

CUSTOMER END USER LICENSE AGREEMENT

PLEASE READ CAREFULLY: THIS PLANSOURCE BENEFITS ADMINISTRATION, INC. (“PLANSOURCE”) CUSTOMER END USER LICENSE AGREEMENT (THE “AGREEMENT”) IS BETWEEN YOU (AS EITHER AN INDIVIDUAL OR AN ENTITY, WHO SHALL BE REFERRED TO IN THIS AGREEMENT AS “CUSTOMER”) AND PLANSOURCE FOR THE USE OF THE PLANSOURCE WEB SITE AND WEB ACCESS PORTAL (THE “SOLUTION”).

BY EXECUTING THIS AGREEMENT EITHER WITH YOUR SIGNATURE BELOW AND/OR BY USING OR ACCESSING ANY FEATURE OR PORTION OF THE SOLUTION, CUSTOMER ACCEPTS AND IS BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO ANY OR ALL OF THE TERMS AND CONDITIONS HEREIN, THEN CUSTOMER SHOULD NOT EXECUTE THIS AGREEMENT OR ACCESS OR OTHERWISE UTILIZE THE SOLUTION BECAUSE NO LICENSE SHALL HAVE BEEN GRANTED TO CUSTOMER THERETO. IF AT ANY TIME THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE NO LONGER ACCEPTABLE TO CUSTOMER, CUSTOMER AGREES TO IMMEDIATELY CEASE ALL USE OF THE SOLUTION.

WHEREAS, PlanSource Benefits Administration, Inc. (“PlanSource”) has developed and provides an internet-based (web-based) benefits and enrollment services platform including related products and services (the “Solution”); and

WHEREAS, the Customer desires to access and utilize the Solution provided by PlanSource, as provided by and with the assistance and guidance from Customer’s insurance agent or broker (“Agent”).

Customer agrees as follows:

1. Term and Termination. This Agreement shall be effective on the date which Customer accepts the terms and conditions of this Agreement either by executing the Agreement with Customer’s signature below and/or by using or accessing any feature or portion of the Solution. Customer’s access and use of the Solution shall continue so long as Customer adheres to the terms and conditions of this Agreement, the site, or any other terms and conditions as may be implemented or modified from time to time by PlanSource. In addition, Customer shall have access to the Solution for so long as Customer’s agent of record for Customer’s health and welfare benefits offerings (“Agent”) serves as Customer’s Agent, and for so long as Agent is a Client of PlanSource.

PlanSource, in its sole discretion, may terminate this Agreement at any time, with or without cause, due in whole or in part to Customer’s breach of any terms or conditions in this Agreement, including but not limited to, any unauthorized, commercial or illegal use of the Solution by Customer. Termination of this Agreement is in addition to its other rights and remedies available at law or equity.

2. Grant of License. Customer is granted a personal, nontransferable, nonexclusive license to access and use the PlanSource software and system solely for Customer’s own internal business use. Customer does not have any rights, title, interest or ownership in, or to, the Solution and/or the PlanSource software or system, nor shall it have the right to copy, distribute, reproduce, alter, display, or use the Solution, items, content, software, system or any PlanSource or its affiliates’ intellectual property for any other purpose. The Solution is protected by copyright laws as well as other intellectual property laws.

3. Additional Services. Additional services, including, but not limited to, network troubleshooting, computer services, and technical support for applications are considered outside the scope of this Agreement and are not included in the PlanSource Technology and Services Agreement executed between PlanSource and Agent. Upon request and following PlanSource’s review and consideration, services may be provided by PlanSource to Customer at the then current PlanSource rate.

4. Internet (Web Service) Delays and Interruption. PlanSource’s services may be subject to limitations, delays, and other interruptions inherent in the use of the Internet and electronic communications, including, without limitation, failure in performance resulting from acts or events beyond the reasonable control of PlanSource such as acts of God, civil or military authority, civil disturbance, war, terrorism, strikes, fires, hurricanes, or other natural or unnatural catastrophes. PlanSource shall not be responsible for any delays, delivery failures, or other damage resulting from such challenges and Customer shall not be entitled to recover for any losses, including without limitation, any loss of data, which may result from such challenges.

5. Third Party Content. The authorized use of the Solution may allow Customer to access third party data, text files, audio files, video files, streaming digital media, or other information which is not owned and/or has not been created by, and may not have been reviewed or edited by PlanSource. Use of third party content is at Customer's own risk. PlanSource makes no warranty or representations, express or implied, regarding the integration, accuracy, security, availability, quality, merchantability, or fitness for a particular purpose with respect to third party content.

