

These Managed HCM Services (“MHS”) Terms (“MHS Terms”) describe the way PeopleGuru, its Third Party Service Providers, and its Affiliates agree to provide Customer with specific staff augmentation work for hire services and other services described herein. These MHS Terms shall be subject to, and nothing in these MHS Terms shall amend or alter, Customer’s applicable Order Form, the most current Order Form Terms and Conditions, and Master Agreement found at: <http://legal.peopleguru.com>.

1. MHS Definitions.

“Benefit Change” means a Customer’s employee’s change in status to a medical, vision, or dental benefit plan as a result of open enrollment, new hire, termination, or life event benefit election, as entered in the Software Services by Customer’s employee and approved by Customer Administrator.

“Benefit Changes” means a collection of Benefit Change records for a designated period of time, which is typically weekly.

“Benefit Change Feeds” means the automated electronic transmission of Benefit Changes to Insurance Carriers, brokers, or general agencies by either (a) electronic transmission to Insurance Carriers, if available and subject to insurance carrier terms and conditions including availability of electronic data interchanges (“EDI”), or (b) where insurance carrier EDI feeds are unavailable, the transmission of PeopleGuru’s Benefit Changes PDF form by secure FTP (or by email if FTP is not supported by recipient) to Customer’s designated insurance broker or general agency.

“COBRA” means the Continuation of Health Coverage Department of Labor rules as stated in the Consolidated Omnibus Budget Reconciliation Act.

“Customer Administrator” means Customer-designated person responsible for reviewing and approving actions taken on Customer’s behalf, including employee maintenance, time and attendance, payroll, benefits changes, and HR compliance actions.

“Customer Instance” means the discrete logical data store that PeopleGuru allocates to Customer for Customer’s use of the Service.

“Erroneous Processing Volume” means erroneous processing events that PeopleGuru determines in good faith were solely the result of PeopleGuru’s error for: (a) a Benefit Change that was delayed or missed from the Benefit Change Feeds for two consecutive periods, (b) a payment of wages or salary to an employee or payment to a contractor of Customer that was not for the correct net amount or was not paid on the correct day, or (c) a payment of taxes on behalf of Customer to a federal, state, or local jurisdiction that was missed or was not for the correct amount or was not paid on or before the due date.

“Insurance Carriers” means group health insurance benefit companies that provide employee coverage for medical, vision, or dental benefits.

“MHS” means the services as described herein.

“PHI” means Protected Health Information as defined by HIPAA.

“Processing Volume” means the sum of (a) total number of Customer Benefit Change records, (b) total number of Customer employee and Customer contractor payments, (c) and the total number of tax payments processed by PeopleGuru on behalf of Customer during the applicable calendar monthly billing period.

“Service Accuracy Level” means the quotient calculated by dividing (a) Processing Volume minus Erroneous Processing Volume during the applicable calendar monthly billing period by (b) Processing Volume for that same period.

“Third Party Content” means any information or content provided by anyone other than PeopleGuru as a part of MHS or the Service.

“Year End Filings” shall mean W-2, W-3, 1094C, 1095C, 1096, and 1099 Employee and Employer forms, as subscribed to by Customer.

Words or phrases that are capitalized but not defined in these MHS Terms shall have the meaning given to them in other documents agreed to between the parties, including Order Forms, Order Form Terms and Conditions, and Master Agreement.

