep your password secret and confidential. You will immediately notify iSolved Holdings if you learn or have reason to believe that the confidentiality of your password has been compromised.

c. Any Employee 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 right of privacy or copyright, trademark, patent, or other intellectual property rights.

d. You will not access the SaaS Service 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.

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

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

g. 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 Holdings of or from the SaaS Service, nor will you create derivative works from the same. And you agree that nothing in this Agreement grants you the right to obtain or use any such source code.

h. You will not, and will not attempt to, access, alter, destroy or disrupt the integrity or performance of the SaaS Service or of any data or other information regarding



or belonging to any other person or entity using the SaaS Service.

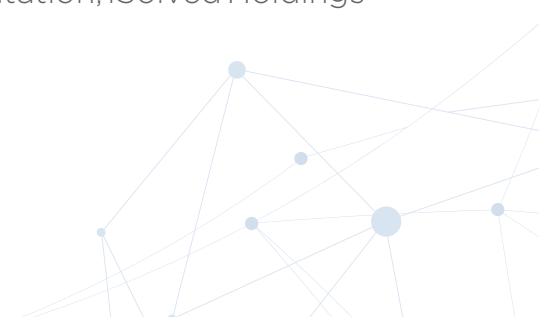
5. Access Rights . You acknowledge and agree that your rights under this Agreement permit you to access to the SaaS Service solely for the purpose of providing payroll and other human capital management services on behalf of your Employer and that use of the SaaS Service, including accessing information that is not necessary for such Services (including accessing information of other employers) is a violation of this Agreement. You acknowledge and agree that the access credentialing is established by your Employer or its Certified Partner and that if you learn or have reason to believe that you have access to Employee Data of any other company or access to any other information not necessary for your permitted purpose you will (a) not access, print, download or otherwise view such information and (b) immediately notify iSolved Holdings. Except as otherwise indicated above or in the SaaS Service, you may view, print, and copy any reports, working files, and documents produced by the Services, but only (i) as they relate to you personally and solely for your own personal purposes or (ii) as otherwise approved in writing by your Employer (subject to restrictions on Employer's subscription for the Services), the Certified Partner or iSolved Holdings, 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.

6. Shared Resources. Excessive use or abuse of shared network resources is prohibited. You agree that you will not use the Services in any manner that could damage, disable, overburden, or impair the SaaS Service, or interfere with any other party's use and enjoyment of the SaaS Service. Misuse of network resources in a manner that impairs network performance is prohibited.

7. Use of SaaS Service and Materials.

8. Third Party Websites. Through the SaaS Service, you may be able to access third party websites ("Third Party Providers"). iSolved Holdings 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 other 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 Services.

9. Ownership. iSolved Holdings owns all right, title and interest in and to the Services, the SaaS Service and its contents, the Software, the Documentation, iSolved Holdings'



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 iSolved Holdings' express written permission. Any rights not expressly granted herein are reserved by iSolved Holdings.

10. Confidential Information. "Confidential Information" means iSolved Holdings' software code and designs, product specifications and documentation, Employee Data, and other non-public business and technology information, trade secrets, or other information which reasonably should be understood to be confidential information of iSolved Holdings or any of its affiliates. Confidential Information excludes information that (a) is or becomes generally available to the public without fault of you; (b) is independently developed or known by you without the use of any other Confidential Information; or (c) is rightfully received from another source on a non-confidential basis; or (d) is permitted to be disclosed by iSolved Holdings in writing. You shall not disclose Confidential Information to any person (other than employees and independent contractors with a need to know such information) or use it for any purpose, except (x) as expressly permitted by this Agreement, (y) in response to a court order, subpoena, or other legal process, or (z) 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.

11. Disclaimer of Warranties. Except as expressly set forth herein, the Services are provided "AS IS." NEITHER ISOLVED HOLDINGS NOR ANY OF ITS AFFILIATES MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, AND EACH HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER ISOLVED HOLDINGS NOR ANY OF ITS AFFILIATES WARRANTS THAT THE SERVICES ARE OR WILL BE COMPLETE, ACCURATE, ADEQUATE OR OTHERWISE FREE FROM ERROR. NEITHER ISOLVED HOLDINGS NOR ANY OF ITS AFFILIATES WARRANTS THAT THE SERVICES OR ITS FUNCTIONS, FEATURES OR CONTENT, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, AND SECURE OR THAT THEY WILL OPERATE WITHOUT ERROR.

