

Zenefits' Master Subscription Agreement

Last Modified: March 27, 2018

Hello and welcome to Zenefits! Thank you for signing up to use the Platform. The Platform is enabled via our Site and App (our App is currently available for [iOS](#) and [Android](#)). We offer various modules, features, and other services through the Platform and App on a Software-as-a-Service basis. Definitions for capitalized terms are set out in [Exhibit A](#) of this MSA.

1. Who We Are. The Zenefits group of companies is comprised of different entities, which provide different Services. These entities include (i) YourPeople, Inc., d/b/a Zenefits (ii) ManageYourPeople LLC, d/b/a Zenefits HR Services, (iii) PayYourPeople LLC, d/b/a Zenefits Payroll Services, (iv) InsureYourPeople LLC, d/b/a Zenefits Insurance Services, and (v) such other affiliates or subsidiaries of YourPeople, Inc., d/b/a Zenefits, that may provide Services from time to time.

2. A Binding Agreement. This MSA is between you and the specific Zenefits Entity providing the Services ordered. Please read this MSA carefully because it is a legally binding agreement and governs your access and use of the Services. The Effective Date of this MSA is the day you agree to this MSA or access the Services, whichever comes first. You may only access or use the Services after you agree to this MSA. If you do not agree to this MSA, you may not access or use our Services.

3. Accepting this MSA. BY CLICKING THE “I AGREE” BUTTON, COMPLETING THE REGISTRATION PROCESS, DOWNLOADING OUR APP, OR ACCESSING OR USING THE SERVICES, YOU CONFIRM TO US THAT: (I) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS MSA AND (II) YOU (AS THE INDIVIDUAL ENTERING INTO THIS MSA) HAVE THE AUTHORITY TO ENTER INTO THIS MSA ON BEHALF OF THE COMPANY OR ENTITY NAMED AS THE SUBSCRIBER.

4. Upfront Notices. (i) YOUR SUBSCRIPTION TERM(S) UNDER THIS MSA RENEW AUTOMATICALLY; (ii) THIS MSA CONTAINS AN ARBITRATION CLAUSE AND A CLASS ACTION AND JURY TRIAL WAIVER; AND (iii) BY ENTERING INTO THIS MSA, YOU ARE DESIGNATING US AS YOUR ATTORNEY-IN-FACT FOR THE LIMITED PURPOSES OF PROVIDING THE SERVICES TO YOU IN CONNECTION WITH THIRD-PARTY SERVICES AND USING YOUR SIGNATURE AS DESCRIBED IN THIS MSA.

5. Services

5.1 General. We provide the Services using a commercially reasonable level of skill and care. All the Services are governed by this MSA (including any applicable ASAs) and the applicable Service Orders.

5.2 Service Order. You will submit your Service Order(s) through the Platform or App. You will submit your first Service Order when you subscribe to the Services, and after your first Service Order you may submit additional Service Orders from time to time if you wish to order other Services, Upgrade or make changes to your subscription to the extent expressly provided in this MSA. In completing your Service Order(s), you will select the specific Services you wish to order and the subscription term and you will also provide additional information such as your details for notice requirements and Payment Information. In submitting your Service Order(s), you will also submit or confirm the quantity of Users (based on the size of your organization as well as those individuals who require access) and you will confirm the applicable Fees. Your Service Order may also include other information and terms or details specific to the Services ordered under this MSA (and any applicable ASA). All Service Orders must be accepted by Zenefits and do not become binding on Zenefits until accepted.

5.3 Additional Terms. You may have to agree to one or more of the attached ASAs before accessing or using certain offerings that are part of the Services if or when subscribed to the applicable Services. ASAs are specific to certain offerings of the Services and only apply if and when you order such relevant Services. Each ASA is solely between you and the Zenefits Entity identified in the ASA, and unless otherwise indicated in an ASA, this MSA expressly incorporates the applicable ASAs, if any. If for any reason this MSA has terms that are inconsistent with an ASA, the ASA will control with respect to the relevant Services.

5.4 Users' Acceptance of End User Terms. Your Users' access and use of the Services is conditioned upon each User's acceptance of the User Terms. You acknowledge and agree that Users who do not agree to the User Terms will not be able to access or use the Services you subscribe to.

5.5 Changes to Terms. You understand our Services are evolving; as a result, from time to time, we may make changes to this MSA, the ASAs and other applicable agreements as set forth in Section 5.5 (Changes to Terms). If you do not accept applicable changes, neither you nor your Users will be able to access or use the Services; instead, you will be required to deactivate your account and stop accessing and using our Services. By continuing to use our Services after any updated terms become effective, you are representing to us that you agree to the updates. Continued use includes continued access and use of the Services by your Users.

5.6 Changes to Services. We may update, modify or discontinue the Services (including any of its portions or features) at any time without prior notice or liability to you or anyone else. If we are discontinuing a Service in its entirety and you are subscribing to that Service, then we will (i) make reasonable efforts to notify you before we discontinue that Service, (ii) allow you reasonable time to download Hosted Content, and (iii) provide you with a pro rata refund for any unused subscription Fees for that specific Service to the extent you may have prepaid for it.

5.7 Third-Party Services & Partners. The Services may contain links to, integrate with, or provide the ability for you or Users to access Third-Party Services. Your use of or reliance on any Third-Party Services are at your own risk. We are not responsible for and we do not make any promises, endorsements, representations or warranties regarding such Third-Party Services. We may stop making any Third-Party Services available at any time with or without advance notice to you. Some Third-Party Services are provided by our partners and we sometimes receive compensation from such partners.

5.8 Compliance with Law. You will comply with applicable laws and regulations in connection with your use of the Services, including (as examples) those laws and regulations applicable to your business, your employment of individuals, and/or your transactions with service providers (e.g., applicable employment or tax related laws). You also agree that your use of the Services is meant to assist you in fulfilling your compliance requirements and it does not, in any way, guarantee or meet your compliance requirements.

5.9 No Professional Advice. Except as may be expressly provided in an applicable ASA, any information, material, or Content you may receive through the Services or in connection with the Services is for informational purposes only, and it is not financial, tax, legal, regulatory, or other professional advice.

6. **Ownership, Use Rights & Restrictions**

6.1 Ownership. Except with respect to your Provided Content and Hosted Content, as between you and us, we own all rights, title and interest in the Services and the Content.

6.2 Your Use Rights. Subject to your full and ongoing compliance with this MSA, including payment of all Fees, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right, during the applicable subscription term to access and use the Services solely as provided in each submitted and accepted Service Order for your internal business purposes. We (and our suppliers) reserve all rights not granted in this MSA.

6.3 Your Zenefits Account. You must register for a Zenefits account in order to use the Services. In registering for or opening an account, you agree to provide accurate and complete registration information and to keep such information up to date. You will take reasonable steps to prevent unauthorized use of your account and to keep your password(s) secure and confidential, including that of your Administrator(s). We encourage you to use “strong” passwords with your account (for example, passwords that use a combination of upper and lowercase letters, numbers and symbols, with a minimum of eight characters). Zenefits will not be liable for any losses caused by any unauthorized use of your account. You must notify us immediately of any breach of security or unauthorized use of your account.

6.4 Your Responsibilities. You are solely responsible for: (i) the selection of your Administrator(s); (ii) managing access to Administrator accounts; and (iii) ensuring that each Administrator’s access and use of the Services complies with this MSA and applicable law. Further, you are responsible for all activities that occur under your and your Users’ accounts and you will ensure that all Provided Content and other information (including Payment Information and Account Information) provided through or in connection with the Services is complete, accurate, and up to date.

6.5 Certain Restrictions. The use rights granted are limited and subject to the restrictions outlined in this Section. Any unauthorized use of the Services terminates all granted use rights. Any use of or access to the Services by anyone under 13 years of age is strictly prohibited. You agree that all Administrators will be at least 18 years of age. Currently, the Services are designed and directed only for use by companies and Users within the United States. Except where expressly provided otherwise in an applicable Service Order, use of or access to the Service by anyone located outside of the United States is prohibited and at your own risk. Except as expressly provided in this MSA, you will not (and will not permit Users or any third parties) to (i) sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services; (ii) frame or utilize framing techniques to enclose any of our trademarks or logos; (iii) use any metatags or other “hidden text” using our names or trademarks; (iv) modify, translate, adapt, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services; (v) use any manual or automated software, devices or other processes to “scrape” or download data from any web pages contained in the Services; (vi) access the Services in order to build a similar or competitive product or service; (vii) copy, reproduce, or distribute any part of the Services in any form or by any means; or (viii) remove or destroy any proprietary markings contained on or in the Services.

6.6 Your Conduct. You agree not to use the Services for any purpose that is prohibited by this MSA or by law. You will not (and will not permit any third party, including your Users, to): (i) provide or make available any data, information, materials, graphics, text, video, recordings, and the like, through or for the Services or (ii) take any action through the Services that: (a) infringes any third party's rights; (b) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; (c) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (d) involves commercial activities and/or sales without our prior written consent; (e) impersonates any person or entity; (f) interferes with or attempts to interfere with the proper functioning of the Services; or (g) engages in or attempts to engage in any potentially harmful acts that are directed against the Services. We may, but we are not obligated to, monitor or review your and your Users' conduct at any time. If we become aware of any possible violations of this MSA (or an ASA or User Terms), we may investigate such violations, and we may terminate this MSA and the ASA(s) in accordance with Section 14 (Termination) or we may terminate a User's access and use of the Services.

6.7 Usage Limits. Services are subject to usage limits, including, for example, limitations based on the number of Users specified in Service Order(s). The Services may not be accessed by anyone other than Users. Each User will have unique login credentials (i.e., login ID and corresponding password), which may not be shared with any other individual or User. A User's seat, however, may be reassigned to a new individual replacing one who no longer requires access to or use of the Services; in such cases, the new User will be provided with his or her own login credentials and the former User will no longer have access or use of the Services.

6.8 Equipment and Software. You are responsible for procuring all equipment and software necessary to connect and use the Services, including for example, computer(s), internet access, and a suitable mobile device for using the App if you wish to do so. You are responsible for any fees, including internet or mobile fees, that you may incur when accessing or using the Services. By providing your mobile number and using the Services, you consent to our use of your mobile number for calls and texts in order for us to perform and/or improve the Services. We will not charge for any calls or texts, but standard message charges and/or other charges from your wireless carrier may apply. You may opt out of receiving text messages from us by notifying us.

7. **Consents & Authorizations**

7.1 Users' Consents. Access to and use of the Services by your Users will require their consent and various information from them. You are responsible for obtaining all applicable information and consents from your Users. You agree that Users who do not provide the necessary information or consents will not be able to access or use the Services you subscribe to.

7.2 Consent to Use Account Information & Authorizations for Third Parties Services. You agree to provide us with all the necessary Account Information in order for us to provide the Services to you. In addition, you consent for us to take certain actions on your behalf in order for us to provide the Services to you, such as acting on your behalf to, (i) access or connect with Third-Party Services, (ii) access or retrieve your information or data from Third-Party Services, or (iii) access or manage your account with Third-Party Services. Accordingly, you designate us as your agent and attorney-in-fact (which appointment is coupled with interest) in connection with such Third-Party Services, and you authorize us to take any action in connection with such Third-Party Services, including (a) storing your Account Information; (b) accessing or connecting with the relevant Third-Party Services; (c) accessing and retrieving your data or other information from Third-Party Services; (d) opening accounts and making account changes on your behalf with Third-Party Services to provide Services to you; or (e) taking any other action necessary with Third-Party Services to provide the Services to you. You agree that Third-Party Services may rely on our use of these authorizations.

You represent and warrant that you have the required permission to give us the Account Information and to provide us with the consents set forth above without any obligations on us (including payment obligations) other than those agreed to in this MSA. You also agree that we are not responsible for your inability to use the Services or receive any benefit from the Services due to inaccurate or incomplete Account Information that you provide us with. Further, you, and not us, will be solely responsible for the consequences resulting from any instructions you provide us with and that we follow.

