

TERMS OF SERVICE AND END USER LICENSE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. BY USING ALL OR ANY PORTION OF THE ACA COMPLIANCE NAVIGATOR, REPORTING AND FILING SERVICES PROVIDED BY PRIMEPAY, LLC AND ITS SUBSIDIARIES, AFFILIATES, PROVIDERS AND LICENSORS (COLLECTIVELY, "PRIMEPAY"), YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS SERVICE AND LICENSE AGREEMENT. YOU AGREE THAT THE TERMS OF THIS AGREEMENT ARE ENFORCEABLE LIKE ANY OTHER WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THIS IS A BINDING CONTRACT FOR A 12-MONTH TERM. BY CLICKING "I AGREE," YOU WILL HAVE ACCESS TO ACA COMPLIANCE NAVIGATOR AT ANY TIME YOU CHOOSE DURING THE 12-MONTH TERM, BUT MONTHLY SERVICE FEES WILL BE CHARGED EACH MONTH BASED ON YOUR NUMBER OF ACTIVE EMPLOYEES, IRRESPECTIVE OF WHEN YOU ACTUALLY ACCESS AND USE ACA COMPLIANCE NAVIGATOR. IF YOU DO NOT AGREE, DO NOT USE OR ACCESS THE ACA COMPLIANCE NAVIGATOR ON THIS WEBSITE.

1. Definition of Terms.

- 1.1 **"Agreement."** All references to this "Agreement" or "Addendum" will mean this ACA Compliance Navigator Addendum and End User License Agreement.
- 1.2 **"Client Content."** All references to "Client Content" or "Client Data" will mean all of the documentation and information supplied by you so that you can utilize the ACA Compliance Navigator in connection with and/or pursuant to this Agreement.
- 1.3 **"Data."** All references to "Data" will mean all of the information stored and contained in the Product. Except for the limited license granted to you in this Agreement, all Data provided by PrimePay and/or its third party or affiliate providers in all languages, formats, and media throughout the world will continue to be the exclusive copyrighted property of PrimePay and/or its third party or affiliate providers and licensors.
- 1.4 **"Licensed Features."** All references to "Licensed Features" will mean any combination of the Products, and the product's Data and Program licensed under this Agreement.
- 1.5 **"Products."** All references to "Products" will include ACA Compliance Navigator and related content and software.
- 1.6 **"Program."** All references to "Program" will mean all of the programs, control information, and related software contained in the Product(s), including those provided by PrimePay.
- 1.7 **"You," "Your," "Client" and "Licensee."** All references to "you," "your," "Client" and "Licensee" will mean you and the business entity for which you are providing Data.

2. ACA Compliance Services.

- 2.1 **Nature of Service.** The federal Patient Protection and Affordable Care Act ("ACA") imposes certain year-end reporting requirements ("ACA Reporting") on certain employers as to which, and how many, employees are considered full-time for purposes of the ACA. Compliance with these reporting obligations in turn requires payroll and other personnel and benefits data from the employer. Some of the ACA-required data may be retrieved from your or your payroll vendor's payroll system and some must be entered directly by the employer from the employer's own records. To accommodate this process and enable clients to comply and timely file IRS Forms 1094-C and 1095-C, PrimePay has provided access to an online platform that permits such data to be entered and compiled, the necessary computations made and the creation of the necessary reporting forms initiated, called the PrimePay ACA Compliance Navigator. **You understand and agree that you, the employer, must enter all Client Content necessary to properly utilize ACA Compliance Navigator and that you alone are responsible for the accuracy and completeness of such Client Content. You understand and acknowledge that PrimePay has no direct access to this data and no means of evaluating its accuracy.** By clicking "I Agree" to enter this site, you are subscribing to PrimePay's ACA Compliance Navigator and agreeing to all of the terms and conditions below in this Terms of Service and End User License Agreement. Upon timely entry of the data required by ACA Compliance Navigator and review of the data by you, you will

then be able to authorize the printing and filing of the information returns on IRS Forms 1094-C and 1095-C. You understand and agree that you are solely responsible for entering all required data within the specific time lines provided within PrimePay ACA Compliance Navigator. **Additional tax authorization forms may be required per current and ongoing IRS requirements.**

2.2 Client Authority. You certify that the person or persons that you, the Client, designate to accept this Agreement, to utilize the ACA Compliance Navigator, to input, review and evaluate Client Data (as defined below) and to resolve questions and issue instructions on behalf of Client are duly authorized to do so. You understand and agree that PrimePay is entitled to rely on such Client Data, instructions and approvals.