1. MHS General Terms.

- 1.1. Customer must be subscribed to the Service to subscribe to the MHS described herein and Customer agrees to pay the fees for use of the Service and MHS in accordance with the fee schedule set forth in Customer's applicable Order Form.
- 1.2. Customer agrees that PeopleGuru may unilaterally amend these MHS Terms (and, after one year, change pricing) after giving thirty (30) days' written notice to Customer to change the services provided or as needed to comply with any mandates by any governmental agency or taxing authority. If any change materially adversely impacts Customer's normal business operations, Customer may in good faith reject such change by giving written notice of rejection to PeopleGuru within thirty (30) days of Customer's receipt of notice of such change from PeopleGuru. Upon such rejection, PeopleGuru shall have the option to not make such change or to terminate Customer's MHS.
- 1.3. In performing the MHS, PeopleGuru is entitled to and will rely solely on the information provided by Customer, as reviewed and approved by the Customer Administrator. PeopleGuru is not responsible for any errors resulting from such reliance.
- 1.4. In the event Customer fails to carry out its obligations under these MHS Terms in whole or in part in a manner that materially hinders PeopleGuru's ability to carry out its obligations under these MHS Terms, PeopleGuru reserves the right to terminate the MHS in its sole discretion.
- 1.5. Prior to Customer's initial payroll processing date, Customer must provide and approve the completed and executed documents PeopleGuru requires for providing the MHS Payroll Related Administrative Services, including all implementation documents and properly formatted payroll data. PeopleGuru will provide the MHS Payroll Related Administrative Services in reliance on the accuracy of the information provided by Customer. Failure to provide complete or accurate information may adversely impact PeopleGuru's ability to carry out the MHS Payroll Related Administrative Services.
- 1.6. PeopleGuru is not a co-employer or joint employer of Customer employees. PeopleGuru is not a professional employer organization ("PEO") and the MHS Payroll Related Administrative Services do not constitute PEO services. PeopleGuru is not the employer of record of Customer employees and all payroll and tax filings for Customer shall be performed using Customer's Federal, state, and local employer identification number(s) ("EIN") as applicable.
- 1.7. Customer shall be solely responsible for the escheatment of funds related to employee payroll ACH returns, uncashed employee payroll checks, independent contractor ACH returns, or uncashed independent contractor payment checks, and PeopleGuru accepts no responsibility to locate employees or independent contractors or return payroll funds to employees or the applicable state government agencies. It is PeopleGuru's policy to return to Customer, on a periodic basis of not more often than every 180 days, funds reflected by employee payroll ACH returns, employee payroll checks, independent contract ACH returns, and independent contractor payment checks that remain returned or uncashed for 90 days after their posting or check date.
- 1.8. Customer acknowledges that PeopleGuru or the bank that processes Customer's payroll transactions may need to investigate ACH entries transmitted by Customer to the bank and consents to such investigation. Customer also acknowledges that PeopleGuru or the bank may refuse to process ACH entries at any time in their respective sole discretion.
- 1.9. Customer is solely responsible for its employees including, but not limited to, activities related to recruiting, hiring, classifying, disciplining, and terminating employees and for determining their wage rates, benefits, duties, responsibilities, and work schedules.
- 1.10. PeopleGuru has the right to charge additional fees in addition to the scheduled fees if Customer fails to timely provide properly formatted data as needed by PeopleGuru to perform the MHS including, but not limited to, the uploading of Customer's employee data, time data, benefit information, payroll history information, and other related information.
- 1.11. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by PeopleGuru.

- 1.12. Customer agrees that it remains the sole fiduciary of all benefits plans managed by PeopleGuru through the MHS Benefits Related Administrative Services. Customer shall be solely responsible for reviewing, complying with, and confirming the accuracy of all communications, notices, and invoices Customer receives directly from benefit plan providers. Customer shall be solely responsible for any fees it incurs due to its failure to timely review, comply with, and/or confirm the accuracy of all such communications, notices, and invoices and to timely report any inaccuracies to PeopleGuru.
- 1.13. Customer agrees that PeopleGuru will not process employee benefits claims, make employee benefits claims decisions, or determine employee eligibility for benefits plan participation on Customer's, and further agrees that the decision to accept any insurance plan offering or to terminate any insurance plan offering is at the sole discretion and direction of Customer.
- 1.14. Customer shall promptly report via the CRM any support needed, defects with the service delivery, or general service issues.
- 1.15. Customer agrees that it is obligated to a minimum commitment of one year of MHS. Customer may cancel the MHS upon six months' advance written notice.
- 1.16. Monthly billing for the MHS will commence on the first day of the month that is no less than 14 days after the date these MHS Terms are agreed to by the parties.

2. MHS Payroll Related Administrative Services.

If elected by Customer and if Customer is in good standing and in compliance with the MHS General Terms, MHS Payroll Related Administrative Services will be made available for Customer's use.