7.3 Authorization of Recurring ACH Debit. You authorize us and our payment processors, as applicable, to (i) store your Payment Information, and (ii) use any Payment Information you provide to us at any time to automatically debit all Fees, from the designated account, via ACH debit transaction, on the date the Fees are due based on Service Order(s) under this MSA or other applicable agreements, if any. For the avoidance of doubt, you authorize us and our payment processors to use your Payment Information to satisfy your payment obligations for Fees owed to us under any agreement you have with us for any products or services you have subscribed to even if you ordered them under different accounts. You certify you are an authorized user of the designated account or that you have permission to designate the account for payment. You agree to follow NACHA rules applicable to ACH transactions. You agree that you will not dispute scheduled transactions with your bank so long as the transactions correspond to this MSA (as updated from time to time in accordance with this MSA), an applicable ASA, Service Order or any other agreement for the Services, including any future products or offerings you chose to subscribe to. You understand that because these are electronic transactions, funds may be withdrawn from the account immediately. If an ACH debit transaction is rejected for any reason, you understand we may continue to re-process the ACH debit transaction (for the amount due and applicable cost fees as explained in this Section) after

the first ACH attempt. Further, you understand that we may also impose a fee for each declined transaction, as permitted by applicable law, and that fees for declined transactions may be in the amount of \$20.00 or higher per declined transaction.

7.4 Revocation of ACH Debit. Your authorization for us to automatically use ACH debit for payment of Fees on the due dates will remain in full force and effect until you send us written notice revoking the authorization at least 30 days prior to the next payment due date. Your revocation of ACH Debit authorization does not relieve you from your payment obligations under this MSA or other applicable agreements. If you revoke authorization for us to automatically use ACH debit for payment of Fees, then (i) all your Fees for the remaining subscription term(s), if any, will immediately be due and payable in full and (ii) you will not be able to use or access the Services for unpaid term(s).

7.5 Electronic Communications' Consent. For contractual purposes and without affecting your statutory rights, you consent to receive all communications, notices and disclosures from us electronically via the Platform; this includes tax document notices, payroll documents, and employee benefits notices (e.g., summary plan descriptions, other ERISA notices, COBRA notifications, enrollment information, and plan amendments). You also agree that all communications we provide to you electronically satisfy any legal requirement that the communications would satisfy if it were in a written hard copy, including, for example, agreements, notices or disclosures. You also authorize us to receive such communications electronically on your behalf. You may withdraw your consent to electronic communications at any time by notifying us. If you do withdraw such consent, you acknowledge that we will not be able to provide the Services to you and you will be required to deactivate your account and stop accessing or using the Services.

7.6 Electronic Signature.

7.6.1 Signature Authorization & Consent. You authorize us to use or re-use your Signature in certain cases without having to obtain your Signature each time. By using the Services (and for example, by clicking the approval or submit prompt), you consent to Zenefits (a) using your Signature on the specific Documents you authorize for Signature, (b) re-using your Signature on a Document previously authorized for Signature in the event that same Document is not materially updated or modified, or (c) repurposing your signature to sign or file Documents on your behalf (for example, benefits enrollment forms or tax documents). You represent and warrant that all Signatures will be that of an individual with the authority to bind you in such Documents. Further, by using the Services, entering into this MSA, and by voluntarily providing us with your electronic signature (i) you agree to do business with us electronically; (ii) you intend your electronic signature to be the same as your handwritten signature for the purposes of validity, enforceability, and admissibility; (iii) you agree to maintain the necessary software and equipment as provided in Section 6.8 (Equipment and Software) to access and use the Services; and (iv) and agree you may access your signed documents through the Services. The Services are provided on a software-as-a-services basis, so we only do business electronically. If you do not want to do business with us electronically or sign documents electronically, you acknowledge that we will not be able to provide Services to you and you may no longer access or use the Services; accordingly, you will be required to deactivate your account and stop accessing and using our Services. In this event, you may request a copy of your previously signed Documents and we may charge you a transactional fee of up to \$500 to retrieve those Documents for you.

7.6.2 Designation of Agent and Attorney-in-Fact. You designate us as your agent and attorney-in-fact (which appointment is coupled with interest and will be irrevocable so long as this MSA is in effect) to act on your behalf for the limited purposes, as necessary, to perform the Services, with the same legal force and effect as if you signed and filed each such Document. You may revoke your designation of Zenefits as your agent and attorney-in-fact at any time by sending us notice of your revocation; however, you acknowledge that if you do, we will not be able to provide Services to you and you may no longer access or use the Services; accordingly, you will be required to deactivate your account and stop accessing and using our Services.

8. **Content**

8.1 Required Content. You or your Users are required to provide certain data, information and/or materials to enable us to provide the Services to you and your Users (i.e., Your Content and User Content). You are also responsible for providing any notice and obtaining any consents and authorizations necessary: (i) to allow the Administrators to access, monitor, use and disclose the User Content with respect to the Services and (ii) to allow us to provide the Administrators with access to such User Content.

8.2 Responsibility for Provided Content. As between you and Zenefits, and with the exception of our confidentiality or data security obligations, you agree that you are solely responsible for all Provided Content you or your Users submit, post, communicate, provide, or otherwise make available through or for the Services.

8.3 Ownership of Your Content. As between you and us, you retain all ownership rights in Provided Content, including all Hosted Content.

8.4 License (to Zenefits). You grant us a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive and fully-sublicensable right and license (i) to use any Provided Content or Hosted Content as necessary to perform, analyze and improve the Services, and (ii) to collect, use and disclose Usage Data; and/or (iii) to use and disclose any Provided Content, Hosted Content or Usage Data for other uses identified in our Privacy Policy. You represent and warrant you have the right to grant these rights and licenses. Without such rights and licenses, you acknowledge that we will not be able to provide the Services to you or your Users and that you and your Users will no longer be able to access or use the Services; accordingly, you will be required to deactivate your account and stop accessing and using the Services.

8.5 Removal of Provided Content. Zenefits may remove any Hosted Content for any reason (or no reason), including if such Hosted Content violates this MSA or applicable law.

9. **Privacy & Data Security**

9.1 General. We will maintain commercially reasonable administrative, physical, organizational, and technical safeguards designed to prevent unauthorized use, access, processing, destruction, loss, alteration, or disclosure of any Hosted Content. We have also designed procedures so that only those with a “need to know” have access to Hosted Content.

9.2 Breach. We will promptly notify you upon becoming aware of a material incident that has actually compromised the security, confidentiality, or integrity of Hosted Content as required by applicable state and federal laws and regulations.

9.3 Transmission of Content. You are required to transmit Provided Content that you want us to host on our Platform’s systems through the Services. In the event you choose not to transmit through the Platform, you agree to transmit Provided Content via an encrypted email, in a password-protected, electronic file, or other equally secure transmission; in this case, you alone will be responsible for the security of such transmission and we will not be liable to you for any disclosures resulting from such transmission(s). You also acknowledge that we may not actually receive transmissions that you or your Users transmit or send through means other than through the Services.

10. **Confidentiality**. Each party will use reasonable care to protect any Confidential Information of the other party. Each party will use Confidential Information only to perform its obligations or exercise its rights under this MSA or applicable ASA. Neither party will disclose any Confidential Information of the other party to any third party, except to its affiliates, employees, or contractors who need-to-know (who are bound by confidentiality obligations as protective as those in this MSA), without the other party’s prior written consent. Confidential Information does not include any information that (i) is or becomes generally available to the public through no fault of the receiving party (ii); is in the possession of or was known to the receiving party without restriction prior to this MSA; (iii) is disclosed to the receiving party on a non-confidential basis by a third party who is entitled to make the disclosure; (iv) is or was independently developed by the receiving party without reference to or use of any Confidential Information disclosed under this MSA; or (v) is approved for disclosure by the disclosing party. Neither party will be restricted from disclosing the other’s Confidential Information where the party is required to make the disclosure to a government entity or where the disclosure is ordered by a court of competent jurisdiction; in this case, the party required to make the disclosure will provide the other party prior notice of the disclosure if it is reasonably feasible and legally permissible, and failure to provide such notice will not prohibit the party required to make the disclosure from making the disclosure.

11. **Feedback**. The submission of any Feedback is at your own risk and we have no obligations with respect to such Feedback. You grant to us a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services and otherwise use and exploit any Feedback in any manner, without restriction and without any compensation to you. You represent and warrant that you have all rights necessary to submit the Feedback.

12. **Fees**

12.1 Prices. Our list price for certain features or offerings of the Services can be found on the [pricing page of the Site](#). We may change our prices from time to time with or without notice; however, unless otherwise agreed to in an applicable Service Order, we will not increase the price of (and hence the Fees for) the Services you are subscribing to during your then-current subscription term. All prices are stated in US dollars.

12.2 Fees. Fees are as provided in applicable Service Order(s) and are based on the number of Users, the Services ordered, applicable flat rates, the subscription term and other costs or charges.

12.3 Increase in Number of Users. If at any point during your then-current subscription term you have a User Increase, you will be charged for the increased number of Users, prorated for the balance of the applicable subscription term, at the price for that subscription term or as agreed to in the applicable Service Order.

12.4 Decrease in the Number of Users. If the number of Users decreases during your then-current subscription term, you will not be entitled to any refunds, credits or adjustment of the Fees already paid or owed for the remainder of the committed subscription term, except as required by applicable law.

12.5 Upgrade to Higher Priced Options. If during your then-current subscription term you choose to Upgrade, you will be billed for the difference between the two pricing options, prorated for the balance of such subscription term, at our then list price or as agreed to in the applicable Service Order.

12.6 New or Additional Service Offerings. If we release new offerings and you choose to subscribe to such offering(s) during a then-current subscription term, you will be billed for such product(s) at our then list price, prorated for the balance of your subscription term or as agreed to in the applicable Service Order. Similarly, if you wish to add additional products to the Services you are subscribed to, you will be billed for such product(s) at our then list price, prorated for the balance of your subscription term or as agreed to in the applicable Service Order.

12.7 Downgrade to Lower Priced Options. If you wish to downgrade your subscription to a lower priced option prior to the end of the then-current subscription term, you will not be entitled to a refund, credit or price adjustment for any portion of the Fees already paid or owed for the remainder of the committed subscription term, except as required by applicable law. You may downgrade to lower priced options for an upcoming renewal term if any such options are available for subscription and if you give us notice prior to the renewal term as set forth in Section 12.10 (Renewal Subscriptions Fees).

12.8 Transactional Fees. We reserve the right to charge certain Fees based on specific transactions or requests made through the Services (such as for background checks, OFAC checks, data export requests, document copy requests, etc.). Such Fees will be as set forth in the applicable Service Order or in the Services.

12.9 Promotional Fees. We reserve the right to offer certain promotional rates from time to time, which may be offered solely on a one-time basis, and may apply solely to a specific subscription term or service. Any such promotional pricing is offered in our sole discretion, and we are under no obligation to offer any promotional pricing to you even if we have provided promotional pricing offers to any other customer, or to continue to offer any promotional pricing previously offered.

12.10 Renewal Subscription Fees. Unless otherwise agreed to in an applicable Service Order, the subscription Fees for renewal terms will be at our then-current list price. You agree that you are responsible for all applicable Fees, and that upon each such renewal term, your designated payment method will be automatically charged for all the monthly or annual Fees (as applicable) for the renewal subscription term on or around the Monthly Renewal Date or Annual Renewal Date, as applicable, without further authorization from you and/or without further notice by us (unless required by law). You may adjust your subscription for an upcoming renewal term if you give us notice 90 days prior to the expiration of your then-current annual subscription term or 30 days prior to the expiration of your then-current monthly subscription term that (i) you want to downgrade to then-available, lower priced options (i.e., provided any such products or Services are available for subscription) and/or that (ii) you want to decrease the number of Users; however, to decrease the number of Users, the quantity of Users in your organization or with required access to the Services must equal the number of Users you are decreasing to.

12.11 Non-cancelable & Non-Refundable. Except as stated in MSA, Services are not cancelable and Fees are not refundable.

13. **Payment Terms**

13.1 Payment. Before you access or use the Services, you agree to pay all the Fees as identified in applicable Service Order(s). Unless otherwise provided in your Service Order, all Fees, other than transactional Fees, are due in advance on the Effective Date and after such date, the Fees are due in advance on each Monthly Renewal Date or Annual Renewal Date (as applicable). Transaction Fees, if any, are due in accordance with the applicable Service Order. All Fees are quoted in, and all payments must be made in, U.S. dollars. As noted in Section 7.3 (Authorization of Recurring ACH Debit) you authorize us to automatically debit all applicable Fees, from the designated account, via ACH debit transaction on the due date. In the event of a User Increase or an Upgrade, the Fees applicable to such User Increase or Upgrade are due as of the User Increase date or Upgrade date.

13.2 Late Payment. Late payments will accrue interest of 1.5% per month or the greatest amount allowed by state law, whichever is lower. We may suspend or terminate this MSA, a Service Order, or access to and use of the Services for failure to pay Fees as they come due. Additionally, if Fees are not paid when due, you will pay us costs of collection, including reasonable attorneys' fees and expenses actually incurred.