2.3 Client Responsibilities. You are solely responsible for the correct, accurate and timely entry of data in all fields in ACA Compliance Navigator.

Although the filing of Forms 1094-C and 1095-C is included within your subscription to ACA Compliance Navigator, You understand and agree that filing these forms is your legal obligation and not PrimePay's obligation and that in providing access to its ACA Compliance Navigator PrimePay is providing you with a license that grants you access to a tool to assist you to in managing your ACA compliance needs. This Agreement may not be construed as providing a tax service or providing you with tax, legal, business, computer consulting or financial advice. Accordingly, you agree that it is your sole duty to review, evaluate and verify all payroll, personnel, plan, cost and coverage data entry (collectively, "Client Data") as well as the preview versions of Forms 1094-C and 1095-C that ACA Compliance Navigator makes available to you. In accessing ACA Compliance Navigator, you grant to PrimePay a non-exclusive license to use, process, modify, copy (including back-up) and display your Client Data for the sole and limited purpose of delivering the ACA Compliance Navigator and its associated Licensed Features. If you see any inaccuracies or possible errors you wish to investigate and correct, you must report them to PrimePay immediately. PrimePay has no duty to review any Client Data or to question any measures taken or directions provided by you. If PrimePay has any questions as to any particular set of facts or Client directions, then you agree to obtain the answers to any such questions and PrimePay is entitled to rely on those answers. You agree to submit all required Client Data by the deadline provided in ACA Compliance Navigator.

You agree to provide an Authorization to Honor Either Electronic Funds Transfer (EFT) or Depository Transfer Checks on the electronic or paper form to be supplied by PrimePay to enable PrimePay to automatically debit your setup and Service Fees (defined in section 2.4 below) and you agree you will not revoke such authorization except following the non-renewal or other termination of this Agreement pursuant to its terms. You agree to supply such additional tax authorization, EFT authorization or other forms determined by PrimePay or required by the IRS to be necessary for PrimePay to create and file the Forms 1094-C and 1095-C on your behalf.

2.4 Service Fees. The initial one-time setup and implementation fee is based on the number of employees at the time your Data is initially loaded, and the monthly Service Fee is calculated based on the number of unique employees that have been employed by you during the previous month, or at any time during that month. This per-employee, per-month (or "PEPM") charge is as stated in PrimePay's price quote or online or written price schedule, as adjusted periodically. The Service Fee for access to ACA Compliance Navigator will be automatically debited from your designated bank account as provided and authorized by you in section 2.3 not sooner than the fifth day (or the next banking day if the fifth is a non-banking day) of each month for the entire term of this Agreement following the month in which access to ACA Compliance Navigator is first provided. You agree that the funds representing the total amount due for all applicable PrimePay services must be on deposit in your designated bank account in collectible form and in sufficient amount on the day the PrimePay EFT charge is initiated. If sufficient funds are not available upon presentation of PrimePay's EFT charge to your bank account, PrimePay may take such action, as it deems appropriate and consistent with this or any other agreement with Client.

2.5 Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS ADDENDUM, YOUR CSA OR ANY OTHER ORAL OR WRITTEN COMMUNICATION, YOU EXPRESSLY ACKNOWLEDGE THAT PRIMEPAY IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE INTERNAL REVENUE CODE, RESPECTIVELY, NOR IS PRIMEPAY A "FIDUCIARY" WITHIN THE MEANING OF SECTION 3(21) OF ERISA. PRIMEPAY SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL WITH RESPECT TO THE MANAGEMENT OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY YOU. PRIMEPAY HAS

NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF YOUR BENEFIT PLAN(S). PRIMEPAY EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE PRIMEPAY ACA COMPLIANCE NAVIGATOR, THE PRODUCTS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY OR ACCESSED THROUGH PRIMEPAY.

2.6 Records. ACA Compliance Navigator will give you an opportunity to save and/or print a copy of the returns you generate. PrimePay is not, and will not be, your record-keeper. Accordingly, you agree, to the extent you deem necessary or appropriate, to keep copies of all Client Data delivered to PrimePay and all returns or return information delivered to you by PrimePay or provided through the ACA Compliance Navigator.

2.7 Regulatory Fees. In the event that you are subjected to any form of government or regulatory fees or charges related to ACA Compliance Navigator, then such charges will be your responsibility.

