

Terms & Conditions

Online Purchases

This Master Services Agreement (“Agreement”) governs your use of Options & Choices, Inc. (doing business as Optis®) services. By accepting this Agreement, you agree to the terms of the Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions.

You may not access LeaveXpert® or ADAInteract (“Application”, “Service” or “Services”) for purposes of monitoring service availability, performance or functionality, or for any other benchmarking or competitive purposes.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Optis.

This Agreement was last updated on October 13, 2014. It is effective between you and Optis as of the date of you accepting this Agreement.

THE INITIAL TERM OF COMMITMENT IS ONE (1) YEAR, BEGINNING FROM THE DATE OF PURCHASED SERVICES.

Subscriptions

Services are purchased as user subscriptions and may not be accessed by more than the specified number of users. Additional user subscriptions may be added during the applicable subscription term at the same pricing as that of the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional user subscriptions are added. The added user subscription shall terminate on the same date as the pre-existing subscriptions.

Rights to Use

Optis grants each user a non-transferable and non-exclusive right to use the service on a single computer, provided that they do not copy, modify, create a derivative work of, reverse engineer, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Application. Users agree not to modify the Application in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. Users agree not to access the Service by any means other than through the interface that is provided by Optis for use in accessing the Service.

Return of Your Data – Optis Customer

Upon request by you made within 10 days after the effective date of termination of your LeaveXpert® or ADAInteract subscription, we will make available to you for download a file of your data in a comma separated value (.csv) format. After such 10 day period, we shall have no obligation to maintain or provide any of your data and shall thereunder, unless legally prohibited, delete all of your data in our systems or otherwise in our possession or under our control.

Return of Your Data – LeaveXpert® or ADAInteract Trial User

Any trial user who does not move forward with purchasing LeaveXpert® or ADAInteract will lose their data upon the expiration of their trial period. No data will be saved or available for download.

Document and Attachment File Storage

Each LeaveXpert® or ADAInteract *Essential* edition customer is allowed five (5) gigabytes (GB) of storage for documents and attachments uploaded into the Application. Upon exceeding the threshold of 5GBs, Optis will invoice the customer \$99.00 for an additional 5 GB of storage. Remittance of payment for the invoice is due within 30 days from the invoice date.

Each LeaveXpert® or ADAInteract *Plus* edition customer is allowed ten (10) gigabytes (GB) of storage for documents and attachments uploaded into the Application. Upon exceeding the threshold of 10GBs, Optis will invoice the customer \$198.00 for an additional 10 GB of storage. Remittance of payment for the invoice is due within 30 days from the invoice date.

DISCLAIMER AND LIMITATION OF LIABILITY

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU MUST BE AT LEAST 18 YEARS OF AGE TO USE THE SERVICE.

WITH RESPECT TO THIS WEBSITE AND THE CONTENT THEREIN OR THEREON, EXCEPT AS EXPRESSLY PROVIDED ON OR IN THIS WEBSITE OR IN ANY AGREEMENT INTO WHICH USER OR OPTIONS & CHOICES, INC. (DOING BUSINESS AS OPTIS) MAY ENTER, THERE ARE NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR INDEMNITIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FAILURE TO ACHIEVE PURPOSE, QUIET ENJOYMENT, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY DISCLAIMED. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, OPTIS DISCLAIMS ANY AND ALL LIABILITY FOR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) ARISING OUT OF THIS USER'S USE OF THIS WEBSITE OR ANY INFORMATION FOUND THEREIN OR THEREON, EVEN IF OPTIS HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT, SHALL OPTIS AND ITS DIRECTORS', OFFICERS', EMPLOYEES', AGENTS', CONTRACTORS' AND AFFILIATES' MAXIMUM

COLLECTIVE TOTAL LIABILITY FOR ANY CLAIM WHATSOEVER, INCLUDING CLAIMS FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED ONE HUNDRED DOLLARS.

These exclusions and limitations shall apply to the maximum extent permitted by applicable laws.

WARRANTIES

Each party hereby warrants to the other party that it has all necessary authority to enter into and perform its obligations under this agreement without the consent of any third party or breach of any contract or agreement with any third party. Optis warrants that (i) any services provided hereunder will be performed in a professional manner in accordance with prevailing industry standards; (ii) the services will perform substantially in accordance with any applicable online documentation provided with the services under normal use and circumstances; and, (iii) the functionality of the services will not be materially decreased during the term. Customer's exclusive remedy for any breach of these warranties shall be to terminate in accordance with the terms provided in the mutual indemnification section. To the extent permitted by applicable law, Optis disclaims all other warranties and conditions, express, implied, statutory or otherwise, including those of merchantability, satisfactory quality, title, fitness for a particular purpose and non-infringement except for the infringement indemnification expressly provided in the mutual indemnification section.