13.3 Taxes. All payments required by this MSA exclude sales, value-added, use, or other taxes and obligations, all of which you will be responsible for and will pay in full, except for taxes based on our net income. If we have the legal obligation to pay or collect taxes for which you are responsible under this Section 13.3 (Taxes), you authorize us to automatically debit the applicable taxes,

from the designated account, via ACH debit transaction on the due date, unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority.

14. Term, Automatic Renewal & Termination

14.1 Term of the MSA. The MSA Term starts on the Effective Date and continues until all the subscription terms for the Services purchased under all Service Orders have expired or are terminated in accordance with this MSA.

14.2 Subscription Term & Start Date(s). Unless otherwise provided in an applicable Service Order, your initial subscription term is 12 months. The Subscription Start Date of all initial subscription terms begin on the Effective Date of this MSA. Subscription Start Date(s) for renewal terms are on the applicable Monthly Renewal Date or Annual Renewal Date.

14.3 Automatic Renewal. Unless otherwise specified in an applicable Service Order, all subscription terms automatically renew as follows: a monthly subscription term will automatically renew for additional, successive 1 month increments on your Monthly Renewal Date, unless you inform us, or we inform you, of non-renewal at least 30 days prior to your Monthly Renewal Date. Annual or multi-year subscription terms will automatically renew for additional, successive 12 month increments on your Annual Renewal Date, unless you inform us, or we inform you, of non-renewal at least 90 days prior to your Annual Renewal Date.

14.4 Termination.

14.4.1 For Material Breach. Either party will have the right to terminate this MSA, including ASAs, or the applicable Service Order, upon written notice, if the other party materially breaches this MSA and fails to cure such breach within 30 days after receipt of such written notice. This 30-day cure period will not apply in the case of your failure to pay Fees as they become due.

14.4.2 Insolvency. Either party may terminate this MSA if: (i) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (ii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within 60 days of filing.

14.4.3 Restricted Businesses. If at any time Zenefits determines, in its sole discretion, that your business is a Restricted Business, we may terminate your and your Users' access to and use of the Services immediately with or without notice. You agree that Zenefits will not be liable to you for any such termination.

14.4.4 Effect of Termination. Upon the effective date of termination of this MSA for any reason: (i) your right to access or use the Services will terminate immediately; (ii) we will cease providing the Services and we will deactivate or delete your account, and all associated materials, including Provided Content and Hosted Content, subject to our obligation to work with you to exporting Hosted Content under Section 14.5 (Data Removal); (iii) any and all your payment obligations under this MSA will become due immediately; (iv) within 30 days from the effective date of this MSA's termination, if a party provides written notice to the other requesting return of such party's Confidential Information, the receiving party will destroy (evidenced by a certificate of destruction) or return the tangible embodiments of the requesting party's Confidential Information in its possession and shall not retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement. All ASAs will terminate immediately upon termination of this MSA.

14.5 Data Removal. Upon your written request within 30 days after the effective date of termination of this MSA, we will make Hosted Content available to you for export or download. If legally permissible, after the export or after the expiration of such 30-day period, we will have no obligation to maintain or provide any Provided Content or Hosted Content. We may be required to maintain certain Provided Content or to maintain or continue hosting some of you Hosted Content to comply with applicable law or our data retention policies.

14.6 Survival. All provisions of this MSA which by their nature should survive, will survive termination of this MSA, including without limitation, 6.1, 6.4, 6.5, 6.6, 7.5, 8.3, 8.4, 10, 11, 14.4, 14.5, 14.6, 15, 16, 17, 18, and 19.

15. Indemnification

15.1 By You. You will, at your own expense, indemnify and hold Zenefits Parties harmless against all losses, costs and expenses arising out of a third party Claim against us to the extent it arises out of: (i) your Users' unauthorized use of or access to the Services; (ii) your (or your Users') violation of any third-party right, including intellectual property rights; (iii) your (or your Users') violation of any applicable law, rule or regulation; (iv) Provided Content; (v) your (or your Users') gross negligence or willful misconduct; (vi) any other party's access to and use of the Services (or access and use of any Third-Party Services via the Services) with your (or your Users') unique credentials; or (vi) your failure to pay any sales, value-added, use, or other taxes.

15.2 By Zenefits. We will, at our own expense, defend or at our option settle any Claim brought against you to the extent it alleges that your use of the Service (excluding Third-Party Services or Provided Content) in accordance with this MSA infringes any third party's intellectual property rights. We will have no obligation with respect to any such Claim based upon: (i) modification of the Services by anyone other than us; (ii) combination of the Services with any third party software or hardware where such combination is the cause of such infringement; (iii) use of a version of the Services other than the then-current version if infringement would have been avoided by the use of the then-current version; or (iv) any Claim for which you are required to indemnify us. If such a Claim is made or likely to be made, we may at our sole option and expense: (a) obtain for you the right to continue using the Services, (b) modify the Services to make them non-infringing, or (c) if these options are not feasible on commercially reasonable terms, we may immediately terminate of this MSA (applicable ASAs) or a Service Order in whole or in part, and refund you a prorated portion of any subscription Fees paid in advance for any Service not provided as a result of such termination. This states Zenefits' entire responsibility and your sole and exclusive remedy for infringement claims.

15.3 Procedure & Settlements. You and Zenefits agree that these indemnification obligations are subject to the indemnitor providing the indemnitee with: (i) prompt written notice of such Claim; (ii) sole control over the defense and settlement of such Claim; and (iii) available information and assistance, at indemnitor's expense, to settle and/or defend any such Claim; provided, however, that the failure to give such notice shall not relieve the indemnitor's indemnifying obligations unless the indemnitor's was actually prejudiced by such failure. The indemnitor may not, without the prior written consent of the indemnitee (which shall not be unreasonably withheld, conditioned, or delayed), settle any Claim subject to indemnification that provides for any admission of the indemnitee's guilt, grants any license under any of indemnitee's intellectual property rights, or binds the indemnitee to any ongoing obligation other than the payment of money for which the indemnitor is obligated to pay.

16. Disclaimer of Warranties and Conditions. THERE ARE CERTAIN THINGS THAT WE DON'T PROMISE ABOUT THE SERVICES. OTHER THAN AS EXPRESSLY PROVIDED IN THIS MSA OR ASAS, ZENEFITS PARTIES DO NOT MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES. ADDITIONALLY, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THE SERVICES' RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS, INCLUDING YOUR COMPLIANCE REQUIREMENTS. WE PROVIDE THE SERVICES "AS IS" AND FOR YOUR USE AT YOUR OWN RISK. TO THE EXTENT WE ARE PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS IMPLIED, OR STATUTORY, INCLUDING ALL THE WARRANTIES LISTED ABOVE, AND ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, ACCURACY, AND QUIET ENJOYMENT. THE DEMO FEATURES AND TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND ARE WITHOUT ANY WARRANTY OF ANY KIND.

17. Limitation of Liability

17.1 Disclaimer of Certain Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ZENEFITS PARTIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA (INCLUDING PROVIDED CONTENT OR HOSTED CONTENT), USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, WHETHER OR NOT WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM OR RELATING TO THE SERVICES (INCLUDING YOUR AND YOUR USERS' USE OF THE SERVICES), THIS MSA OR ASAS, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER THEORY OF LIABILITY.

17.2 Limitations of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE ZENEFITS PARTIES TO YOU OR YOUR USERS REGARDING THIS MSA (INCLUDING ASAS OR SERVICE ORDERS) OR THE SERVICES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT YOU PAID ZENEFITS, IF ANY, IN THE 12 MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM.

17.3 Exclusions. THE LIMITATIONS OF LIABILITY ABOVE APPLY TO THE FULLEST EXTENT ALLOWED BY LAW AND WILL NOT APPLY TO LIABILITY OF A ZENEFITS PARTY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY A ZENEFITS PARTY'S NEGLIGENCE OR (II) ANY INJURY CAUSED BY A ZENEFITS PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

17.4 Basis of Bargain. THE LIMITATIONS OF LIABILITY ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ZENEFITS AND YOU.

18. Arbitration & Dispute Resolution. PLEASE READ THE FOLLOWING ARBITRATION CLAUSE CAREFULLY AS IT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

18.1 Mandatory Arbitration. You agree that any dispute or claim arising out of or relating in any way to this MSA, the Services or to any aspect of your relationship with us will be resolved by binding arbitration, rather than in court, except that (i) you may assert claims in small claims court if your claims qualify and (ii) you or Zenefits may seek equitable relief in court for infringement or other misuse of intellectual property rights. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent: The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801. The arbitration will be conducted by a single neutral, JAMS (an established alternative dispute resolution provider) arbitrator. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, will be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims will be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. The arbitration will be conducted San Francisco, California. The arbitration will decide the rights and liabilities, if any, of you and us. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

18.2 Waiver of Jury Trial. YOU AND ZENEFITS BOTH WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Zenefits are instead electing that all claims and disputes be resolved by arbitration, except as specified in Section 18.1(Mandatory Arbitration). An arbitrator can award on an individual basis the same damages and relief as a court and must follow this MSA as a court would. However, there is no judge or jury in arbitration, and a court's ability to review an arbitration award is very limited.

18.3 Waiver of Class or Other Non-Individualized Relief. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION CLAUSE MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this Section's limitations as to a given claim for relief, then the claim must be severed from the arbitration and brought into state courts located in San Francisco County, California or the federal courts of the United States in the Northern District of California. All other claims will be arbitrated.

18.4 Severability of Arbitration. Except as provided in Section 18.3 (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Section are found under the law to be invalid or unenforceable, then such specific part or parts will be of no force and effect and will be severed and the remainder of this Section will continue in full force and effect.

19. General Provisions

19.1 Marketing. You agree that we will be able to use your name and logo to refer to you as a customer in our marketing materials and on our website provided we get your prior approval.

19.2 Assignment. This MSA, and your rights and obligations under this MSA may not be assigned or otherwise transferred by you without Zenefits' prior written consent. We may assign this MSA as part of a corporate reorganization, upon a change of control, consolidation, merger, or sale of all or substantially all of its assets related to this MSA or for commercial purposes. Any attempted assignment or transfer without required consent will be null and void.

19.3 Force Majeure. Except for payment obligations, neither party will be liable for any delay or failure to perform resulting from causes outside its reasonable control.

19.4 Notice. We will provide notice(s) to you via the Services and/or the email address you have provided to us. Sending notices to the last e-mail address you have provided to us will satisfy our notice requirements to you under this MSA and such notices will be effective as of the date sent. You may give us notice by visiting our [notices' page](#) and submitting the applicable notice (or request) and such notices will be effective as of the date submitted and confirmed by the Services.

19.5 Waiver; Severability. Any waiver or failure to enforce any provision of this MSA on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any part of this MSA is held invalid or unenforceable, that part will be modified to reflect the original intention of the parties, and the other parts will remain in full force and effect.

19.6 Export. You may not use, export, import, or transfer the Services except as authorized by U.S. law, and any other applicable laws.

19.7 Entire Agreement. This MSA (including all applicable ASAs, exhibits and addenda) and the individual Service Order(s) are incorporated in this MSA and form a single integrated agreement between you and us. This MSA expressly overrides and supersedes all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, including the Terms of Use and the User Terms with respect to your access or use of the Services. In the event of any conflict in the documents which constitute this MSA, the order of precedence will be (i) this MSA; (ii) the ASAs, (iii) the Service Order(s), and (iv) any other schedules, exhibits and other documents referenced and incorporated herein and therein.

19.8 Modifications. We may revise this MSA and any ASAs from time to time by making the modified version available through the Services at least thirty (30) business days prior to the effective date of the modifications being made. If, in our sole and reasonable discretion, the modifications being proposed are material, we will notify you of such proposed modifications via email to the email address associated with your account. By continuing to access or use the Services after the posted effective date of modifications to this MSA or the applicable ASAs, you agree to be bound by such modifications.

19.9 Headings. Section titles in this MSA are for convenience only.

19.10 Independent Contractors. Your relationship to us is that of an independent contractor, and neither party to this MSA are an agent or partner of the other party.

© 2018, YourPeople, Inc., d/b/a Zenefits. All rights reserved.

Exhibit A to MSA Definitions

The following definitions apply to terms used in the MSA, applicable addenda, if any, between you and us and the Service Order(s) you submit to us.