2.8 Indemnity. You, the Client, shall indemnify, defend and hold PrimePay harmless from and against any and all liabilities, claims, penalties, damages, forfeitures, suits, and the costs and expenses incident thereto (including the costs and expenses of defense, settlement and reasonable attorneys' fees), arising from or alleged to have arisen from the performance of the PrimePay ACA Compliance Navigator, including any such claims, damages, costs or expenses arising from or alleged to have arisen from any actions PrimePay performs pursuant to any Client Data or any instruction, request or representation of Client, except to the extent such liability, claims, damages, costs or expenses arise from the negligence or willful misconduct of PrimePay, or any breach of this Agreement by PrimePay.

3. Grant of License and License Term.

3.1 Term. As long as (a) you comply with the terms of this Addendum, and (b) PrimePay continues to offer its clients access to ACA Compliance Navigator and further provided that you remain current in the payment of your Service Fees and any other payments owed to PrimePay, PrimePay grants you a non-exclusive, non-transferable, non-assignable, limited license to use the Products as set forth in this Agreement for your internal business needs only during the 12-month period beginning with the date on which you first accept these Terms of Service. **In the absence of termination under Section 4 below, this License will renew automatically for successive one-year periods unless either you or PrimePay gives advance written notice of non-renewal prior to the end of the initial term or any renewal term.**

3.2 Product Updates and Upgrades:

3.2.1 The software package that you may access remotely represents one version (the "**Version**") of the Product. The software that you may access as part of this Product is licensed but not sold to you. You are aware that you are licensing the use of a Version of the Product, rather than purchasing the Product outright. You further acknowledge and agree that PrimePay may cause the software templates or software system that delivers the Product to become inoperable where the Version has expired due to passage of time, failure to remunerate, or other circumstances. PrimePay reserves the right to collect data from your use of the Product, by the use of cookies or otherwise, for any lawful purpose including but not limited to determine whether you are complying with the terms of this Agreement, all in accordance with PrimePay's Privacy Policy.

3.2.2 Products are updated periodically to provide you with the most current logic. During the term of this Agreement, revised versions of the Product will automatically be made available to you

2.2.3 Upgrades: From time to time PrimePay may upgrade the Products. PrimePay has the right to determine if such upgrades will be included as part of Licensed Features.

4. Termination.

4.1 PrimePay may terminate this Agreement and your right to receive any further Licensed Features if PrimePay determines, at any time, that the provisions of this Agreement have been violated provided that PrimePay gives you written or electronic notice of such termination.

4.2 Violation of PrimePay's intellectual property rights is the basis for immediate termination of this Agreement,

which is in addition to and not in lieu of any other remedies available to PrimePay at law or in equity. In the event that this Agreement is terminated pursuant to this provision, you agree to immediately discontinue your use of all Products.

- 4.3** PrimePay may terminate this Agreement by giving advance written notice prior to the end of any calendar year if PrimePay determines for any reason that it will not offer access to ACA Compliance Navigator in the following calendar year.
- 4.4** As provided in Section 3.1 above, this License, and access to ACA Compliance Navigator, will terminate as of the last day of the initial term or any renewal term if either you or PrimePay provides advance written notice of such intent to non-renew.
- 5. Computer Equipment & Software.** You are solely responsible for selecting, purchasing, installing, and maintaining the equipment, software, and telecommunications needed to access any part of the Licensed Features.
- 6. Permitted Uses of Licensed Features.** You are entitled to access Licensed Features from PrimePay only during the term of this Agreement. You may utilize the Licensed Features for your own internal use only in the normal course of your business. This Addendum and License Agreement only provides you with access to the ACA Compliance Navigator and its associated Licensed Features. Once this Addendum and License Agreement terminate, you understand and agree that your access will terminate and you will not be able to utilize the Licensed Features, including the filing of your ACA information returns by PrimePay.
- 7. Limitations on Use.**
- 7.1** You must restrict access to the Licensed Features to your employees who require access in the performance of their employment duties. You shall: (i) not rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify or timeshare the Products or any portion thereof; (ii) not distribute, sell or otherwise transfer, in whole or in part, the Products; and (iii) not demonstrate or disclose the Products or the results of any testing or bench-marking of same to any third party without PrimePay's prior written consent. You shall immediately notify PrimePay of any compromise of any secured password of which you become aware, and shall reasonably cooperate with PrimePay to protect its rights.
- 7.2** Instructional guides and materials are provided solely to support your authorized use of the Licensed Features. Licensed Features, or any part thereof, may not be used in any manner, except as expressly permitted under this Agreement. You may not copy, modify, adapt, translate, reverse engineer, decompile, disassemble, create competitor products, or create derivative works based on the Licensed Features, or the written materials provided with or derived from the Licensed Features, without prior written consent of PrimePay and you shall not delete any proprietary designations, legal notices or other identifiers belonging to third parties from any information obtained or sent using the Licensed Features. The Product's component parts may not be separated for use on more than one computer. You shall not sell, assign, disclose, furnish, or redistribute any Licensed Features to any other person, firm, corporation, or entity.
- 7.3** While this Agreement is in effect, you may not use and/or permit any other party to use the Licensed Features for any illegal purposes.
- 7.4 Additional Responsibilities and Disclaimers:**
- 7.4.1** PrimePay cannot and does not guarantee or warrant that files available for downloading (if any) through its websites will be free of viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties.
- 7.4.2** You agree and acknowledge that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt the information you transmit over the Internet. PrimePay is not responsible for invalid destinations, transmission errors, or corruption, interception or security of your Client Data or other material transmitted in this fashion.
- 7.4.3** PrimePay does not warrant that access to its websites will be uninterrupted or error-free. You further understand and agree that delays and disruptions of other network transmissions or sites are completely beyond the control of PrimePay and that PrimePay shall not bear any liability for any such delays or disruptions.

