



PeopleKeep Services Agreement

The PeopleKeep Services Agreement (the "Agreement") is entered into as of today by you (the "Customer") and PeopleKeep Software, LLC ("PeopleKeep"), a Delaware limited liability company, with offices at 480 East Winchester Street, Suite 230, Salt Lake City, UT 84107. PeopleKeep is a personalized benefits automation software that makes offering benefits simple, painless, and personal for everyone.

PeopleKeep is not in any capacity acting as a Third Party Administrator or Plan Administrator or Plan Sponsor (as such terms are defined under HIPAA). PeopleKeep is not bonded and will not hold any of the employee's or employer's funds. In conjunction with this Agreement, however, PeopleKeep will act as an independent consultant in the capacity of Documentation Reviewer, as defined in Exhibit B.

Personally Identifiable Information

PeopleKeep is committed to protect the privacy of any personally identifiable data about consumers, employees, and family members collected through the performance of this Agreement (hereafter "Personally Identifiable Information"). PeopleKeep agrees that Personally Identifiable Information will be collected in a manner as to comply with all applicable laws, rules, and regulations governing privacy and/or data protection, including but not limited to the Gramm-Leach-Bliley Act of 1999 ("GLBA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the Children's Online Privacy Protection Act of 1998 ("COPPA") (collectively, the "PII Obligations").

Security

PeopleKeep will use commercially reasonable efforts to ensure that all Personally Identifiable Information is maintained in a secure environment.

Guarantees

PeopleKeep does not guarantee the functions of its server or websites, including www.PeopleKeep.com and other owned sites used by the Customer to be error-free, uninterrupted, or absolutely virus-free. The Customer's use of any such site involves transmission of data over facilities that are not within the control of PeopleKeep, its content providers or advertisers. PeopleKeep assumes no liability for delay, corruption of data, interruption of service, or interception of data transmissions outside of its direct control.

Accuracy

Editors and content providers employed by PeopleKeep have consulted sources that they believe to be reliable and accurate in assembling the content on www.PeopleKeep.com and information provided therein, but it may not be error-free. PeopleKeep makes no representations or warranties as to the accuracy, completeness, reliability, or timeliness of the textual material, graphics, links, or data transmission capabilities of www.PeopleKeep.com.

Fees

The Customer shall pay the Account Setup fee and Subscription fees for the PeopleKeep software as referenced in Exhibit A.

Modification

PeopleKeep reserves the right to change this Agreement at any time, and the changes will be effective when posted through the PeopleKeep website or when we notify you by other means. We may also change or discontinue services, in whole or in part. Your continued use of PeopleKeep indicates your Agreement to the changes.

Assignment

PeopleKeep shall have, in its discretion, the right to assign this Agreement to its successors or assigns, and all covenants and conditions in this Agreement shall inure to the benefit of and be enforceable by or against its successors or assigns. Any such assignment shall not release Customer from its obligations under this Agreement and for the performance of those terms, covenants and conditions in this Agreement on Customer's part to be performed.

Limitation of Liability and Indemnity

PeopleKeep shall indemnify and hold you harmless from any and all claims, liability and expenses. Subject to applicable law and other than as expressly contemplated in the preceding sentence, PeopleKeep, its affiliates and suppliers shall have no liability under this Agreement, including, without limitation, for any of the following (a) indirect, special, incidental, punitive or consequential damages or (b) damages relating to failures of telecommunications, the internet, electronic communications, corruption, security, loss or theft of data, viruses, spyware, loss of business, revenue, profits or investment, or use of software or hardware that does not meet PeopleKeep system requirements, in each case whether related to PeopleKeep's obligations under the preceding sentence or otherwise. The foregoing limitations of liability shall apply even if PeopleKeep and its affiliates and suppliers have been advised of the possibility of such damages. To the maximum extent permitted by applicable law, the entire liability of PeopleKeep, its affiliates and suppliers for any and all claims relating to this Agreement shall be limited

to the amount the customer paid for the PeopleKeep services during the twelve (12) month period preceding such claim. This Agreement sets forth the entire liability of PeopleKeep, its affiliates and your exclusive remedy with respect to the services and its use.

You agree to indemnify and hold PeopleKeep and its Affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Services or breach of this Agreement (collectively referred to as "Claims"). PeopleKeep reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by PeopleKeep in the defense of any Claims.

Disclaimer of Warranties

PeopleKeep makes no express or implied warranties or representations with respect to www.PeopleKeep.com. This includes, without limitation to, warranties, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage.

Proprietary

Customer agrees that as an Eligible Employee and/or Plan Administrator using this website that PeopleKeep, text, and other trademarked terms on this website, along with business processes throughout the website, are proprietary and owned by PeopleKeep, Inc. and/or entities related to PeopleKeep, Inc. Customer agrees that they will not directly or indirectly attempt to re-engineer, copy, or infringe on anything owned by PeopleKeep, Inc. or related entities and shall be liable for direct and consequential damages if they violate this covenant. This restriction shall apply for five (5) years following the date of last use of this website and shall apply equally and individually to employers and Eligible Employees using the website.

Employer Permission to Contact Plan Eligible Employees

Customer grants permission to PeopleKeep and its designees, who will be appropriately licensed in each state where required, to contact Plan Eligible Employees ("Eligible Employees") during normal business hours regarding their Plan and other benefits (including health insurance policies).