Indemnification by Us

We shall defend you against any claim, demand, suit, or proceeding made or brought against you by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property right of a third party (a "Claim Against You"), and shall indemnify you for any damages, attorney fees and costs finally awarded against you as a result of, and for amounts paid by you under a court-approved settlement of, a Claim Against you; provided that you (a) promptly give Optis written notice of the Claims Against you; (b) give Optis sole control of the defense and settlement of the Claims Against you (provided that we may not settle any Claim Against you unless the settlement unconditionally releases you of all liability); and (c) provide to us all reasonable assistance, at our expense. In the event of a claim against you, or if we reasonably believe the Services may infringe or misappropriate, we may in our discretion and at no cost to you (i) modify the Services so that they no longer infringe or misappropriate, without breaching our Warranties under "Warranties", (ii) obtain a license for your continued use of the Services in accordance with this Agreement, or (iii) terminate your user subscriptions for such Services upon 90 days' written notice and refund to you any prepaid fees covering the remainder of the term of such user subscriptions after the effective date of termination.

Indemnification by You

You shall defend Optis against any claim, demand, suit, or proceeding made or brought against Optis by a third party alleging that your data, or your use of the services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or

violates applicable law (a "Claim Against Us"), and shall indemnify us for any damages, attorney fees and costs finally awarded against us as a result of, or for any amounts paid by us under court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give you sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to you all reasonable assistance, at your expense.

Limitation of Liability

Neither party's liability with respect to any single incident arising out of or related to this agreement (whether in contract or tort or under any other theory of liability) shall exceed the lesser of \$500,000 of the amount paid by you hereunder in the 12 months preceding the incident, provided that in no event shall either party's aggregate liability arising out of or related to this agreement (whether in contract or tort or under any other theory of liability) exceed the total amount paid by you hereunder. The foregoing shall not limit your payment obligations under and Fees and Payment section.

Fees

You shall pay all fees specified hereunder. Payments shall be made payable to Options & Choices, Inc. Except as otherwise specified (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of user subscriptions purchased cannot be decreased during the relevant subscription term stated (1 year). User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for that monthly period and the monthly periods remaining in the subscription term.

Invoicing and Payment

Optis will invoice you in advance on an annual basis. ***All commitments are for a minimum of one (1) year.*** You are responsible for providing complete and accurate billing and contact information to Optis and notifying Optis of any changes to such information. Remittance of payment for invoiced charges is due Net 30 days from the invoice date. If payment is thirty-one (31) days past due, your access to the system may be disrupted until payment is received. Payments shall be made payable to Options & Choices, Inc.

Overdue Charges

You shall remit payment within 30 days from the date of Optis' invoice. Any amounts due Optis pursuant to this Agreement but unpaid by you shall accrue interest at the rate of 1.5% per month. Payments shall be made payable to Options & Choices, Inc.

Suspension of Service and Acceleration

If any amount owing by you under this agreement or any other agreement for our services is 31 or more days overdue, we may accelerate your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend our services to you until such amounts are paid in full.

Payment Disputes

We shall not exercise our rights under Overdue Charges or Suspension of Service and Acceleration if you are disputing the applicable charges reasonably and in good faith and a cooperating diligently to resolve the dispute.

Taxes

Unless otherwise stated, our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial federal or foreign jurisdiction. You are responsible for paying all Taxes associated with your purchase hereunder.

Future Disputes

All future disputes between the parties shall be resolved by application by either party to a court of the State of Colorado or of the United States with venue and jurisdiction located in Denver, Colorado. The parties shall attempt in good faith to resolve and disputes that arise.

Modification of Terms

Optis reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

Term

The Initial Commitment Term shall commence on the first day of the purchased service. Following the Initial Commitment Term, this Agreement shall automatically renew for successive one-year Renewal Terms. An annual renewal invoice will be sent to you 45 days prior to your renewal date.

Termination by Non-Renewal

After the Initial Commitment Term of one (1) year, users can terminate use of the system by providing Optis with 30 days written notice.

Copyright

All of the information on this Site, including but not limited to all text, graphics, and software applications, (collectively, "Content"), and all rights in the pages and the screens displaying the pages are owned by Options and Choices, Inc. (dba Optis), protected by copyright under United States laws.