- 2.1. At Customer's direction and within the Customer Instance, PeopleGuru will administer payroll runs and related payroll activities in the Customer Instance, including the following:
 - 2.1.1. Administer payroll calendars and payroll runs.
 - 2.1.2. Administer off-cycle/manual check requests, calculations, and processing.
 - 2.1.3. Administer and process garnishments upon receipt of proper documentation.
 - 2.1.4. Calculate net payment of wages.
 - 2.1.5. Create general ledger (GL) interface on an ongoing basis.
 - 2.1.6. Prepare, deposit and file Customer's payroll taxes for all federal, state, and local jurisdictions that PeopleGuru has set up in Software Services, including the following:
 - a. Administer quarterly and year-end processing as may be required.
 - b. File amended returns as required for returns processed by PeopleGuru (additional fees will apply where amendment is required as a result of Customer error).
 - c. Provide quarterly tax statements, including a downloadable summary of tax liabilities reported throughout the quarter, account reconciliation and printed returns filed at quarter end.
 - d. Provide initial tax registration setup in new states/localities but only if registration by a third party is permitted by the taxing authority.
 - e. Provide notification of tax changes and assistance in complying with such changes.
 - f. Prepare and file W-2 agency filings.
 - g. Prepare and provide electronic copies of employee W-2s and 1099s.
 - h. Respond to agency inquiries on Customer's behalf, including tax agency correspondence for tax deposits and returns filed by PeopleGuru on Customer's behalf.

- 2.2. Perform routine payroll-related audits (note: when Customer makes a change that has a significant effect on Customer's payroll, including but not limited to mergers and acquisitions, office location changes, or spin-offs, additional fees will apply).
- 2.3. Prepare and deposit Customer's wage attachments for any third party to which Customer's employee owes a debt and has agreed or is compelled by a lawful authority to resolve via attachment of employees' wages.
- 2.4. Perform banking and other related money movements, including the following:
 - 2.4.1. Process direct deposit reversals (direct deposit requests must be received within thirty (30) days of initial direct deposit transfer. Additional service fees and limitations will apply).
 - 2.4.2. Conduct check and payroll reconciliation.
 - 2.4.3. Distribute payroll through checks, direct deposit and/or pay cards.

2.5. Customer Obligations.

Customer is responsible to ensure that PeopleGuru has accurate data and authority to process payroll and engage in MHS Payroll Related Administrative Services on Customer's behalf. To provide such services, PeopleGuru relies on the information and instructions provided by Customer. Specifically, Customer's obligations to ensure accurate information and instructions to PeopleGuru include but are not limited to:

- 2.5.1. The Customer Administrator shall review and approve the submission of all payroll information to PeopleGuru.
 - 2.5.2. Providing accurate, timely, and complete information required by PeopleGuru to perform the MHS Managed Payroll Related Services, which shall require Customer to:
 - a. Collect punch and timecard data from employees.
 - b. Collect time off requests and data from employees.
 - c. Download time data files from a non-PeopleGuru timekeeping system.
 - d. Review time data for adherence to proper data format.
 - e. Reformat time data files (if not currently using PeopleGuru Time) to appropriate time data input file.
 - 2.5.3. Add new hire/terminated employees in the PeopleGuru Software Services.
 - 2.5.4. Input general ledger ("GL") file into Customer's financial system of choice.
 - 2.5.5. Inform PeopleGuru of any changes to payroll calendar or holiday schedules.
 - 2.5.6. Provide PeopleGuru with all valid federal, state and/or local tax ID numbers in the format required by the corresponding jurisdictions (unless PeopleGuru has completed the registration process in those federal, state and/or local tax jurisdictions on Customer's behalf).
 - 2.5.7. Execute forms and documents necessary to designate PeopleGuru to act on Customer's behalf in MHS Payroll Related Administrative Services, including but not limited to a power of attorney to execute tax disbursements.
 - 2.5.8. Promptly notify PeopleGuru of third-party notices received by Customer and/or Customer's employees, such as Internal Revenue Service ("IRS") penalty notices or garnishment notices, which could affect PeopleGuru's ability to effectively administer the MHS Payroll Related Administrative Services.
- 2.6. Payroll Funds Collection and Timing
- 2.6.1. PeopleGuru shall notify Customer via electronic communication when all information necessary to begin the MHS Payroll Related Administrative Services has been received and when the implementation process has been completed. Subsequently, Customer shall, prior to submitting its first payroll run, review and approve the payroll information for completeness and accuracy. Upon approval of the payroll

information, Customer consents to the transfer of funds from Customer's designated bank account to PeopleGuru's designated payroll account by electronic funds transfer. Prior to the submission of Customer's initial and each subsequent payroll run, Customer shall deliver to PeopleGuru the payroll funds necessary to cover the total payroll, service fees, third-party payments, and tax liability of such payroll run.