“**Account Information**” means all the collective information (such as Signatures, data, passwords, usernames, PINs, materials, and content), necessary for us to, for example, access, connect with or manage your account with Third-Party Services.

“**Additional Services Addendum**” (“**ASA**”) means terms and conditions that apply to a specific feature or offering of the Services and that are in addition to the terms and conditions of this MSA.

“**Administrator(s)**” means the individual(s) you name as administrator(s) to oversee the provision of the Services to your Users (as defined below) and that you authorize to make decisions on your behalf as it relates to (i) the Services and (ii) your Users’ access to and use of the Services. Such Administrators also have the ability to access, monitor, use, modify, export and disclose User Content and to specify permissions for the Users.

“**Annual Renewal Date**” means the day following the expiration of your subscription term (e.g., if your annual subscription starts on January 1, your annual subscription expires on December 31, and your Annual Renewal Date is January 1 of the following year; if you have a multi-year subscription, your Annual Renewal Date is the date following the expiration of such subscription term), each annual anniversary date is referred to as an “Annual Renewal Date”.

“**App**” means the Zenefits mobile application.

“**Automated Clearing House**” (“**ACH**”) means the electronic clearing and settlement system used for financial transactions by US commercial banks and other institutions.

“**Claim**” means any claims or allegations.

“**Confidential Information**” means any information of a party that should reasonably be understood to be confidential given the circumstances surrounding its disclosure.

“**Content**” means all information, data, text, software, images, graphics, audio, video, messages, and/or other materials included in the Services.

“**Document**” means a document providing your consent, or a filed document or a document for filing, a form, or other documents required as part of the Services to you and/or your Users (i.e., in your and/or your Users’ use of the Services).

“**Effective Date**” means the date the MSA takes effect as set forth in Section 2.

“**End User Terms of Use**” or “**User Terms**” means the terms and conditions that govern Users’ respective access and use of the Services located here: [End User Terms of Use](#). Such User Terms are different than this MSA (which applies to the subscribing company or entity).

“**Feedback**” means any ideas, proposals, and/or suggestions you may choose to provide to us. Feedback is not your Confidential Information, it is not your proprietary information nor your intellectual property and it is not Provided Content.

“**Fees**” means all the fees in the amounts and as specified in any applicable Service Order, including, for example, fees for implementation of the Services, transactional fees, subscription fees for all the Services identified on any applicable Service Order, and any applicable support fees.

“**Hosted Content**” means the Provided Content we host on our Platform’s active systems for the provision of the Services to you and your Users.

“**Monthly Renewal Date**” means the monthly anniversary date of your monthly Subscription Start Date (e.g., if your monthly subscription starts on January 1, your monthly subscription expires on January 31, and your Monthly Renewal Date is February 1), each monthly anniversary date is referred to as a “Monthly Renewal Date.”

“**MSA**” means this Master Subscription Agreement.

“**MSA Term**” means the period during which the MSA is in effect.

“**National Automated Clearinghouse Association**” (“**NACHA**”) means the non-profit trade, membership association that develops operating rules and business practices for the ACH system.

“**Payment Information**” means collectively your designated bank or credit card account information and your other payment related information.

“**Platform**” means the Zenefits platform.

“**Provided Content**” means Your Content and User Content collectively.

“**Restricted Business**” means those certain entities or individuals to whom we may not or will not provide the Services to as a matter of policy, risk, contractual obligations, regulation, or law.

“**Services**” means the services we offer (which include the various modules, features, and other services offered through the Platform and App on a Software-as-a-Services basis) together with the Platform and App.

“**Service Order(s)**” means an order(s) for the Services, which you submit through the Services, specifying, among other things, the applicable features and scope of the Services ordered, Fees, subscription term, quantities (i.e., Users), other applicable subscription plan limits, and any other applicable terms and conditions, which upon our acceptance, are incorporated into and governed by this MSA.

“**Signature**” means your physical or electronic signature, your consent or your confirmation in connection with the Services (i.e., in your and/or your respective Users’ use of the Services).

“**Site**” means our website: <https://www.zenefits.com/>.

“**Subscription Start Date**” means the date your subscription starts.

“**Terms of Use**” means the Site’s Terms of Use Agreement available at [Site's Terms of Use](#).

“**Third-Party Services**” means materials or services that are owned or controlled by third-parties, and not by Zenefits, and which are governed by the respective agreements and policies of the applicable third party.

“**Upgrade**” means subscribing to or ordering a higher priced option to that of your then-current subscription.

“**Usage Data**” means aggregated and anonymized data about the use of the Services by you and your Users.

“**User**” means an individual who you have authorized to access and use a Service, for whom you have purchased a subscription and to whom you (or, when applicable, we, at your request) have provided login credentials. Users include all your Administrators, employees and may also include, for example, your former employees who require continued access to and use of the Services for a particular time period, your consultants, contractors, agents, and third parties with which you transact business.

“**User Content**” means the data, information, images, recordings (audio or video) and/or materials your Users provide (or that is provided on the Users’ behalf) for our provision of the Services to you and/or your Users, which may include names, contact information, Social Security numbers, compensation information, and other sensitive, proprietary, personal, or identifying information. User Content does not include data related to User and obtained from sources other than you or the User.

“**User Increase**” means an increase in the number of your Users.

“**You**” means the legal entity (e.g., the company) registered as the subscriber to the Services.

“**Your Content**” means the data, information images, recordings (audio or video) and/or materials you provide for our provision of the Services to you and/or your Users, which may include names, contact information, Social Security numbers, compensation information, and other sensitive, proprietary, personal, or identifying information. Your Content does not include data related to you and obtained from sources other than you or your Users.

“**We**” (and “**our**” or “**us**”) means the Zenefits Entity that provides the Services you subscribe to.

“**Zenefits**” means all Zenefits Entities, together.

“**Zenefits Entity**” means each of the Zenefits entities as set forth in Section 1.

“**Zenefits Parties**” means Zenefits, its parents, affiliates, related companies, and each of their officers, directors, employees, agents, representatives, partners, and licensors.

© 2018, YourPeople, Inc., d/b/a Zenefits. All rights reserved.

IMPLEMENTATION ASA to MSA

Last Modified: March 27, 2018

THE TERMS IN THIS IMPLEMENTATION ASA ONLY APPLY TO YOU IF YOU HAVE ORDERED IMPLEMENTATION SERVICES

If you have subscribed to implementation services (“**Implementation Services**”), this implementation ASA (“**Implementation ASA**”) applies to your access and use of such Services. This Implementation ASA is between you and ManageYourPeople LLC, d/b/a Zenefits HR Services (for the purposes of this Implementation ASA, “**we**”, “**our**” or “**us**”), and it is effective as of the day you submit your Service Order for Implementation Services. This Implementation ASA is incorporated by reference into and governed by the MSA entered into by and between you and Zenefits. If you do not agree to this Implementation ASA, you may not access or use (and we will not provide) the Implementation Services. In the event of a conflict between the provisions contained in the MSA and those contained in this Implementation ASA, this Implementation ASA will control solely with respect to the Implementation Services. Capitalized terms not defined in this Implementation ASA have the meanings given to them in the MSA.

1. Acceptance of this Implementation ASA. BY CLICKING “**I AGREE**,” SUBSCRIBING TO THE IMPLEMENTATION SERVICES (I.E., SUBMITTING A SERVICE ORDER FOR SUCH IMPLEMENTATION SERVICES), AND/OR BY ACCESSING OR USING THE ANY OF THE IMPLEMENTATION SERVICES, YOU CONFIRM TO US THAT: (I) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS IMPLEMENTATION ASA AND (II) YOU (AS THE INDIVIDUAL ENTERING INTO THIS IMPLEMENTATION ASA) HAVE THE AUTHORITY TO ENTER INTO THIS IMPLEMENTATION ASA ON BEHALF OF THE SUBSCRIBER.

2. Scope of Implementation Services

We agree to provide the Implementation Services in a professional and workmanlike manner consistent with industry standards. Upon payment in full of the applicable Fees for such Implementation Services as provided in the relevant Service Order(s), we will provide the following:

- **Project Kick Off Call.** Promptly after you (i) submit your Service Order for Implementation Services and accept this Implementation ASA as set forth above, we will reach out to you to schedule and participate in a telephonic meeting. The purpose of this telephonic meeting is to discuss your use of the Implementation Services (“**Project Kick Off Call**”), so that we may provide the Implementation Services to you. You agree to provide us with all necessary or reasonably requested data, information, materials documents, etc. (all Your Content as defined in the MSA). Without liability to you or anyone else, we may postpone the Project Kick Off Call and the Implementation Services until we receive all such data, information, materials, documents, etc.
- **Dedicated Implementation Manager.** At your request, provided you meet certain qualifications as determined by us in our sole discretion, we will assign to you a single point of contact (“**Implementation Manager**”) for a period of up to 30 days from the day of your Project Kick Off Call so that such point of contact may coordinate and supervise the Implementation Services and address any questions you might have. To request your Implementation Manager assignment, please reach out to your Zenefits representative or contact our [Customer Care team](#).
- **Training.** Part of our Implementation Services includes (i) training with respect to the Platform (i.e., training to help orient you with the elements of the Services you subscribed to), (ii) access to our library of training materials, (iii) participation in a one time, 1 hour session to take place at a mutually agreeable time, during our standard hours of operation (currently are from 6:00 am to 5:00 pm Pacific Time, excluding weekends and holidays) to be conducted with you (i.e., your Administrator(s) remotely, telephonically or via screen-share. To request your training session, please contact your Zenefits Implementation Manager.
- **Initial Data Ingestion and Platform Configuration Support.** We will work with you (i.e., your Administrator(s) to import Provided Content and to configure the Services based on your instructions within the then-current capabilities, features and offerings of the Services you have subscribed to. In doing so, we will help identify and suggest certain features, such as onboarding documents (e.g. offer letters, employee agreements, and other such materials), time-off policies, business intelligence reports, and the like, in connection with your subscription. Our data ingestion assistance and Platform configuration support does not include uploading of photos, manual data entry (e.g., hand entering) from paper files or PDF documents, setting up the onboarding/off-boarding checklists, importing historical User Content, importing time-off data prior to the

current calendar year, or importing benefit data in excess of 1 year prior to the Project Kick Off Call and does not include the importing data for any past employees, contractors, or consultants.

○ **Your Responsibilities:**

- Obtaining all applicable information and consents from your Users with respect to the performance of such Implementation Services.
- Making Provided Content available for import in Excel or CSV files only.
- Not transmitting any Provided Content from outside the United States.
- Reasonably cooperating with us in relation to the Implementation Services, including for example prompt responses to inquiries and invitations. If we reasonably determine, in our discretion, that you have not so cooperated (e.g., failing to respond to multiple communications regarding Implementation Services) we reserve the right to deem the Implementation Services fully performed without any liability to you or anyone else.

The Implementation Services are dependent on you fulfilling your responsibilities above. In addition to our other rights, we may postpone, suspend or terminate the Implementation Services without liability to you or anyone else in the event of your failure to fulfill such responsibilities.

3. Calculation of Implementation Fee

Pricing for the Implementation Services (the “**Implementation Fee**”) is based on (i) the Services to which you subscribe and (ii) the number of Users at the time we perform the Implementation Services under this Implementation ASA and applicable Service Order(s).

4. Pricing

The Implementation Fee will be expressly set out in the applicable Service Order(s).

5. Payment Terms

Implementation Fees are due and payable in full immediately upon submission of the Service Order for Implementation Services. All Implementation Fees are non-cancelable and non-refundable, except as expressly set forth in the MSA and/or required by applicable law.

In the event the number of Users at the time we perform the Implementation Services exceeds the number of Users set out in the applicable Service Order, you agree to pay the difference in the Implementation Fee immediately upon our commencement of Implementation Services. In the event the number of Users at the time we perform the Implementation Services is less than the number of Users set out in the applicable Service Order, you will not be entitled to any refunds or credits.

If your payment for Implementation Fees is delinquent in any way, we may choose to suspend implementation services and/or your or your User’s access or use of the Services.

Your payment obligations to us with respect to any Services provided by Zenefits before expiration or termination of this Implementation ASA will survive any expiration or termination of this Implementation ASA, MSA or applicable Service Order.