Arbitration

Any disputes, controversies and claims, arising out of or relating to this Agreement, concerning the respective rights or obligations of the Customer or PeopleKeep shall be settled and determined exclusively by binding arbitration in the State of Utah. In the State of Utah binding arbitration is before a panel of one (1) arbitrator pursuant to the Commercial Rules in effect at the time of the dispute by the American Arbitration Association. Each Party shall have no longer than one (1) day to present its position. Judgment upon the award rendered may be entered in any court having jurisdiction or the application may be made to such court for a judicial acceptance of the award and an order of enforcement. The Customer and PeopleKeep agree the arbitrators have the power to award damages, injunctive relief, and reasonable attorney fees/expenses to the Customer or PeopleKeep in such arbitration, and the arbitrators shall be instructed to award attorney fees/expenses of both parties to the prevailing party.

Governing Law

This Agreement shall be enforced in accordance with the laws of the State of Utah, without giving effect to the principles of conflicts of the law thereof.

Severability

In the event that any provisions of this Agreement are held to be unenforceable by a court or arbitrator, the remaining portions of the Agreement will remain in full force and effect.

Term of Agreement

For Customers who have paid for a one-year subscription in advance to receive a price discount, this initial Agreement will be for one year and renew for one-year periods automatically unless the Agreement is terminated by either party. For Customers who are paying month-to-month, this initial Agreement will be for one month and renew for one-month periods automatically unless the Agreement is terminated by either party.

Termination of the Agreement

After the first month this Agreement may be terminated by the Customer or PeopleKeep. Such termination shall be made by written notice of an intention to terminate given to the other party, to be effective as of 15 days from the date of the written notice. All obligations, duties and responsibilities of PeopleKeep to provide service under this Agreement cease as of the date of termination, including further responsibility for work in process but incomplete on the termination date, unless some other arrangement is made for completion of such work prior to the termination date.

Entire Agreement

This Agreement is the complete and exclusive Agreement between the Customer and PeopleKeep, with respect to the subject matter, superseding any prior Agreements and communications, both written and oral, regarding such subject matter. The Customer and PeopleKeep shall not be bound by any terms, conditions or other provisions which are different from or are in addition to the provisions of this Agreement, whether or not it would materially alter this Agreement, unless the Customer and PeopleKeep specifically agree to such provision in writing.

IN WITNESS, the Customer and PeopleKeep have made this Agreement to be duly executed and delivered as of today.

ACCEPTED BY:

PeopleKeep Software, LLC

Exhibit A: Fees

Fees and pricing options are posted for each Customer's account in PeopleKeep under the Settings – Subscription page.

Exhibit B: Documentation Review

1. General

1.1 The Plan Administrator is contracting with PeopleKeep Software, LLC ("Documentation Reviewer") as an independent contractor to advise the Plan Administrator on the administration of the plan, and deal directly with Plan Eligible Employees ("Eligible Employees") and to make recommendations on reimbursing their healthcare expenses from the Plan.

1.2 The Documentation Reviewer is not in any capacity acting as a Third Party Administrator or Plan Administrator or Plan Sponsor. The Documentation Reviewer is not bonded and will not hold any Employee's or Employer's funds. The Documentation Reviewer will make recommendations to the Plan Administrator regarding the reimbursement of health care expenses from the Plan to Eligible Employees, but the final decision on each recommendation will be made by the Plan Administrator.

1.3 The Plan Administrator agrees to indemnify and hold the Documentation Reviewer harmless against any and all loss, liability, or damage (including payment of reasonable attorney's fees) which the Documentation Reviewer may incur by reason of failure of the Plan Administrator, its Eligible Employees or agents to abide by the plan terms, or by the terms of this Contract; to administer plan funds in a prudent or proper manner; for any misconduct on the part of the Plan Administrator, or its representatives; for disputes

arising out of partial payment or denial of a claim by either the Plan Administrator or for action taken by the Documentation Reviewer at the direction of the Plan Administrator.

2. General Duties and Obligations of Documentation Reviewer on Behalf of Plan Administrator

2.1 The Documentation Reviewer, within the scope of its professional ability under this Contract, shall provide consulting services for and shall assist the Plan Administrator in the administration of the Plan.

2.2 The Documentation Reviewer understands that the Plan Administrator may be subject to regulations regarding Employee Protected Health Information and the Documentation Reviewer will not take any actions that may jeopardize the private nature of the Employee's Protected Health Information.

2.3 Periodically, Eligible Employees can submit to the Documentation Reviewer receipts or proof of health expenditures for reimbursement by the Plan Administrator. The Documentation Reviewer shall review each submission and make a recommendation to the Plan Administrator for approval or disapproval. The Plan Administrator shall, upon acceptance of the Documentation Reviewer's recommendation, reimburse each Eligible Employee for approved reimbursements.

3. General Duties and Obligations of the Plan Administrator

3.1 The Plan Administrator shall notify the Documentation Reviewer on a monthly basis of all changes in participation whether by reason of termination, change in classification, or any other reason.

3.2 The Plan Administrator will select legal counsel to provide advice as to its liabilities or as to its duties under the law. The Documentation Reviewer will not provide legal advice to the Plan Administrator or to Eligible Employees.

3.3 The Plan Administrator will provide the Documentation Reviewer with accurate information as to the number and names of persons covered by the Plan and for updating this information on a current basis on forms provided by the Documentation Reviewer.

3.4 The Plan Administrator shall pay the Fees as defined in Exhibit A.

3.5 Plan Administrator grants permission to Documentation Reviewer and its designees to contact Eligible Employees during normal business hours regarding their Plan and other benefits (including health insurance policies). At any time, Eligible Employees may elect, via phone or online, not to be contacted regarding individual health insurance and other benefits. These Eligible Employees may still be contacted regarding specific questions regarding their Plan or Plan requests for reimbursement.