- 2.6.2. PeopleGuru, in its capacity as payroll processor, shall direct the transfer of funds from Customer's designated bank account in accordance with Customer's designated payroll fund recipients including employees, independent contractors and other payroll designees, including the appropriate taxing authorities as identified by Customer. PeopleGuru's standard processing time for payroll is three (3) business days (excluding U.S. federal and banking holidays).
 - 2.6.3. Customer acknowledges that it has been advised of these standard processing times and agrees that PeopleGuru has no obligation to process payroll in a shorter amount of time and that failure to adhere to payroll processing timelines for data submission, payroll approval, or employee status updates may result in pay cycle exclusion from the SLA (as hereafter defined) and may result in additional processing fees.
 - 2.6.4. If PeopleGuru agrees to process Customer's payroll through an expedited action outside of these normal processing times, PeopleGuru reserves the right to charge an expedited processing fee in its sole discretion.
- 2.7. Customer Tax Information Acknowledgement
- 2.7.1. Customer authorizes PeopleGuru to act as its agent on its behalf with the IRS as well as applicable state and local tax authorities including the submission of tax-related information and Customer Data, the payment of tax liabilities, and correspondence with appropriate taxing authorities.
 - 2.7.2. Customer acknowledges that PeopleGuru is not acting in a fiduciary capacity on its behalf and that although PeopleGuru is authorized as a third party to act on its behalf with certain tax authorities to file payroll tax returns and to make payroll tax payments, Customer is ultimately responsible to the relevant taxing authority for the timely filing of employment tax returns and the timely payment of employment taxes on behalf of Customer's employees.
 - 2.7.3. PeopleGuru and the IRS recommend Customer enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor Customer's IRS account and to ensure that timely tax payments are being made on Customer's behalf. Customer may enroll in the EFTPS system online at www.eftps.gov or via phone at 800-555-4477 for an enrollment form. State tax authorities generally offer similar means to verify tax payments and Customer is advised to contact the appropriate state tax authority directly for details.
- 2.8. Customer Payroll Related Representations
- 2.8.1. Customer represents and warrants that a Customer Administrator shall review and approve the submission of all payroll information to PeopleGuru, thereby authorizing PeopleGuru to create and input entries and to submit payroll runs as required to process payroll runs and payroll related tax transactions.
 - 2.8.2. By approving a payroll for processing by PeopleGuru, Customer represents and warrants that: (a) all payroll information and tax-related information are accurate and may be processed by PeopleGuru without further review or approval by Customer; (b) any instructions provided to PeopleGuru by Customer (including but not limited to payroll information and Customer data required for payroll run and or tax transaction) are deemed to authorize PeopleGuru to execute such payroll run or tax transaction in accordance with such instructions.
 - 2.8.3. PeopleGuru shall have no liability to Customer for: (a) the rejection of any payroll for processing, as well as any resulting penalties, interest, or any claims arising directly or indirectly therefrom; and (b) any under or overpayments to Customer employees as a result of PeopleGuru having processed the Customer approved payroll.

3. MHS Benefits Related Administrative Services.

If elected by Customer and if Customer is in good standing and in compliance with the MHS General Terms, the MHS Benefits Related Administrative Services will be made available for Customer's use.