ADVISORY SERVICES ASA TO MSA

Last Modified: March 27, 2018

THE TERMS IN THIS ADVISORY SERVICES ASA ONLY APPLY TO YOU IF YOU HAVE SUBSCRIBED TO ADVISORY SERVICES

If you have subscribed to the HR advisory Services (“**HR Advisory Services**”), payroll advisory Services (“**Payroll Advisory Services**”), or ultimate advisory services, which includes both HR Advisory Services and Payroll Advisory Services (“**Ultimate Advisory Services**”) (collectively all such advisory Services are referred to as “**Advisory Services**”), this Advisory Services ASA (“**Advisory ASA**”) applies to your access and use of such Services. This Advisory ASA is between you and ManageYourPeople LLC, d/b/a Zenefits HR Services (for purposes of this Advisory ASA, “**we**”, “**our**” or “**us**”), and it is effective as of the earlier of the day you submit the Service Order for any of the Advisory Services and the day you first access such Advisory Services. This Advisory ASA is incorporated by reference into and governed by the MSA between you and Zenefits. If you do not agree to this Advisory ASA, you may not access or use the Advisory Services. In the event of a conflict between the provisions in the MSA and those in this Advisory ASA, this Advisory ASA will control solely with respect to the Advisory Services. Capitalized terms not defined in this ASA have the meanings given to them in the MSA.

- 1. Acceptance of this Advisory ASA.** BY CLICKING “**I AGREE**,” SUBSCRIBING TO ANY OF THE ADVISORY SERVICES (I.E., SUBMITTING A SERVICE ORDER FOR SUCH ADVISORY SERVICES), AND/OR BY ACCESSING OR USING THE ANY OF THE ADVISORY SERVICES, YOU CONFIRM TO US THAT: (I) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS ADVISORY ASA AND (II) YOU (AS THE INDIVIDUAL ENTERING INTO THIS ADVISORY ASA) HAVE THE AUTHORITY TO ENTER INTO THIS ADVISORY ASA ON BEHALF OF THE SUBSCRIBER.
- 2. Scope of Advisory Services.** The Advisory Services are provided and administered by us. These Advisory Services are available to full company Administrators, payroll Administrators, human resources Administrators, and benefits Administrators. The Advisory Services offerings are as set forth at: [HR Advisory Services](#), [Payroll Advisory Services](#), and [Ultimate Advisory Services](#).

Prices for the Advisory Services are as set forth at the [Site’s pricing page](#). The Advisory Services include advice and guidance from professionals experienced in human resources and/or payroll matters, via phone and email, during our standard hours of operation (currently are from 6:00 am to 5:00 pm Pacific Time, excluding weekends and holidays).

We agree to provide these Advisory Services in a professional and workmanlike manner consistent with industry standards and by individuals with the requisite knowledge, skills and experience, subject to the balance of this paragraph.

THOUGH THE ADVISORY SERVICES MAY PROVIDE INFORMATION OR MATERIALS ON HUMAN RESOURCES OR PAYROLL MATTERS, THE ADVISORY SERVICES DO NOT SUBSTITUTE LEGAL ADVICE FROM A LICENSED ATTORNEY OR TAX ADVICE FROM A LICENSED TAX PROFESSIONAL. FOR THE AVOIDANCE OF DOUBT, WE ARE NOT ATTORNEYS OR CERTIFIED TAX ACCOUNTANTS, SO ANY INFORMATION OR MATERIALS YOU RECEIVE THROUGH THESE ADVISORY SERVICES DO NOT REPRESENT LEGAL OR TAX ADVICE.

- 3. Third-Party Services.** Subscriptions to HR Advisory Services and Ultimate Advisory Services also include access to Third-Party Services included in our human resources library, which such Third-Party Services include content and tools covering a broad range of human resources and employment topics.

BENEFITS ADMINISTRATION ASA TO MSA

Last Modified: March 27, 2018

THE TERMS IN THIS BENEFIT ADMINISTRATION ASA ONLY APPLY TO YOU IF YOU HAVE SUBSCRIBED TO BENEFIT SERVICES

If you have subscribed to the benefits administration services (“**Benefits Services**”), this benefits administration ASA (“**Benefits Administration ASA**”) applies to your access and use of such Services. This Benefits Administration ASA is between you and InsureYourPeople LLC, d/b/a Zenefits Insurance Services (for the purposes of this Benefits Administration ASA, “**we**”, “**our**” or “**us**”), and it is effective as of the earlier of the day you submit the Service Order for Benefits Services and the day you first access the Benefits Services. This Benefits Administration ASA is incorporated by reference into and governed by the MSA between you and Zenefits. If you do not agree to this Benefits Administration ASA, you may not access or use the Benefits Services. In the event of a conflict between the provisions in the MSA and those in this Benefits Administration ASA, this Benefits Administration ASA will control solely with respect to the Benefits Services. Capitalized terms not defined in this Benefits Administration ASA have the meanings given to them in the MSA, all other definitions for capitalized terms are set forth in Exhibit 1 of this ASA.

1. Acceptance of this Benefits Administration ASA. BY CLICKING “**I AGREE**,” SUBSCRIBING TO THE BENEFITS SERVICES (I.E., SUBMITTING A SERVICE ORDER FOR SUCH BENEFITS SERVICES), AND/OR BY ACCESSING OR USING THE BENEFITS SERVICES, YOU CONFIRM TO US THAT: (I) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS BENEFITS ADMINISTRATION ASA AND (II) YOU (AS THE INDIVIDUAL ENTERING INTO THIS BENEFITS ADMINISTRATION ASA) HAVE THE AUTHORITY TO ENTER INTO THIS BENEFITS ADMINISTRATION ASA ON BEHALF OF THE SUBSCRIBER.

2. Scope of Benefits Services. The Benefits Services are provided and administered by us. Your election of the offerings and/or Benefits under the Benefits Services will be set forth in the applicable Service Order(s). Underpricing for the Benefits Services are set forth at the [Site’s pricing page](#). The Benefits Services may include the following Benefits:

Benefits Services’ Sample Benefits Options:

Group Health Plan Fulfillment

Tasks

Form Automation

Electronic Data Interchange

Flexible Spending Account (Health and Dependent Care)

Health Savings Account

Commuter Reimbursement Account

Health Reimbursement Account*

COBRA*

* Only subscribers using a Zenefits Certified Broker Partner may elect these specific Benefits under the Benefits Services (see [Zenefits Certified Broker Partner](#)).

The Benefits Services do not include any other benefit or term or condition of employment that may be available to a User by you. Also, Benefits only apply as of the effective date of your subscription to these specific Benefits Services (and do not, for example, apply to any claims incurred or matters arising prior to such date). The effective date of your subscription to Benefits Services may differ from your Subscription Start Date for other Services if you have add Benefits Services after the Subscription Start Date of a subscription term.

4. Our Responsibilities and Benefits Services. We agree to use the non-fiduciary standard of care (applicable to the particular, Benefit(s) you elected) in the third party administrative services industry in the performance of our duties under this Benefits Administration ASA. The Benefits Services include your access to Benefit(s)-related matters, including online enrollment for Users, electronic distribution of certain notices, and online access to certain claim status information. To the extent we have ready access to relevant information, we may also assist you, upon your request, in preparing your (i.e., Employer’s) Form 5500, other required tax filings, governmental reports or required disclosures under Applicable Law with respect to elected Benefit(s); provided, however, that THE BENEFITS SERVICES WILL NOT RELIEVE YOU FROM (AND YOU WILL BE SOLELY RESPONSIBLE FOR) COMPLYING WITH APPLICABLE LAW WITH RESPECT TO SUCH MATTERS.

- A. Customer Support.** We agree to make available, to Enrolled Employee Users and their beneficiaries, certain customer support provided during our standard hours of operation (currently are from 6:00 am to 5:00 pm Pacific Time, excluding weekends and holidays), for the purpose of answering general and routine questions regarding the elected Benefit(s) and the Benefits Services.
- B. Claims.** We will assist with the processing of certain approved claims for your elected Benefit(s), provided we receive all necessary information to process the claim. If you elected Commuter Reimbursement Account Benefits, Flexible Spending Account Services, or Health Reimbursement Account Services, we will process claims subject to Applicable Law. For any other Benefit(s) you elected, we are not responsible for determining the validity of any claim or the identity of a claimant, and we will rely on information you, the User and/or the claimant has provided to us. We will pay approved claims promptly and within the timeframes applicable to the particular Benefit.
- C. Books and Records.** We will retain customary records (in electronic format) that relate to the elected Benefit(s) and the Users and User's beneficiaries consistent with Applicable Law. Subject to the MSA, this Benefits Administration ASA (including the Business Associate Addendum attached as Exhibit 2), we agree to provide you reasonable access to inspect such books and records via the Services. You may request copies of applicable documents as provided in the MSA.
- D. COBRA.** If you elected COBRA in a Service Order, we will provide eligibility notifications, election notices, notices of termination of coverage and, when applicable, notices that COBRA coverage must be administered directly by the insurance carrier. We will provide notification of the right to elect continuation coverage under the Plan to individuals who you have identified as Qualified Beneficiaries (as defined in 26 CFR 54.4980B-3, Q/A-1 (a)(1)), who have experienced a Qualifying Event, as determined by you in accordance with 26 CFR 54.4980B-4. Unless you otherwise notified us via the Services, we will be entitled to conclusively presume that a Qualified Beneficiary's eligibility for continuation of coverage under the Plan has not terminated by reason of coverage under another group health plan. We will determine the applicable COBRA premium for each Qualified Beneficiary. To the extent that the Plan is subject to health care continuation of coverage requirements under applicable state law and you have elected the COBRA Benefits, we will provide the applicable notifications regarding the right to elect such state-required health care continuation of coverage and other required notifications, unless Applicable Law requires the carrier or insurer to furnish such notification.

5. Reporting. We agree to make available, via the Services, periodic Eligibility Reports. You are responsible for promptly reviewing each Eligibility Report and notifying us, within 30 days of the date we issue the Eligibility Report, of any incomplete or inaccurate information or any discrepancies reflected in the same. If we do not receive notice within that applicable time period, we may conclusively determine that an Eligibility Report is accurate in all respects. We will also make periodic Master Reports available to you.

We will also make periodic reports available to Enrolled Employee Users (as applicable and depending on the Benefit(s) you elected) reflecting account information and transaction history.

To extent we make reports available to you or Users, we will make them available via the Services in electronic format.

If any governmental agency or court imposes a reporting or disclosure obligation on us with respect to any Benefit you elected or with respect to the Benefits Services, you agree to cooperate with us in collecting, analyzing and preparing the relevant information required for us to meet such obligation. We reserve the right to disclose your failure to cooperate to the relevant governmental agency or court.

6. We are not a Fiduciary. YOU ACKNOWLEDGE AND AGREES THAT WE ARE NOT A FIDUCIARY TO YOUR (I.E., EMPLOYER'S) PLAN BY VIRTUE OF OUR SUBSCRIPTION TO BENEFITS SERVICES AND OUR PROVISION OF SUCH SERVICES, NOR SHALL WE BE REQUIRED UNDER THIS BENEFITS ADMINISTRATION ASA TO ACT FOR, OR ON BEHALF OF, OR BE DEEMED TO ACT FOR OR ON BEHALF OF, YOU OR YOUR AFFILIATES, IN ANY FIDUCIARY CAPACITY OR IN A CAPACITY AS YOU OR YOUR AFFILIATES' AGENT, INSURER, UNDERWRITER, PARTNER OR CO-JOINT VENTURE.

As agreed to in the MSA, you and Zenefits are independent contractors and you and not us are solely responsible for the design, implementation, amendment, or termination of the Plan.

7. Pricing & Fees. Current list prices for Benefits Services are as set forth in the quote(s) we provide to you. The price in the quote is subject to change if quote expires and/or if the Services or the election of Benefits or features under Benefits Services changes or if the number of Users changes at the time you submit your Service Order. Fees for Benefits Services are as provided in the applicable Service Order(s). For billing purposes, note that Plan years may be different than a calendar year.

8. Payment Terms. Benefits Services Fees are due and payable in full, in advance, immediately upon submission of the Service Order. Certain Benefits Services Fees are debited directly from the Enrolled Employee Users' accounts (e.g., COBRA billing).

9. Your Representations and Responsibilities. You acknowledge and agree that (a) the Benefits Services you provide Enrolled Employee Users access to (or intend to make available to your eligible Users) are subject to Applicable Law and (b) you and not us are solely responsible for complying with such Applicable Law, including any required documentation, disclosures, and/or reporting requirements. Subscriber further acknowledges and agrees that it and not us is solely responsible for establishing any "employee welfare benefit plan" or "group health plan" required by Applicable Law with respect to the Benefits Services elected via the applicable Service Order(s) and that it has done so and will continue to do so in accordance with Applicable Law.