6. ERISA.

(a) The services to be performed by PlanSource for Customer shall not include or imply any discretionary authority by PlanSource over the operation of any Customer's health and welfare benefit plan (the "Plan") that would cause PlanSource to be deemed a "fiduciary" of the Plan(s) pursuant to ERISA. Accordingly, to the extent the services to be performed by PlanSource hereunder shall require PlanSource to assist the Plan administrator, the performance by PlanSource of such services shall consist of only those ministerial functions enumerated in the Department of Labor Regulations § 2509.75-8, D-2 (relating to report preparation required by governmental agencies, employee communications material, recommendations regarding plan administration, etc.) and shall be performed within the framework of policies, interpretations, rules, practices, and procedures established by Customer and the Plan administrator. Consequently, all of PlanSource's activities with respect to, or on behalf of the Plan shall be subject to review, modification, or reversal by the Plan administrator or any other fiduciary so authorized by the Plan. PlanSource shall have no discretionary or final authority to control or manage administration of the Plan, or to manage or invest assets of the Plan.

(b) PlanSource shall have no responsibility, risk, liability or obligation for the funding of the Plan or for the payment of any benefits of the Plan or other liabilities, whether resulting from the ongoing operations of the Plan, termination of the Plan, a change by the Plan in its funding method from or to full or partial insurance, or the nonpayment by an insurer of amounts due to the Plan or any Plan participant. Such responsibility, risk, liability and obligation shall at all times reside and remain solely with the Plan, Customer, or such other persons designated by the Plan.

(c) If applicable, the Customer and the Plan administrator acknowledge, on behalf of itself and all other named fiduciaries under the Plan, that:

(i) It is responsible for the selection of PlanSource, other third party service providers, insurance carriers, and the approval of insurance coverages in connection with the Plan;

(ii) It retains the authority to approve the terms of all such service agreements and insurance policies, to establish Plan benefit conditions, and to review and make a final and binding determination of the application of such agreements, policies and conditions, including the authority to review and make a final and binding determination of all claims and adjudicate all appeals regarding such claims;

(iii) It is not affiliated with PlanSource, has no economic interest in PlanSource and shall not receive any compensation or other consideration from any party dealing with the Plan in connection with the service agreements or any insurance policies;

(iv) It is aware of and carries out its fiduciary responsibilities under ERISA; and

(v) It has read and understands the additional information in the terms and conditions of this Agreement.

7. Warranties and Remedies. PLANSOURCE WARRANTS THAT DURING THE TERM OF THIS AGREEMENT, IT SHALL PERFORM THE SERVICES UNDER THIS AGREEMENT USING COMMERCIALY REASONABLE EFFORT. PLANSOURCE SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CUSTOMER UNDERSTANDS AND AGREES THAT THE USE OF THE SOFTWARE MAY FROM TIME TO TIME BE INTERRUPTED AND PLANSOURCE AND ITS LICENSORS MAKES NO WARRANTY OR

REPRESENTATION TO CUSTOMER THAT THE SOFTWARE SHALL BE FUNCTIONAL AND AVAILABLE AT ALL TIMES. NOTWITHSTANDING THE FOREGOING, SCHEDULED MAINTENANCE MAY OCCUR FROM TIME TO TIME, OF WHICH PLANSOURCE SHALL NOTIFY CUSTOMER DIRECTLY OR THROUGH CUSTOMER'S AGENT AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE. THE PLANSOURCE SOLUTION SHALL BE OPERATIONAL 98.00%. "DOWNTIME PERIOD" SHALL NOT INCLUDE INTERMITTENT DOWNTIME FOR PERIODS OF LESS THAN TEN (10) CONSECUTIVE MINUTES, SERVICE SUSPENSION, OR SOLUTION ACCESS FOR REASONS BEYOND PLANSOURCE'S REASONABLE CONTROL INCLUDING, BUT NOT LIMITED TO, ACTS OF ANY GOVERNMENTAL BODY, WAR, INSURRECTION, TERRORIST ATTACKS OR ACTIVITY, SABOTAGE, EMBARGO, FIRE, HURRICANE, FLOOD, STRIKE OR OTHER LABOR DISTURBANCE, UNAVAILABILITY OF INTERRUPTION OF OR DELAY IN TELECOMMUNICATIONS OR THIRD PARTY SERVICES, ACTIONS OR INACTIONS OF CUSTOMER, PERFORMANCE ISSUES RESULTING FROM CUSTOMER'S EQUIPMENT AND/OR THIRD PARTY EQUIPMENT, OR FAILURE OF THIRD PARTY SOFTWARE. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FOR ANY LOSSES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, WHICH MAY RESULT FROM SUCH INTERRUPTION OF AVAILABILITY OF THE SOFTWARE.

8. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PLANSOURCE AND/OR ITS LICENSORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, AND EXEMPLARY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, DATA, REVENUE, PROFITS, USE, GOODWILL, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY, CONNECTED WITH THE SERVICES, INCLUDING, BUT NOT LIMITED TO, THE USE OF OR INABILITY TO USE THE SOLUTION OR ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF PLANSOURCE HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Business Associate Agreement. Pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, and its implementing regulation, the Standards of Privacy of Individually Identifiable Health Information (hereinafter referred to as the "Privacy Rule"), employer plans operating as Covered Entities (as defined under HIPAA and the Privacy Rule) are required to maintain the privacy and security of their participants' Protected Health Information ("PHI"). In the course of our work, PlanSource may receive (PHI) from Customer's Group Health Plan and therefore, act as a Business Associate of Customer. PlanSource's use of PHI must be governed by a formal Business Associate Agreement ("BAA"). Customer hereby agrees that it shall be bound by the obligations of a Business Associate as set forth in the BAA attached hereto as Exhibit A and incorporated herein by reference. Customer's sole and exclusive remedy for the failure of PlanSource to conform with applicable HIPAA provisions, if any, shall be for PlanSource to correct the nonconformity at PlanSource's sole expense, and if PlanSource cannot correct the nonconformity with a reasonable timeframe, to terminate this Agreement without further liability or recourse to either party.

10. General Provisions. This Agreement shall be construed under and governed by the laws of the State of Florida, to the extent applicable and without regard for its conflict of law provisions, and by the laws of the United States of America.

Neither this Agreement nor any of the Customer's rights or obligations hereunder may be assigned by Customer in whole or in part without the prior written approval of PlanSource. Any attempted assignment, without such consent, shall be null and void.

In the event Customer and PlanSource have entered into a Technology and Services Agreement directly and separate from this Agreement and in the event of a conflict between the Technology and Services Agreement and this Agreement, the terms and conditions of the Technology and Services Agreement shall govern.

If any part of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining parts of this Agreement shall remain in full force and effect, with such legal, invalid, or unenforceable parts severed from this Agreement.

This Agreement is the complete and exclusive statement of the agreement between PlanSource and Customer with respect to its subject matter, and supersedes and voids any proposal or prior agreement, oral or written, and any other communications between the parties in relation to its subject matter. PlanSource reserves the right to amend, modify and/or supplement the terms and conditions of this Agreement. No amendment, modification or



supplementation of this Agreement shall be valid unless made in writing and signed by a corporate officer of the Company.

11. Customer Acceptance. By signing this Agreement below and/or accessing any feature or any portion of the PlanSource web site and web access portal, Customer acknowledges that it has read and understood terms and conditions of this Agreement, including the HIPAA Business Associate Agreement Addendum and agrees to be legally bound thereunder.

IF CUSTOMER DOES NOT UNDERSTAND OR AGREE WITH ANY OF THE TERMS AND CONDITIONS UNDER THIS AGREEMENT, CUSTOMER SHOULD NOT EXECUTE THIS AGREEMENT OR ACCESS ANY FEATURE OR PORTION OF THE PLANSOURCE SOFTWARE, WEB SITE, OR ANY RELATED PRODUCTS OR SERVICES.

Customer: _____

Signature: _____

Date: _____

Printed Name: _____

ACKNOWLEDGED AND ACCEPTED BY:

PLANSOURCE BENEFITS ADMINISTRATION, INC.

By: _____
Scott Carver, President

Date: _____

Exhibit "A"

**HIPAA BUSINESS ASSOCIATE AGREEMENT
ADDENDUM TO THE CUSTOMER END USER LICENSE AGREEMENT**

This HIPAA Business Associate Agreement Addendum to the Customer End User License Agreement (the "Addendum") supplements and is made a part of the attached Customer End User License Agreement (the "Agreement"), by and between the entity that is the Customer therein (the "Covered Entity") and PlanSource (the "Business Associate"). This Addendum is effective as of the Effective Date of the Agreement. Any term which is not otherwise defined in this Addendum shall have the meaning ascribed to such term in the Agreement.

RECITALS

Covered Entity wishes to allow Business Associate to have access to certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI").

Covered Entity and Business Associate intend to protect the privacy and provide for the security of the PHI in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and regulations promulgated there under by the U.S. Department of Health and Human Services (collectively, "HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") as well as any other applicable state privacy and security laws protecting such information.