- 3.1. At Customer's direction and within the Customer Instance, PeopleGuru will implement benefit management, within the confines and the capabilities of the PeopleGuru Software Service, including the following:
 - 3.1.1. Configuration of Customer's benefits eligibility rules, electronic benefit enrollment setups, and benefit costing rules.
 - 3.1.2. Processing of the Software Service's-supported employee benefits changes.
 - 3.1.3. Employee annual open enrollment planning, support, and configuration.
 - 3.1.4. PeopleGuru will implement Benefit Change Feeds as supported by Customer's Insurance Carriers.
 - 3.1.5. ACA reporting and filing guidance (including Form 1094 and Form 1095 on Customer's behalf, where permitted by applicable law. Note: Customer is solely responsible for submitting ACA reports).
 - 3.1.6. Employee communication recommendations relating to open enrollment events.
 - 3.1.7. Quarterly reconciliation reports of Customer's Insurance Carriers employee costs to be used by Customer to identify billing errors and overages, suggested corrective action and additional account related actions. Quarterly reports shall be the sole deliverable of this service and Customer shall assume responsibility for direct communications with Insurance Carriers.
 - 3.1.8. Consultation with a PeopleGuru ACA consultant for up to six (6) hours annually to review ACA elections and administration with the Customer Administrator to identify common errors and inefficiencies, identify solutions to these errors and inefficiencies, and direct Customer's internal payroll and benefits teams to implement these solutions and create ACA election best practices.

3.2. Customer Obligations

Customer has certain obligations under these MHS Benefit Related Administrative Services to ensure that PeopleGuru has accurate data to administer the services detailed in the foregoing section. These Customer obligations include, but are not limited to the following:

- 3.2.1. Provide timely notice to PeopleGuru of all notices and advisories sent to Customer from Insurance Carriers and providers concerning Customer's eligibility, enrollment, or payments for applicable Insurance Carriers benefit plans, and all other notices that could reasonably be interpreted to affect Customer's coverage or related to the services described by PeopleGuru herein, including all notices regarding a claim or potential claim against Customer or PeopleGuru in connection with the MHS Benefits Related Administrative Services.
- 3.2.2. Provide timely notice of all qualifying events that may impact Customer's or covered employees' health insurance eligibility.
- 3.2.3. Making all payments to Insurance Carriers and benefits providers directly for amounts invoiced by Insurance Carriers and benefits providers in the manner and timeframe as described on the applicable invoice.

3.3. Scope of MHS Benefits Related Administrative Services.

- 3.3.1. In providing the MHS Benefits Related Administrative Services, PeopleGuru will not provide Customer with oral information or written materials describing, summarizing, consolidating, and otherwise presenting benefit plans. Customer acknowledges that PeopleGuru is not a benefits provider, insurance broker, or underwriter and that any such information or materials must be provided by Customer to PeopleGuru so that it may, using best efforts, enter or upload such information into the PeopleGuru Software Service and it is possible that this information as transcribed into the PeopleGuru Software Service may not contain complete plan details and/or inaccuracies. Customer acknowledges that it shall

rely solely upon materials provided by its Insurance Carriers and benefits service provider directly and that information shall form the complete and controlling source of plan details including coverages, limitations, and exclusions.

- 3.3.1 The MHS Benefits Related Administrative Services will not include services related to the creation, maintenance, transmission, or receipt of PHI. Customer shall be solely responsible for maintaining all PHI data within the Service including, but not limited to, medical treatment records, vaccination records, adverse reaction incident reports, medical leave requests, accident reports, ADA-related accommodations, or any information that could reasonably be considered PHI and subject to HIPAA or business associate agreement.
- 3.3.2. The MHS Benefits Related Administrative Services will not include services related to COBRA administration.

4. HR Tech Employee Support Services.

If elected by Customer and if Customer is in good standing and in compliance with the MHS General Terms, the following HR Tech Employee Support Services will be made available for Customer's use:

- 4.1.1. Access to a dedicated telephone number for use by employees and managers.
- 4.1.2. General questions regarding registering and logging into the native PeopleGuru Apple or Android apps or Employee Self Service website.
- 4.1.3. General questions regarding payroll check history and W2s if such information is available within the Service.
- 4.1.4. General questions regarding accessing the new employee onboarding feature within the Service.
- 4.1.5. General questions regarding the Customer's Employee Handbook when such a handbook is implemented within the Employee Self Service feature of the Service.
- 4.1.6. General questions regarding accessing features for punching in and viewing employee timecards if time and attendance features are implemented and used by Customer.
- 4.1.7. General questions regarding requesting accessing features for looking up paid time off and paid time off balances if time and attendance and PTO accrual features are implemented and used by Customer.
- 4.1.8. General questions regarding looking up employee schedules and availability if time and attendance and employee scheduling features are implemented and used by Customer.
- 4.1.9. General questions regarding employee personal information such as address, W-4s, and e-documents if such features are implemented by Customer.