A. ERISA-Covered Benefits. You (i.e., the employer) acknowledge and agree that (i) you are using the Services to offer Benefits under a Plan for which you are the "administrator" (within the meaning of Section 3(16)(A) of ERISA), the "plan sponsor" (within the meaning of Section 3(16)(B) of ERISA) and/or the "named fiduciary" (within the meaning of Section 402(a)(2) of ERISA); and (ii) you and not us has sole discretionary authority and control over the administration, management and operation of the Plan. Zenefits is not, and will not, for any purpose be a "named fiduciary," "plan sponsor," or "administrator" of the Plan, as those terms are defined by ERISA or elsewhere.

B. Plan Document

(i) While we may provide templates and host documents, you and not us are solely responsible for the design and contents of all governing plan documents, summary plan descriptions and disclosure required to be provided by you (i.e., the employer) in connection with any of the Benefits Services offerings elected via the applicable Service Order for Benefits Services, and for ensuring that all such documents are appropriately distributed, adopted, and/or executed by you (i.e., the employer) and are in full force and effect under Applicable Law.

(ii) If you (i.e., employer) amend or otherwise modify your election of the Benefits under the Benefits Services, you agree that you are solely responsible for notifying us of such amendment or modification at least 30 days prior to the effective date of such amendment or modification and you are solely responsible for providing us with a copy of the written amendment. You are also responsible for ensuring that, to the extent necessary, we understand and implement any amendments or modifications you make to the Plan.

C. Your Plan Responsibilities You are responsible for: (i) determining the terms and conditions of eligibility and participation with respect to each Plan elected via the applicable Service Order(s) and preparation of any required plan documents or summary plan descriptions, or other notices; (ii) determining which of your employee Users are eligible to obtain the Benefit(s) elected via the applicable Service Order(s); (iii) amending or otherwise modifying the terms and conditions applicable to each Plan so that the Plan at all times remains in compliance with Applicable Law and reflects your (i.e., employer's) intent regarding the provision of such benefit(s); (iv) making all final determinations regarding the validity of claims for the Plan and the rights of Users to receive benefits (except where you elected Commuter Reimbursement Account Benefits, Flexible Spending Account Services, or Health Reimbursement Account Services, in such cases, we will process claims subject to Applicable Law or to the extent you and Zenefits expressly agree in a Service Order that we are responsible for providing Benefits Services for the COBRA Benefits, then we will be responsible for determining and administering the legal requirements for documentary and/or operational compliance with COBRA); (v) satisfying any and all reporting, disclosure and notice requirements under Applicable Law, including the timely filing of the annual Form 5500 with the United States Department of Labor and timely providing summary plan descriptions, summaries of material modifications, summary annual reports, annual model notices, and other legally required notices and disclosure to Enrolled Employee Users and other beneficiaries, each of which Zenefits may, at its discretion, provide templates, documentation, and assistance with; and (vi) interpreting, construing, and making determinations regarding the terms and conditions applicable to the Benefits elected in the Service Order(s).

Although we may assist with the processing of certain Commuter Reimbursement Account Benefits, Flexible Spending Account Services, or Health Reimbursement Account Services claims for payment by our third-party processing partner, if a claim by an Enrolled Employee User, participant or beneficiary of a Plan has been denied, you are responsible for making a final determination relating to the claim and for instructing us in writing within 20 days regarding the disposition of the claim.

- D. Notice Concerning Non-Compliance with Applicable Law.** If you fail to comply with any Applicable Law (or even if you believe you may have failed to comply with any Applicable Law) in connection with any elected Benefits, you agree to immediately notify us of such, including a description of the related material issues arising from such failure or potential failure, and you also agree to inform of us your corrective, or proposed corrective, actions in connection with such failure or potential failure. In the event of your failure to comply with Applicable Law, you agree you are solely responsible for correcting any non-compliance in connection with the Benefits or your Plan and you agree you are solely responsible for paying any related expense you (i.e., employer) incur.
- E. Additional Indemnification Obligations by You.** You agree that in addition to any indemnification obligations you may have under the MSA, you agree that you will, at your own expense, indemnify and hold Zenefits Parties harmless against all losses, costs and expenses arising out of any corrective actions in connection with any failure or possible failure to comply with Applicable Law and/or any and all related penalties, taxes and other charges arising under ERISA, the Code or other Applicable Law. You also agree that the indemnification obligations under the MSA also apply to any Claims by a third party arising from or relating to: (i) incidents occurring in whole or in part prior to effective date your subscription for Benefits Services, (ii) any obligations regarding maintenance of records to satisfy Applicable Law for any period prior to effective date your subscription for Benefits Services, and (iii) any of your errors or omissions in connection with the administration of the Plan.

F. Hosted Content

- (i) As provided in the MSA, you agree to provide various information for us to provide the Services to you, including, in this case, the Benefits Services. For Benefits Services, User Content includes information identifying the User and User's dependent (each of whom are eligible for each elected Benefit), enrollment and contact information, updates as they arise, including for example a User's employment termination and any other loss of eligibility for any applicable Benefit.
- (vi) For avoidance of doubt, as agreed to in the MSA, you acknowledge and agree you are solely responsible and liable for any elected Plan that we process or administer on the basis of incomplete or incorrect information, documents or data that you provide to us.

10. Funding for and Payment of Benefits

- A. Funding for Payment of Benefits.** As between you and Zenefits, you are solely responsible for funding any and all benefits payable or provided to Enrolled Employee Users, participants, and beneficiaries with respect to the applicable Benefit(s) you elected. You also agree to provide or maintain sufficient funds to satisfy all liabilities for the Benefit(s) you elected, including benefit payments and administrative expenses. Failure to fund and maintain such funding is a material breach of the MSA.
- B. Payment of Benefits.** Unless otherwise provided in a Service Order, we will facilitate fund transfers from your account to a User's account based on approved claims in connection with Flexible Spending Accounts, Health Savings Accounts, Health Reimbursement Accounts, and Commuter Reimbursement Accounts. You agree to take all other actions necessary to make payments as we or our banking partner, as applicable, specify, including effectuating the immediate transfer of funds for such payment into the designated account of our approved bank. We have sole authority to provide notifications, instructions, and directions, as we may determine are necessary or appropriate, to effectuate the disbursement of funds to Users and beneficiaries for the payment of the benefits (for approved claims) with respect to the Benefit(s) you elected; to be clear, funding or payment obligations for such benefits are yours and the disbursement of such funds to the User or beneficiary (after you have funding the specified amounts) will be our responsibility.

- 11. Effect of Termination.** Upon the expiration or termination of this Benefits Administration ASA (and hence the Benefits Services) for any reason, unless agreed to in writing, we agree to (a) complete the processing of payment of approved claims as received by Zenefits prior to the expiration or termination of this Benefits Administration ASA or

Benefits Services, (b) make all necessary records and files relating to billings, and other records related to the Benefits Services that we have developed in the Benefits Services for you available to you for export or download as provided in the MSA, and (c) upon your written consent as provided in the MSA, return or destroy any unused materials, equipment (if any), and specifications that you provided to us.

12. Business Associate Addendum. The Business Associate Addendum attached to this Benefits Administration ASA as Exhibit 2 applies if you selected either Flexible Spending Account Services or Health Reimbursement Account Services in an applicable Service Order. Upon expiration or termination of this Benefits Administration ASA, we will, where feasible, return to you or destroy all PHI received from you or created by us in connection with the Benefits Services. Where such return or destruction is not feasible, we will inform you why such return or destruction is not feasible, and our duties under this Benefits Administration ASA will be extended to protect the PHI that we retain, if any, as required by Applicable Law, including HIPAA.

© 2018, YourPeople, Inc., d/b/a Zenefits. All rights reserved.

**Exhibit 1 to Benefits Administration ASA
Definitions**

Certain Definitions in this ASA:

- A. “**Applicable Law**” means the Code, ERISA, COBRA, HIPAA, or any other federal or state laws, including relevant case law, regulations, and other guidance issued by the applicable regulatory or enforcement agencies, that are applicable to this Benefits Administration ASA and to the Benefits Service.
- B. “**Benefit**” or “**Benefits**” means right or entitlement to a fringe benefit, reimbursement, or otherwise, as provided under a group health plan, commuter benefits plan, or other Plan, subject to a Service Order.
- C. “**Benefits Services Fees**” are Fees for Benefits Services.
- D. “**Code**” means the Internal Revenue Code of 1986, as amended.
- E. “**COBRA**” means the requirements of, and health care continuation coverage and benefits provided pursuant to, Section 4980B of the Code and Part 6 of Title I of ERISA, and also includes, for purposes of this Benefits Administration ASA, the health care continuation of coverage requirements of applicable state law(s).
- F. “**Commuter Reimbursement Account**” means a qualified transportation fringe benefit plan within the meaning of Section 132 of the Code.
- G. “**Dependent Care FSA**” means a dependent care flexible spending account maintained pursuant to Sections 129 and 125 of the Code.
- H. “**EDI**” means using Electronic Data Interchange, a computer to computer system for the transmission of files, to transmit to carriers your elected Benefits, plan design, as well as the individual elections, changes, and declinations of Enrolled Employee Users and other Users eligible to participate in the Benefits offered by you via the Services. EDI is presently available only for net-new clients acquired by the broker on or after 4/1/2018 of 100 or more eligible employees.
- I. “**Eligibility Reports**” means reports we design to reflect eligibility data that you have provided to us and provide you certain information regarding each User who became a participant or ceased to be a participant, and the relevant effective date of such status, under one or more of the elected Benefit(s) during the period covered by the Eligibility Report.
- J. “**Enrolled Employee User**” means an employee User enrolled in any of the following Benefits: Health FSA, Dependent Care FSA, HSA, Commuter Reimbursement Account, HRA, or in COBRA.
- K. “**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and its implementing regulations.
- L. “**Form Automation**” means the attachment of pre-populated employee enrollment forms to notifications that can then be sent, by your administrator or your broker, to the benefits carriers to complete fulfillment of individual elections, changes, and declinations of Enrolled Employee Users and beneficiaries.
- M. “**Group Health Plan Fulfillment**” means the automated and/or manual process of transmitting your elected Benefits and plan design entered into the Platform to the applicable benefits carriers, as well as the individual elections, changes, and declinations of User’s that are enrolled and eligible to participate in the Benefits Services. Fulfillment requires a group’s login credentials to all carriers for use with carrier portals where applicable, or carrier consent to receive forms on your behalf. Fulfillment does not include the payment of any insurance premiums, except where otherwise explicitly stated in this Benefits Administration ASA. It is your obligation to directly remit insurance premium payments to insurance carriers, except where otherwise described in this Benefits Administration ASA.
- N. “**Health FSA**” means a health flexible spending arrangement maintained pursuant to Sections 105 and 125 of the Code and a group health plan subject to ERISA.

- O. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996 and the rules and the regulations thereunder, as amended (including with respect to the HITECH Act).
- P. "**HRA**" means a health reimbursement arrangement subject to Section 105 of the Code and a group health plan subject to ERISA.
- Q. "**HSA**" means a health savings account maintained pursuant to Section 223 of the Code.
- R. "**Master Reports**" mean reports we design provide information regarding the payment history and status of Users' claims as well as credits and debits and transactions involving Users' accounts.
- S. "**PHI**" means "protected health information" as defined in HIPAA.
- T. "**Plan**" means a group health plan, a Health FSA, an HRA, and/or the offering of continuation coverage under COBRA or any other Benefits Services are provided pursuant to an "employee welfare benefit plan(s)" within the meaning of Section 3(1) of ERISA.
- U. "**Tasks**" means the transmission, via the Services, of notifications to either your administrator or your brokers of your Benefit's elections and plan design, as well as the individual elections, changes, and declinations of Enrolled Employee Users and other users, such as User's dependents, eligible to participate in the Benefits, you elected and that are offered the Services.
- V. "**Subscriber**" or "**you**" means the company or entity named as the subscriber to the Services, which, for purposes of this Benefits Administration ASA, we assume is the employer of the Users eligible to participate in the Benefits offered by you via the Services.

EXHIBIT 2 TO THE BENEFITS ADMINISTRATION ASA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“**BAA**”) is made and entered into by and between you and InsureYourPeople LLC, d/b/a Zenefits Insurance Services (for the purposes of this Implementation ASA, “**we**”, “**our**” or “**us**”). In case of a conflict between this BAA and the Benefits Administration ASA or the MSA, this BAA shall control as to with respect to HIPPA requirements and PHI related obligations.