- 7.4.4** You shall comply with all applicable local, state, national and international laws and regulations, including those related to data privacy, international communications, and exportation of technical or personal data. You represent that you are not a specifically designated individual or entity under any US embargo or otherwise the subject, either directly or indirectly (by affiliation, or any other connection with another party) of any order issued by any agency of the US Government limiting, barring, revoking or denying, in whole or in part your US export privileges. You agree to notify PrimePay if you become subject to any such order.
- 7.4.5** You shall not impersonate any person or use a false name while using the Product. You agree to obtain all required permissions if you use the Product to receive, upload, download, display, distribute, or execute software or perform other works protected by intellectual property laws including copyright, trademark, trade secret and patent laws. You agree to cooperate with PrimePay and provide requested information in connection with all security and use matters. You agree to notify PrimePay promptly if you suspect unauthorized use of PrimePay's websites or of your user ID. You remain liable for unauthorized use until you notify PrimePay.
- 7.4.6** You shall not knowingly access, store, distribute, upload, or transmit any Viruses, or any material during the course of your use of the Products that: (i) is unlawful, harmful, threatening, defamatory, libelous, obscene, infringing, harassing or racially or ethnically offensive; (ii) promotes or facilitates any unlawful activity; (iii) depicts sexually explicit images; (iv) discriminates on the basis of nationality, race, gender, color, religious belief or other characteristic protected by applicable law; or (v) causes damage or injury to any person or property.
- 7.4.7** You agree to keep adequate books and records, if any, necessary to demonstrate your compliance with this Agreement. At any time during the term of this Agreement and for a period of two years thereafter, PrimePay or its duly authorized agent may conduct an audit to verify your compliance with your obligations under this Agreement. You agree to reasonably cooperate with PrimePay in such effort and shall promptly provide the books and records required for such review, together with access to the relevant personnel of your organization that PrimePay may need to discuss your compliance with this Agreement.

7.5 Limitation of Liability:

- 7.5.1** THE PRODUCT AND LICENSED FEATURES ARE PROVIDED "AS IS" AND NEITHER PRIMEPAY NOR ANY THIRD PARTY OR AFFILIATE PROVIDER MAKES ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY LICENSED FEATURES PROVIDED, INCLUDING ITS QUALITY, ACCURACY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS, USE, AND PERFORMANCE OF THE LICENSED FEATURES. PRIMEPAY DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF, OR THE RESULTS OBTAINED WITH THE LICENSED FEATURES IN TERMS OF ACCURACY, CORRECTNESS, OR RELIABILITY.
- 7.5.2** IN NO EVENT WILL PRIMEPAY OR ITS THIRD PARTY OR AFFILIATE PROVIDERS BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF DELAYS, ERRORS, OMISSIONS, INACCURACIES, OR THE USE OR INABILITY TO USE THE LICENSED FEATURES OR DOCUMENTATION, OR FOR INTERRUPTION OF THE LICENSED FEATURES, FROM WHATEVER CAUSE. THIS WILL APPLY EVEN IF PRIMEPAY OR ITS THIRD PARTY OR AFFILIATE PROVIDERS HAVE BEEN ADVISED THAT THE POSSIBILITY OF SUCH DAMAGES EXISTS.
- 7.5.3** NEITHER PRIMEPAY NOR ANY THIRD PARTY OR AFFILIATE PROVIDER ARE RESPONSIBLE FOR ANY COSTS, INCLUDING THOSE INCURRED AS A RESULT OF LOST PROFITS OR REVENUE, LOSS OF DATA, THE COST OF RECOVERING SUCH PROGRAMS OR DATA, THE COST OF ANY SUBSTITUTE PROGRAM, CLAIMS BY THIRD PARTIES, OR FOR OTHER SIMILAR COSTS. IN NO CASE WILL PRIMEPAY'S OR ANY THIRD PARTY OR AFFILIATE PROVIDER'S LIABILITY EXCEED ONE THOUSAND (\$1,000) DOLLARS.