5. HR Support Center Services.

If elected by Customer and if Customer is in good standing and in compliance with the MHS General Terms, HR Support Center Services will be made available for Customer's use.

- 5.1. The purpose of the HR Support Center Services is to provide general employment and human resources-related information via an informational website that is provided to PeopleGuru by a Third Party Service Provider.
- 5.2. Nothing that appears on the HR Support Center Services website, including without limitation any responses to questions posted in the "Ask the Pro" forum, information provided in handbooks or guides, and any other comments, opinions, recommendations, answers, analysis, references, referrals, content or information, should be relied upon or construed as legal advice.
- 5.3. The information provided through HR Support Center Services is intended for general informational purposes only and should be used only as a starting point for reference. It is not a substitute for an in-person or telephone consultation with an attorney licensed to practice in Customer's jurisdiction about Customer's specific legal issue. Neither PeopleGuru nor its Third Party Service Providers engage in the practice of law, and Customer's subscription to or use of the HR Support Center Services under no circumstances creates an attorney-client

relationship. Customer understands that questions and answers or other postings to the HR Support Center Services website are not confidential and are not subject to attorney-client privilege.

- 5.4. The HR Support Center Services are not designed or intended to take in or process PHI or “Individually Identifiable Health Information” as those terms are defined under the HIPAA Privacy Rule (45 C.F.R. Section 160.103). Customer agrees not to submit or disclose any PHI or Individually Identifiable Health Information via the HR Support Center Services.
- 5.5. PeopleGuru may provide Third Party Content on the HR Support Center Services and may provide links to websites to those interested in this information. PeopleGuru and its Third Party Service Providers do not control, endorse or adopt any Third Party Content and make no representation or warranties of any kind regarding the Third Party Content, including without limitation regarding its accuracy or completeness. Customer agrees that PeopleGuru and its Third Party Service Providers are not responsible or liable in any manner for any Third Party Content and undertake no responsibility to update or review any Third Party Content. Users use such Third Party Content contained therein at their own risk.
- 5.6. PeopleGuru makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third party websites accessible by hyperlink from the HR Support Center Services, or websites linking to the HR Support Center Services. Such sites are not under the control of PeopleGuru and PeopleGuru is not responsible for the content of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. PeopleGuru provides these links to Customer only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by PeopleGuru of any site or any information contained therein. When Customer leaves the HR Support Center Services to link to another website, it does so with knowledge that PeopleGuru’s terms and policies no longer govern. Customer must review the applicable terms and policies of such other website, including its privacy and data gathering practices, to which Customer navigates from the HR Support Center Services.
- 5.7. Customer agrees that any materials including, but not limited to, questions, comments, suggestions, ideas, plans, original or creative materials or other information regarding the HR Support Center Services that are provided to Customer via online submission or email, or any other postings on the HR Support Center Services, are non-confidential and shall become the sole property of PeopleGuru and/or its Third Party Service Providers. PeopleGuru and/or its Third Party Service Providers shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you. Notwithstanding the foregoing, it is the policy of PeopleGuru to require its Customer to treat questions submitted via “Ask the Pro” as confidential by removing identifying information before using them in conjunction with the HR Support Center Services.
- 5.8. PeopleGuru reserves the right to change all HR content contained in the HR Support Center Services and to modify, suspend or discontinue the HR Support Center Services or any features or functionality of the HR Support Center Services at any time without notice and without obligation or liability.
- 5.9. Logos, and any other product or service name or slogan contained in the HR Support Center Services are proprietary materials of PeopleGuru and its Third Party Service Providers, and may not be copied, imitated or used, in whole or in part, without the prior written permission of the PeopleGuru or the applicable trademark holder. Customer may not use any metatags or any other “hidden text” utilizing HR Support Center or any other name, trademark or product or service name of the PeopleGuru or its Third Party Service Providers without prior written permission. In addition, the look and feel of the Service or the HR Support Center Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of PeopleGuru and may not be copied, imitated or used, in whole or in part, without PeopleGuru’s prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the HR Support Center Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

5.10. Disclaimer

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY PEOPLEGURU, THE HR SUPPORT CENTER SERVICE AND ITS MATERIALS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. PEOPLEGURU DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE HR SUPPORT CENTER SERVICE, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN.