You and us are entering into this BAA for the purpose of implementing the requirements of HIPAA and supporting the parties’ compliance requirements thereunder. Together with the Benefits Administration ASA and the MSA, this BAA will govern each party’s respective obligations regarding PHI in connection with use of the Benefits Services. This BAA supersedes in its entirety any pre-existing business associate addendum entered into between you and Zenefits in connection with Benefits Services.

YOU REPRESENT AND WARRANT THAT: (I) YOU (AS THE INDIVIDUAL ENTERING INTO THIS BAA) HAVE FULL LEGAL AUTHORITY TO ENTER INTO THIS BAA, (II) YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS BAA, AND (III) YOU HAVE ALL OBTAINED AND WILL MAINTAIN ALL REQUIRED AUTHORIZATIONS AND CONSENTS TO ACCESS, USE AND DISCLOSE ANY PHI PURSUANT TO THIS BAA AND THE BENEFITS SERVICES. IF YOU DO NOT HAVE LEGAL AUTHORITY TO ENTER INTO THIS BAA, OR DO NOT AGREE TO THIS BAA, YOU MAY NOT ACCESS OR USE THE BENEFITS SERVICE AND YOU ARE PROHIBITED FROM PROVIDING US ANY PROTECTED HEALTH INFORMATION.

You and we further agree as follows:

1. Definitions. For purposes of this BAA, any capitalized terms not otherwise defined herein will have the meaning given to them in the Benefits Administration ASA, the MSA or HIPAA.

“**HITECH Act**” means the Health Information Technology for Economic and Clinical Health Act enacted in the United States Congress, which is Title XIII of the American Recovery & Reinvestment Act, and the regulations thereunder, as amended.

“**Security Rule**” means 45 C.F.R., Part 164, Subpart C, under HIPAA.

2. Applicability. This BAA applies to the extent you are acting as a Covered Entity or Business Associate, to create, receive, maintain or transmit PHI between you and us, and where we, as a result, are deemed under HIPAA to be acting as your (i.e., the employer’s) Business Associate.

3. Permitted Use and Disclosure

A. By Us. We may use and disclose PHI only as permitted under HIPAA (Subparts C and E of 45 CFR Part 164) and as specified in the MSA, the Benefits Administration ASA, and this BAA. Your consent and authorization under the MSA or the ASA, including this BAA, for us to use and disclose PHI in our provision of the Benefits Services to you, includes the transmission of such information to insurance carriers on your behalf, and to carry out any of our legal responsibilities, provided that any disclosure of PHI for such purpose may only occur if (i) required by Applicable Law, or (ii) if we obtains written reasonable assurances from the person to whom we will disclose PHI will be disclosed that it will be held in confidence, used only for the purpose for which it was disclosed and that we will be promptly notified of any unauthorized disclosure.

B. By Employer. You will not request us to use or disclose PHI in any manner that would not be permissible under HIPAA if done by a Covered Entity itself (unless otherwise expressly permitted under HIPAA for a Business Associate). You agree to take appropriate measures to limit the use or disclosure of PHI to us to the minimum extent necessary for us to carry out the authorized use of such PHI in the provisions of the Services to you and your Users. You also agree that we have no obligation to protect PHI under this BAA to the extent you create, receive, maintain or transmit any such PHI outside of the scope of the Benefits Service, including your use of its offline or on premise storage tools or third party applications.

4. Appropriate Safeguards. You and Zenefits will each use appropriate safeguards designed to prevent against unauthorized use or disclosure of PHI consistent with this BAA and as otherwise required under the Security Rule and Subpart C of 45 CFR Part 164, with respect to the Benefits Service.

5. Reporting. We will promptly notify you following our discovery of an actual unauthorized use or disclosure of PHI in violation of this BAA, the Benefits Administration ASA or the MSA, in accordance with 45 CFR 164.410, that is caused by or as a result of our Benefits Services. Our notice to you in such a case will be in the most expedient time possible under the circumstances, consistent with Applicable Law, and after taking any measures necessary to determine the scope of the unauthorized disclosure and to restore the reasonable integrity of the Benefits Service, if applicable, by using commercially reasonable efforts to mitigate unauthorized disclosures to the extent practicable. We will provide such notice to you using your most recent email address (as you have provide to us) or via direct communication with you. We agree to maintain records of all Security Incidents (as defined in 45 CFR 164.304 of the Code) and provide you with notice of successful Security Incidents pursuant to 45 C.F.R. 164.304 or as otherwise provided for in the MSA or this BAA.

6. Agents and Subcontractors. We agree to take appropriate measures designed to ensure that any of our agents or subcontractors who (a) perform our obligations under the Benefits Administration ASA and the MSA and (b) require access to PHI on our behalf, are bound by written obligations that provide the same material level of protection for PHI as this BAA, the Benefits Administration ASA and the MSA, and in accordance with 45 CFR Parts 164.502(e)(1)(ii) and 164.308(b)(2). To the extent we uses agents and subcontractors in our performance of obligations for Benefits Services and as provided in MSA, Benefits Administration ASA and this BAA, we will remain responsible for their performance of the Benefits Services as if we performed the Benefits Services.

7. Accounting Rights. We will make available to you PHI in a designated record set as necessary via the Benefits Services so you may fulfill your obligation to give Users their rights of access, amendment and accounting in accordance with HIPAA and 45 CFR Parts 164.524, 164.526 and 164.528. You are responsible for managing your access and use of the Benefits Service to appropriately respond to any such requests.

8. Access to Records. To the extent required by Applicable Law, and subject to applicable attorney client privilege, we will make our internal practices, books and records concerning the use and disclosure of PHI received from you, or created or received by us on your behalf in connection with Benefits Services, available to the Secretary of the United States Department of Health and Human Services (the "**Secretary**") for the purpose of the Secretary determining compliance with this BAA.

9. Return/Destruction of Information. Zenefits agrees that upon expiration or termination of your Benefits Services subscription, PHI received from you, or created or received by us on your behalf, shall be subject to our data security and privacy obligations. In the event we return or destruction of PHI is not feasible, we will extend the protections of this BAA to the PHI not returned or destroyed and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible. In the event this BAA is terminated earlier than the Benefits Administration ASA or the MSA, you may continue to access and use the Benefits Service in accordance with the applicable terms, but you must delete any PHI you maintains in the Benefits Service and cease to create, receive, maintain or transmit such PHI to us or within the Benefits Services.

10. Term. This BAA will expire or terminate upon the (a) the expiration or termination of the Benefits Administration ASA, the MSA, or the subscription term under the Service Order for Benefits Services or (b) the execution of an updated BAA that expressly supersedes this BAA.

PAYROLL SERVICES ASA TO MSA

Last Modified: March 27, 2018

THE TERMS IN THIS PAYROLL ASA ONLY APPLY TO YOU IF YOU HAVE SUBSCRIBED TO PAYROLL SERVICES

If you have subscribed to the payroll services (“**Payroll Services**”), this payroll ASA (“**Payroll ASA**”) applies to your access and use of such Services. This Payroll ASA is between you and PayYourPeople LLC, d/b/a Zenefits Payroll (for the purposes of this Payroll ASA, “**we**”, “**our**” or “**us**”), and it is effective as of the earlier of the day you submit the Service Order for Payroll Services and the day you first access the Payroll Services. This Payroll ASA is incorporated by reference into and governed by the MSA between you and Zenefits. If you do not agree to this Payroll ASA, you may not access or use the Payroll Services. In the event of a conflict between the provisions in the MSA and those in this Payroll ASA, this Payroll ASA will control solely with respect to the Payroll Services. Capitalized terms not defined in this Payroll ASA have the meanings given to them in the MSA.

3. Acceptance of this Payroll ASA. BY CLICKING “**I AGREE**,” SUBSCRIBING TO THE PAYROLL SERVICES (I.E., SUBMITTING A SERVICE ORDER FOR SUCH PAYROLL SERVICES), AND/OR BY ACCESSING OR USING THE PAYROLL SERVICES, YOU CONFIRM TO US THAT: (I) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS PAYROLL ASA AND (II) YOU (AS THE INDIVIDUAL ENTERING INTO THIS PAYROLL ASA) HAVE THE AUTHORITY TO ENTER INTO THIS PAYROLL ASA ON BEHALF OF THE SUBSCRIBER.

4. Compliance with Law. As provided in the MSA, you are solely responsible for compliance with applicable laws, including wage and hour, labor, employment, and tax laws. For example, you are responsible for filing tax returns, timely payment of employee wages and payroll taxes, and timely provision of pay stubs. Also, you represent and warrant that (a) you have all required state and local licenses, permits, and other governmental permissions and/or authorizations necessary to operate, and you are in material compliance with all applicable laws; (b) you are required to inform us if anything changes on these matters (e.g., if a license or permit expires or they are suspended or revoked for any reason); and (c) we have the right to terminate this ASA, applicable Service, or MSA, immediately without liability to you or anyone else, if we learn you are in violation of any applicable law or if we have reasonable basis you are in violation of any applicable law. It is your responsibility to determine your vendors, contractors, agents, customers, partners and/or affiliates’ compliance with applicable laws, including all required state and local licenses, permits, and other governmental permissions and/or authorizations necessary to operate.

5. Additional Terms. Payroll Services requires compliance with various laws, regulations, and rules, including the NACHA Operating Rules (collectively, all such laws, regulations, and rules the “**Requirements**”). From time to time, we may require you to agree to additional or updated terms and forms due to these Requirements. These additional terms may include state and federal forms appointing us as your Reporting Agent for tax-related filings.

6. Qualification. We use various processes, including proprietary processes, to qualify you to be a Payroll Services subscriber before you access or use the Payroll Services. These processes include validating your business’s identity, evaluating the financial risk of providing Payroll Services to you, searching various government or regulatory databases including the Office of Foreign Asset Control Sanctions List and database, requesting a deposit from you, and any other processes we, at our sole discretion, deem necessary to qualify you to use or continue to use Payroll Services. We qualify you upfront and monitor such qualifications throughout your applicable subscription term. A late or delinquent payment may also trigger a further review of your qualification for the Payroll Services. We may deny, revoke, or suspend your access and use of the Payroll Services at any time if we determine you are a Restricted Business, including for example if we believe you pose an unacceptable risk or violate or threaten to violate a Requirement. You may be required to provide specific information and respond to inquiries from us as part of the qualification processes. Your failure to respond fully, promptly, and accurately may result in the immediate suspension or termination from the Payroll Services. In the event you are not approved to be a Payroll Services subscriber, we will refund you any pre-paid Fees for any unused Services less Fees incurred (e.g., transactional fees) for the qualification process.

7. Pricing and Payment Terms. Current list prices for Payroll Services are as set forth at the [Site’s pricing page](#) or as otherwise provided to you in a quote from us. The price in the quote is subject to change if quote expires and/or if the Services changes or if the number of Users changes at the time you submit your Service Order. Fees for Payroll Services are as provided in the applicable Service Order(s). Also, you will be responsible for paying the processing fees, per transaction, for payments made to contractors via your use of the Payroll Services. As provided in the MSA, we may also charge additional fees for exceptional services, including preparing and/or filing amendments to tax and other materials, banking charges, and other special projects or tasks as set forth in an applicable Service Order. Fees that are transactional based are due immediately upon execution of the transaction or upon incurring such costs, fees or fiscal liability (e.g., immediately upon the Partner Bank’s completion of a payment to a contractor), whichever is first.

8. ACH Origination Services (“ACH Services”). Zenefits will provide access to ACH Services to facilitate your origination of ACH credit entries and debit entries (“**ACH Entries**”), as applicable and in accordance with this addendum, the MSA and the NACHA

Rules. In doing so, Zenefits will act as a Third Party Sender (as that term is defined in the NACHA Rules) for purposes of transmitting ACH Entries authorized by you to the Originating Depository Financial Institution (“**ODFI**”) (as that term is defined in the NACHA Rules) in order for the ODFI to initiate your ACH Entries to Payees. For purposes of this agreement the Partner Bank (as defined below) acts as the ODFI. As set forth in this ASA, the Partner Bank will hold the funds withdrawn from the Company Account.