12. Limitation of iSolved Holdings' Liability. IN NO EVENT SHALL ISOLVED HOLDINGS OR ANY OF ITS AFFILIATES BE LIABLE FOR LOST PROFITS, LOST DATA, INTERRUPTIONS OF BUSINESS, OR ANY INCIDENTAL, PUNITIVE, OR



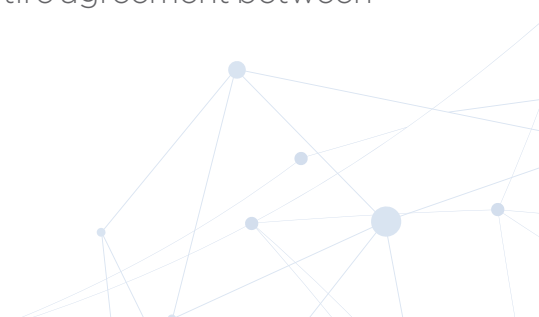
CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF WHETHER ISOLVED HOLDINGS HAS NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE. ISOLVED HOLDING'S TOTAL LIABILITY FOR ANY CLAIM OR DAMAGE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, SHALL NOT EXCEED THE FEES PAID TO ISOLVED HOLDINGS BY YOUR EMPLOYER IN CONNECTION WITH YOUR USE OF THE SERVICES DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE INITIAL EVENT GIVEN RISE TO THE CLAIM. IN NO EVENT SHALL ISOLVED HOLDINGS OR ANY OF ITS AFFILIATES BE LIABLE FOR ACTING IN ACCORDANCE WITH ANY DIRECTIONS PROVIDED BY YOUR EMPLOYER OR CERTIFIED PARTNER, INCLUDING WITH RESPECT TO YOUR ACCESS RIGHTS OR THE ACCESS RIGHTS OF ANY OTHER PERSON OR COMPANY. CERTIFIED PARTNER IS AN INDEPENDENT CONTRACTOR OF ISOLVED HOLDINGS AND CERTIFIED PARTNER ISOLVED HOLDINGS SHALL NOT BE LIABLE FOR ANY ACTIONS OR OMISSIONS OF CERTIFIED PARTNER OR ANY OF ITS EMPLOYEES OR OTHER CONTRACTORS.

13. **Employee Data and Feedback.** Any 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 Data, will be considered non-confidential and non-proprietary information. iSolved Holdings will collect, retain, use, and disclose Employee Data in accordance with iSolved Holdings' Privacy Policy, which is hereby incorporated into this Agreement by reference.

14. **Default and Remedies.** If you are in default iSolved Holdings of this Agreement or any other agreement with iSolved Holdings, iSolved Holdings may stop providing the Services to you (and if permitted by your Employer's or Certified Partner's agreement with iSolved Holdings or its affiliates, your Employer) and may discontinue your access to the Services. For the purpose of 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 Holdings may temporarily suspend your access to the Services without notice, for any period deemed suitable to iSolved Holdings in its sole discretion. In addition to the other remedies contained in this Agreement, iSolved Holdings 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 HOLDINGS against any liabilities, damages, costs, and expenses (including attorneys' fees AND EXPENSES) that ISOLVED HOLDINGS OR ANY OF ITS AFFILIATES may incur or suffer in connection with your breach of this Agreement.

15. **General.**

15.1 **Complete Agreement.** This Agreement constitutes the entire agreement between



you and iSolved Holdings concerning your use of the Services.

15.2 Amendment. iSolved Holdings may amend this Agreement at any time by posting the amended Agreement in the SaaS Service. The amended Agreement shall automatically be effective 15 days after they are initially posted on the SaaS Service. Your continued use of the SaaS Service or any of the Services after the effective date of the amended Agreement will constitute your acceptance of the amended Agreement. 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.

15.3 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.

15.4 Assignment. You may not transfer, sell, sublease, assign, pledge, or encumber any of your rights under this Agreement without iSolved Holdings’ prior written consent. iSolved Holdings 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 Holdings now has.

15.5 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.

15.6 Applicable Laws, Exclusive Jurisdiction, and Waiver of Jury Trial. iSolved Holdings operates the Services from its headquarters office in Charlotte, North Carolina. This Agreement is governed by the laws of North Carolina (excluding conflict of laws provisions). iSolved Holdings 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 Holdings 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.

15.7 Attorney's Fees and Costs. In the event iSolved Holdings brings suit against you to enforce any of iSolved Holdings' rights or your obligations under this Agreement, and iSolved Holdings prevails on any portion of any relief requested, then iSolved Holdings shall be entitled to recover from you, and you shall be liable for, iSolved Holdings' costs and expenses, including reasonable attorney's fees, expert fees, and court costs, in bringing such suit.

15.8 Force Majeure. Any delay or nonperformance of any provision of this Agreement by iSolved Holdings that is caused by conditions beyond the reasonable control of iSolved Holdings shall not constitute a breach of this Agreement. Conditions beyond iSolved Holdings' reasonable control 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.

15.9 Electronic Communications and Signatures. You consent to receive communications from iSolved Holdings electronically. iSolved Holdings 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 Holdings. You agree that all contracts, agreements, notices, disclosures, and other communications that iSolved Holdings 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 HOLDINGS 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 HOLDINGS SHALL BE GOVERNED BY THE RELEVANT PROVISIONS OF THIS AGREEMENT.

15.10 Copyright Notice. Copyright © 2018 iSolved Holdings, Inc. All rights reserved.