8. Confidentiality.

- 8.1 Confidentiality Obligations.** During this Agreement and thereafter, except as specifically provided herein

and/or to the extent reasonably necessary to perform its obligations or exercise or enforce its rights hereunder, neither party shall provide or disclose to any third party, or itself use, unless authorized in writing to do so by the other party or properly directed or ordered to do so by public authority, any information or matter that (i) constitutes or concerns the terms and conditions of this Agreement, or (ii) is provided to it by the other party hereunder or as a result hereof (collectively hereinafter referred to as "Confidential Information").

8.2 Limitation on Confidentiality. The parties will have no confidentiality obligation under Section 9.1 hereof with respect to any information or matter specified therein that (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party or anyone to whom it transmits the information; (ii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party who is not bound by a confidentiality agreement with the disclosing party or other legal or fiduciary obligation of secrecy; (iii) the receiving party can document was known to it or in its possession on a non-confidential basis prior to the date of disclosure by the disclosing party; (iv) is independently developed by the receiving party without use of, or reference to, the Confidential Information, as demonstrated by tangible evidence; or (v) is furnished by the disclosing party to others with written confirmation that such information is not confidential and may be disclosed. Any party claiming an exception to Section 8.1 hereof under this Section 8.2 will have the burden of proving the basis for the exception.

8.3 Confidentiality Standard. The parties shall follow the same procedures to insure their compliance with the requirements of Section 8.1, 8.2, and 8.3 hereof as they follow to protect their own confidential and proprietary information and matter of a similar nature (but in no case less than a reasonable standard of care).

9. Miscellaneous.

9.1 PrimePay and its third party or affiliate providers retain all rights not expressly granted to you in this Agreement. The software, material, content and related documentation in the Licensed Features are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Nothing in this Agreement constitutes a waiver of PrimePay's nor its third party or affiliate providers' rights under the applicable copyright or intellectual property laws. You agree that all inventions, improvements, derivative works, and modifications to the Products or any parts thereof made by PrimePay that are based, either in whole or in part, on your ideas, feedback, suggestions, or recommended improvements will be and remain the sole and exclusive property of PrimePay.

9.2 This Agreement constitutes the entire contract between you and PrimePay with regards to the subject matter addressed in this ACA Compliance Addendum and License Agreement. All prior agreements and all oral or collateral representations, agreements, and understandings between you and PrimePay regarding the Licensed Features are superseded by this Agreement. Licensee acknowledges and agrees that no representations have been made by PrimePay other than as expressly set forth in this Agreement and that Licensee has not relied on any representations not expressly set forth herein. Any additional or conflicting terms contained in any Licensee, proposal or other document shall be deemed to be rejected by PrimePay without need of further notice of objection, even if such document is acknowledged or accepted by PrimePay, and regardless of any statement to the contrary which may be contained therein, and shall be of no effect or in any way binding upon PrimePay.

9.3 PrimePay will not be responsible for any failure to perform its obligations due to circumstances beyond its reasonable control.

9.4 Except as expressly provided above, this Agreement, or any part thereof, cannot be changed, waived, or discharged other than by a statement in writing signed by you and PrimePay.

9.5 If a court of competent jurisdiction declares any section of this Agreement to be invalid, unlawful or unenforceable as drafted, such section will be amended and construed in a manner designed to effectuate the purposes of the section to the fullest extent permitted by law. If such section cannot be so amended and construed, it shall be severed, and the remaining sections will remain unimpaired and in full force and effect to the fullest extent permitted by law.

9.6 PrimePay may assign or transfer its rights in this Agreement. You may not sublicense, assign, or transfer your interests in this Agreement.