9. ACH Authorization and Custodial Accounts. For Payroll Services you authorize our financial institution bank partner (“**Partner Bank**”) to initiate ACH debit entries to (i.e., make withdrawals from) your designated bank account (“**Company Account**”), prior to each of your payroll or contractor paydates (each, a “**Paydate**”) as provided in this ASA and in the amounts necessary to fund payroll or contractor payments to Users and payroll or contractor taxes due to applicable tax authorities (each User and tax authority recipient, a “**Payee**”) and to correct errors arising in the course of, or make adjustments necessary for, such payments. Your Company Account will be as set forth in an applicable Service Order or in the Services.

FUNDS DEBITED BY THE PARTNER BANK FROM THE COMPANY ACCOUNT WILL BE HELD, FOR YOUR BENEFIT, IN ONE OR MORE BANK ACCOUNTS OWNED AND CONTROLLED BY PARTNER BANK (“PARTNER BANK CUSTODIAL ACCOUNT”) UNTIL PAYMENT IS MADE BY THE PARTNER BANK TO THE PAYEES. NO INTEREST WILL BE PAID TO YOU ON AMOUNTS HELD IN SUCH PARTNER BANK CUSTODIAL ACCOUNT(S).

YOU ACKNOWLEDGE AND AGREE THAT WE HAVE NO AUTHORITY OR CONTROL OVER THE FUNDS HELD BY THE PARTNER BANK. ZENEFITS’ PARTICIPATION IS LIMITED TO THAT OF A THIRD PARTY WHO TRANSMITS, ON YOUR BEHALF, YOUR REQUEST THAT (I) THE PARTNER BANK INITIATE AN ACH DEBIT ENTRY TO WITHDRAW FUNDS FROM COMPANY ACCOUNT AND (II) THE PARTNER BANK MAKE PAYMENT TO PAYEES WITHIN FOUR (4) BUSINESS DAYS AFTER YOU PROVIDE SUCH REQUEST. TO THE EXTENT YOU WISH TO COMPLETE PAYMENT TO PAYEES IN A SHORTER TIMEFRAME, ZENEFITS AND/OR ITS PARTNER BANK SHALL HAVE THE RIGHT TO REQUEST, AND THE PARTNER BANK TO RECEIVE AND RETAIN, AN ADVANCED DEPOSIT TO REMAIN IN THE CUSTODY OF PARTNER BANK FOR THE TERM, WHICH PARTNER BANK MAY USE AT ANY TIME DURING THE TERM IN ORDER TO COVER ANY DEFICIENCIES IN THE FUNDS ON HAND IN THE COMPANY ACCOUNT RELATIVE TO THE SUMS TO BE PAID TO PAYEES. CERTAIN REQUESTS FOR PAYMENT MAY REQUIRE YOU TO INITIATE A WIRE TRANSFER OR TAKE OTHER STEPS TO SECURELY AND RAPIDLY TRANSMIT FUNDS IN A TIMEFRAME SUFFICIENT TO MEET THE REQUEST.

8. ACH Origination Services Authorization. You hereby authorize the ODFI to transmit ACH Entries authorized by you pursuant to the ACH Services to the bank accounts of the Payees. You will comply with the NACHA Rules and the terms and conditions in this addendum and the MSA.

9. Your Responsibilities.

- A.** As agreed to in the MSA, you will provide all necessary information and authorizations for the Services; here, you will agree to complete and execute all required documentation to permit the Partner Bank to debit funds from the Company Account as authorized in this ASA.
- B.** You agree to have available in the Company Account good, collected funds in an amount sufficient to cover the ACH debit entry initiated by Partner Bank as authorized in this ASA, no later than the opening of business on the day you are required to approve payroll, as we designate and approve.
- C.** As agreed to in MSA and in this ASA, you are responsible for all signed authorizations from each Payee. The signed authorization shall comply with the NACHA Rules and applicable law and shall authorize the ODFI, pursuant to the NACHA Rules, to transmit ACH Entries resulting in a credit to the Payee’s bank account, and, in the case of errors, transmit ACH Entries resulting in a debit from the Payee’s bank account. You shall maintain a record of such signed authorizations for a period of 3 years and shall, upon the request of the ODFI or us, provide a copy of such signed authorizations. We may facilitate the signing and storage of such authorization through the Services, but the obligation to obtain and maintain the authorizations will remain yours.
- D.** You further agree, to provide us with all necessary information pertaining to your origination of ACH Entries to Payees (“**ACH Entry Information**”) no later than the agreed upon cut-off time for your approval of Payroll, as designated and approved by us, prior to each Paydate, in the manner we specify. You acknowledge responsibility for any delayed remittance of wages, taxes, and additional fees incurred, if any, as a result of your failure to provide all necessary ACH Entry Information.
- E.** You agree to promptly notify us of any inaccuracies or discrepancies on any reports on ACH Entries.

- F. You agree to notify us of any change in the information provided for Payroll Services under this ASA at least 14 days before the effective date of any such change.
- G. You agree to provide reasonable assistance to recover any funds credited to a Payee's account in error, and as applicable you further agree to provide such Payee's notice of reversal of funds (in the event of a recovery) prior to such reversal subject to NACHA and banking regulations.
- H. You agree to timely forward, via the Services, all notices related to filings and tax deposits remitted on your behalf.
- I. As agreed to in the MSA, for Payroll Services you specifically agree to provide timely and accurate information relating to your tax filings, deposits, and acknowledgements.
- J. You will immediately notify us of any errors in your payroll and any corrections necessary to address such errors. In notifying us of this error, you authorize any necessary debits as a result of increased tax liability owed.
- K. You also agree to provide your Tax EIN, accurate tax rates, and deposit frequencies. You are responsible for penalties, interest, and/or other assessments or damages arising from or relating to incorrect or inaccurate information provided.

10. Accuracy of ACH Entry Information. You acknowledge and agree that, if ACH Entry Information describes a Payee inconsistently by name and account number, payment of the ACH Entry transmitted to the Receiving Depository Financial Institution (“**RDFI**”) might be made by the RDFI (or by the ODFI in the case of an “on-us” ACH Entry) on the basis of the account number, even if doing so identifies a person or entity different from the named Payee, and that your obligation to pay the amount of the ACH Entry to the ODFI is not excused in such circumstances.

YOU ALSO ACKNOWLEDGE AND AGREE THAT ZENEFITS IS NOT LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INACCURACIES OR OTHER ERRORS ATTRIBUTABLE TO YOU OR ANY OF YOUR USERS, PAYEES, EMPLOYEES, CONTRACTORS OR AGENTS. Because Zenefits Payroll Services include the calculation and withholdings of certain tax amounts from employee wages, the integrity of the data you provide is crucial for calculations and withholdings. If you make any payments to employees outside of the Services, the accuracy of Zenefits' tax and wage calculations may be impacted as well as tax filings and we will not be responsible for any associated penalties and interest, if applicable. You have sole responsibility for communicating to us and inputting or updating the information in the Services with respect to all information relating to such payments. Zenefits will not be responsible for penalties and interest resulting from improper tax or wage calculations as a result of any payments or tax calculations made outside of the Zenefits system.

10. Insufficient Funds in Company Account. Should you have insufficient funds in the Company Account available at the time of any ACH debit entry initiated by the Partner Bank, (i) neither the Partner Bank nor Zenefits shall be under any obligation to pay any third-party amounts hereunder on your behalf, (ii) you may be charged an insufficient funds (“**NSF**”) fee, subject to applicable law, (iii) you must transfer to Partner Bank the full amount of the unfunded file plus all applicable NSF fees charged to you immediately upon request, and (iv) indemnify Zenefits, Partner Bank, and each of their affiliates, officers, directors, employees, agents, and other representatives from any claim arising out of or relating to any failure to pay or timely pay Payees.

11. Rights of ODFI. You agree that the ODFI or its agents may debit any account maintained by you with the ODFI or any affiliate of the ODFI, or that the ODFI may set off against any amount the ODFI owes to you, in order to obtain payment of your obligations under this ASA. You agree to reimburse Zenefits and the ODFI for any and all expenses incurred, including interest and reasonable attorneys' fees, in taking action to collect any amounts due under this ASA. Zenefits and the ODFI reserve the right to discontinue any or all ACH Services and can void all agreements at any time due to NSF occurrences.

12. Refund, Adjustments. Any refunds or adjustments of payroll or contractor sums incorrectly paid will not be processed until it has been verified that good, collected, and final funds from you are held in the Partner Bank Custodial Account(s).

13. Inconsistent Instructions. You agree that the ODFI or its agent may hold any or all funds in custody if Zenefits or the ODFI or its agent reasonably determine that there are inconsistent instructions regarding an Entry or regarding settlement or claims on any such funds or accounts (including any claim by your judgment creditor, levy, or other legal process, or proceeding in bankruptcy). The ODFI may interplead any or all funds, freeze, or hold funds, prevent withdrawals or transfers, or otherwise act to prevent or reduce loss or risk to the ODFI, and (in addition to any other remedy the ODFI may have) you shall reimburse Zenefits or the ODFI for any costs associated with the same.

14. Default; Termination. In addition to the rights granted to Zenefits under the MSA, Zenefits may, in its sole discretion (including, as applicable, at the direction or request of the ODFI), terminate this ASA and terminate access of the Service immediately without prior notice to you if:

- A. the Company Account is not funded as required by this ASA and, as a result, any debit to the Company Account is returned to the Partner Bank;
- B. You fail to pay any sum due hereunder or fail to perform any obligation required to be performed hereunder;
- C. You file or have filed against you a petition for bankruptcy, become insolvent, or have a substantial portion of your property become subject to levy, execution, or assignment;
- D. The ODFI and/or its agent notifies Zenefits that it is no longer willing to originate ACH Entries for you for any reason;
- E. Zenefits' agreement with the ODFI and/or its agent is terminated; or
- F. You become disqualified for any reason under the User Qualification program described in Section 3.

If Zenefits terminates this Payroll ASA, Zenefits' obligation hereunder shall cease and Zenefits' sole responsibility to you shall be to instruct the Partner Bank to return to you any funds then held by Partner Bank after the deduction of all fees and expenses due hereunder.

In the event that the Service is terminated for any reason, you acknowledge that year-end and other tax filings, including but not limited to IRS Form W2's, are a part of the Service, not your property, and will only be provided to you upon receipt of payment of all fees and amounts owed to Zenefits and its affiliates.

16. Limitation of Liability. In addition to the limitations set forth under the MSA, our sole liability to you or any third party under this ASA will be for claims arising out of our errors or omissions in the ACH Services we caused, and the sole remedy shall be to furnish a correct advice of deposit, and/or corrected or reversal debit or credit Entry, as the case may be; provided that, in each case you notify us no later than 1 business day after the occurrence of such errors or omissions. Further you agree in no event will we be liable for any payroll related action you perform or conduct outside of the Services. Also, we will not be responsible for any penalty, interest, and/or other assessments that may be imposed by federal, state, or local tax authorities, that may result from you and/or your employees, contractors, or other Users cashing a refund check from such agencies, unless we expressly indicate that the refund check is valid. Neither Zenefits nor the ODFI and/or its agents are liable for loss from any inaccuracy, act or failure to act of any person not within Zenefits' or the ODFI's or its agents' reasonable control, such as the failure of other financial institutions to provide accurate or timely information. You agree that (i) Zenefits, the ODFI, and its agents will be excused from failing to transmit or any delay in transmitting an Entry if such transmittal would violate any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. or foreign governmental regulatory authority, and (ii) Zenefits, the ODFI, and its agents will not be responsible for the acts or omissions of any Federal Reserve Bank or transmission or communications facility, any receiver or RDFI, or for any return of an Entry by such receiver or RDFI, none of whom shall be deemed Zenefits' or the ODFI's agent for this purpose.

17. Indemnification; Reimbursement. You acknowledge we are acting solely in the capacity of a data processing agent and we are not a source of funds for you. In addition to your indemnification obligations in the MSA, you shall be liable for each ACH Entry initiated by the ODFI based on instructions you provide. You shall indemnify Zenefits Parties from and against any loss, liabilities, claims or damages, including attorneys' fees, arising from any breach by you of the terms and conditions of this ASA; inaccuracies or other errors to any payment information attributable to you or your Payees, employees or agents; NSF events; and any fraudulent, dishonest, or negligent acts or omissions of you or your Payees, employees or agents involving your use of the ACH Services.

18. Data Retention. You will retain data on file adequate to permit remaking of all Entries for ten (10) business days following the Paydate, and will provide that data to us upon request. Further, you specifically agree to be bound by and comply with all applicable provisions of the NACHA Rules regarding the retention of any document or any record, including without limitation, your responsibilities to retain all items, source documents and records of authorization in accordance with the NACHA Rules.