PEOPLEGURU IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS. WHILE PEOPLEGURU AND ITS THIRD PARTY SERVICE PROVIDERS ATTEMPT TO ENSURE THAT THE INFORMATION PROVIDED IS ACCURATE AND TO MAKE YOUR ACCESS AND USE OF THE HR SUPPORT CENTER SERVICE SAFE, PEOPLEGURU AND ITS THIRD PARTY SERVICE PROVIDERS CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE HR SUPPORT CENTER SERVICE OR THEIR SERVER(S) ARE ACCURATE, COMPLETE, RELIABLE, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS. YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

6. Managed HCM Service Level Agreement.

6.1. This Service Level Agreement ("SLA") sets forth the performance levels PeopleGuru strives to meet for its MHS. If PeopleGuru does not meet a performance level as defined below, and if Customer meets its obligations under this agreement, Customer will be eligible to receive the service credits percentages as defined below. This SLA sets forth Customer's sole and exclusive remedy for any failure by PeopleGuru to meet Customer's expectations, a performance level, or any other PeopleGuru obligation contained herein.

6.2. Customer shall be entitled to monthly fee credits when the monthly Service Accuracy Level falls in the threshold percentages as defined below. Service credits for SLA performance level are:

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| a. 98% or higher | No service credit |
| b. 90% to 97.99% | 10% of Managed HCM Services Monthly Fee |
| c. Under 90% | 15% of Managed HCM Services Monthly Fee |

6.3. Service Accuracy Level Exclusions.

The calculation of Service Accuracy Level shall not include Erroneous Processing Volume due, in part or in whole, to any of the following:

- 6.3.1. Employee and contractor payments with an incorrect net payment amount that is less than \$10 in each instance.
- 6.3.2. Force majeure events that fall outside of PeopleGuru's control.
- 6.3.3. Provision by Customer or Customer Administrator of inaccurate employee, wage, tax, benefits, or other related data necessary for accurate processing.
- 6.3.4. Customer's failure to timely submit payroll data, approve a payroll run, approve a benefit change, provide EINs, or update employee status.
- 6.3.5. Customer's failure to meet its responsibilities, including but not limited to any deadlines, set forth in the relevant Order Form and/or the Terms; or
- 6.3.6. Failure by Customer to review and approve employee master data loads, payroll year-to-date data loads, benefit costing rules, and benefit eligibility rules either during the implementation phase or configuration of: (a) the Customer's PeopleGuru site; or (b) any new EIN(s) or product module(s).

6.4. Customer's Obligation to Notify.

In order to be eligible to receive the applicable Service Credit described above, Customer must notify PeopleGuru of its failure to meet the applicable Service Accuracy Level within thirty (30) days from the end of the applicable measurement period.

7. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT SHALL PEOPLEGURU, ITS AFFILIATES, AND ITS THIRD PARTY SERVICE PROVIDERS OR THEIR DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS (INCLUDING AUTHORIZED RESELLERS) BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE MHS, THE HR SUPPORT CENTER SERVICES (ITS CONTENT, MATERIALS CONTAINED IN OR ACCESSED THROUGH THE HR SUPPORT CENTER SERVICES, AND THE ASK THE PRO FORUM), INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM PEOPLEGURU, ASK THE PRO FORUM, THE HR SUPPORT CENTER SERVICE, (OR VIA THE MHS), OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO PEOPLEGURU'S RECORDS, PROGRAMS OR SERVICES; AND (B) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PEOPLEGURU OR ITS THIRD PARTY SERVICE PROVIDERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE MHS OR TO THESE TERMS EXCEED THE GREATER OF (I) ANY COMPENSATION YOU PAY, IF ANY, TO PEOPLEGURU FOR ACCESS TO OR USE OF THE MHS, OR (II) \$1000.