The safeguards imposed upon Covered Entity and Business Associate with respect to the PHI are hereby imposed in accordance with, and shall satisfy the standards and requirements of, HIPAA its implementing regulations and the HITECH Act, as the same may be amended from time to time.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

I. DEFINITIONS

- A. **Business Associate.** "Business Associate" shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 C.F.R. § 160.103.
- B. **Covered Entity.** "Covered Entity" shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 C.F.R. § 160.103.
- C. **Designated Record Set.** "Designated Record Set" shall have the meaning given to such term under the Privacy Rule, codified at 45 C.F.R. § 164.501.
- D. **HIPAA.** "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996.
- E. **Individual.** "Individual" shall have the meaning given to such term under the Privacy Rule, codified at 45 C.F.R. § 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- F. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information, codified at 45 C.F.R. Parts 160 and 164, subparts A and E.
- G. **Protected Health Information or "PHI".** "Protected Health Information" or "PHI" shall have the meaning given to such term under the Privacy and Security Rules, codified at 45 C.F.R. § 160.103.
- H. **Required by Law.** "Required by Law" shall have the meaning given to such term under the Privacy Rule, codified at 45 C.F.R. § 164.103.
- I. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- J. Other terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy and Security Rules.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- A. **Limitations on Disclosure.** Business Associate agrees to not use or disclose PHI other than as permitted or required by this Addendum or as Required by Law. Business Associate shall not use or disclose PHI in a manner that would violate the Privacy Rule if done by Covered Entity, unless expressly permitted to do so pursuant to the Privacy Rule and this Addendum.
- B. **Safeguards.** Business Associate agrees to use appropriate safeguards to prevent use of disclosure of PHI other than as provided for by this Addendum or as required by law.

- C. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.
- D. **Reporting of Disclosures.** Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Addendum of becoming aware of such disclosure.
- E. **Agents and Subcontractors.** Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.
- F. **Access.** To the extent Business Associate has PHI in a Designated Record Set, Business Associate agrees to provide access to Covered Entity, at the request of Covered Entity, to PHI in a Designated Record Set, in order to meet the requirements under 45 C.F.R. § 164.524.
- G. **Amendment.** To the extent Business Associate has PHI in a Designated Record Set and to the extent applicable, Business Associate agrees to make PHI in a Designated Record Set available to Covered Entity for purposes of amendment, per 45 C.F.R. § 164.526.
- H. **Accounting.** To the extent applicable, Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- I. **Availability of Books and Records.** Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- A. **Uses and Disclosures of PHI.** Except as provided in Paragraphs B, C, D and E, below, Business Associate may only use or disclose PHI on behalf of, or to provide services to, Covered Entity, as specified in the Agreement, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- B. **Use for Management and Administration.** Except as otherwise limited in this Addendum, Business Associate may, consistent with 45 C.F.R. § 164.504(e)(4), use PHI if necessary (i) for the proper management and administration of the Business Associate, or (ii) to carry out the legal responsibilities of the Business Associate.
- C. **Disclosure for Management and Administration.** Except as otherwise limited in this Addendum, Business Associate may, consistent with 45 C.F.R. § 164.504(e)(4), disclose PHI for the proper management and administration of the Business Associate, provided that (i) the disclosures are Required By Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed ("Person") that it shall remain confidential and be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the Person, and the Person notifies the Business Associate in writing of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- D. **Data Aggregation.** Except as otherwise limited in this Addendum, Business Associate may use PHI to provide Data Aggregation services as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).
- E. **De-Identification.** Business Associate may de-identify PHI received from Covered Entity, consistent with the Privacy Rule's standards for de-identification. 45 C.F.R. § 164.514.
- F. **Reporting Violations.** Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. § 164.502(j)(1).

IV. TERM AND TERMINATION

- A. **Term.** The Term of this Addendum shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI (as provided in Paragraph IV(C) below), protections are extended to such information, in accordance with the termination provisions in this Section.
- B. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach of the terms of this Addendum by Business Associate, Covered Entity:
 - 1. Shall provide an opportunity for Business Associate to cure, and, if Business Associate does not cure the breach within 30 days, Covered Entity may immediately terminate this Addendum;

2. May immediately terminate this Addendum if Covered Entity has determined that (a) Business Associate has breached a material term of this Addendum, and (b) cure is not possible; or
 3. If Covered Entity determines that neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
- C. Effect of Termination.**
1. Except as provided below in Paragraph 2 of this Section, upon termination of this Addendum, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate and Business Associate is obligated to ensure that such PHI is returned or destroyed consistent with this Addendum. Business Associate and its subcontractors or agents shall retain no copies of the PHI.
 2. Where Business Associate asserts that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Business Associate's good faith representations that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VI. MISCELLANEOUS

- A. **Regulatory References.** A reference in this Addendum to a section in the Privacy or Security Rule means the section as in effect at the relevant time.
- B. **No Third Party Beneficiaries.** Nothing expressed or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity and Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- C. **Disclaimer.** Business Associate expressly disclaims that it is subject to HIPAA and/or the Privacy and Security Rules, since it is not a "Covered Entity" as that term is defined under HIPAA. Business Associate makes no warranty or representation that compliance by Covered Entity with this Addendum is satisfactory for Covered Entity to comply with any obligations it may have under HIPAA, the Privacy and Security Rules Rule, or any other applicable law or regulation pertaining to the confidentiality, use or safeguarding of health information. Covered Entity is solely responsible for all decisions it makes regarding the use, disclosure or safeguarding of PHI.