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Users may not modify, reproduce, copy, distribute, transmit, display, publish, sell, license, create derivative works of or use any aspect of the Service or its Content for commercial or public purposes or for any other purpose not expressly permitted by this Agreement.

Trademarks / Servicemarks

Optis™, LeaveXpert®, ADAInteract and WebOPTISSM are registered servicemarks or trademarks of Optis for its proprietary software and services. No materials describing these applications may be produced or distributed without written permission from Optis.

Security

Users are prohibited from violating, or attempting to violate the security of the application and/or service. Security violations include, but are not limited to:

- Accessing information that users are not authorized to view.
- Logging into the service with a Logon Name that is not registered to you.
- Attempting to interfere with service delivery to other customers by intentionally overloading the application or service in any way.
- Attempting to modify the Application in order to breach security.
- Using a modified version of the Application to obtain unauthorized access.

Termination

Optis reserves the right, at its sole discretion, to suspend or terminate User access to the Application at any time and without notice.

Service Level Agreement

This defines the level of service guaranteed by Optis for its LeaveXpert or ADAInteract system.

1. AVAILABILITY AND RESPONSE TIME

1.1 General Availability

Services will generally be available twenty-four (24) hours a day, seven (7) days a week, except during planned, periodic maintenance as described below. Commitments in this Agreement apply to all services delivered by Optis unless explicitly excluded.

1.2 Guaranteed Availability

- 1.2.1 The Service shall be deemed available if the home page is accessible from outside the Optis firewall.
- 1.2.2 The customer shall promptly notify Optis' Customer Service of any instances where end-users cannot access the service.
- 1.2.3 Availability calculations are based on Customer Service hours of operation outlined in Section 2 of this agreement. In order to minimize impact on end-users during peak Services activity times, Optis will coordinate planned downtime with the customer.
- 1.2.4 The Service will be available ninety-nine percent (99%) during Optis' Customer Service operation hours.

1.3 Maintenance

In order to keep the Services running at optimum performance levels and maximum uptime, Optis will conduct regular maintenance on the database, servers, network infrastructure, and applications.

- 1.3.1 Planned weekly maintenance windows
 - 1.3.1.1 Every Wednesday after 7pm Mountain, as required.

- 1.3.1.2 The Wednesday window may be moved to any other day of the week to accommodate service demands, solely at the discretion of Optis management.
- 1.3.1.3 Changes to the periodic maintenance schedule will be communicated to affected customers two (2) business days before the window.
- 1.3.2 Planned quarterly maintenance windows
 - 1.3.2.1 One weekend per quarter from 4pm Mountain on Friday until 5am Mountain the following Monday.
 - 1.3.2.2 Planned quarterly maintenance windows will be communicated to customers two (2) weeks before the window.
- 1.3.3 Emergency maintenance windows
 - 1.3.3.1 Maintenance required during Optis Customer Service hours of operation deemed necessary to meet service delivery commitments or to maintain data security.
 - 1.3.3.2 Emergency maintenance will not exceed eight (8) hours in any given month.

1.4 Disaster Recovery

In the event of a disaster, Optis will activate the Optis Disaster Recovery Plan in order to get Services back online as soon as is commercially feasible.

- 1.4.1 The Services will be available within three (3) business days of the declaration of a disaster.
- 1.4.2 Optis Executive Management authorization is required to activate Optis' Disaster Recovery Plan.
- 1.4.3 The restored system will conform functionally to the service levels listed in this Agreement.
- 1.4.4 The data will be current as of the last backup completed prior to the disaster.

2. CUSTOMER SUPPORT AND ISSUE RESOLUTION

Customer Support will be based on the LeaveXpert or ADAInteract Edition purchased.

- 2.1** LeaveXpert or ADAInteract Essential Customer Support
 - 2.1.1 Customer Support hours of operation are 7am to 4pm Mountain Time, Monday – Friday, excluding Optis holidays and Optis data center closures.
 - 2.1.2 Online help will be provided via the primary application web site.
 - 2.1.3 Email support will be provided via support@optis.com.

- 2.2** LeaveXpert or ADAInteract Plus and Unlimited Customer Support
 - 2.2.1 Customer Support hours of operation are 7am to 4pm Mountain Time, Monday – Friday, excluding Optis holidays and Optis data center closures.
 - 2.2.2 Online help will be provided via the primary application web site.
 - 2.2.3 Email support will be provided via support@optis.com.

- 2.2.4 A designated Optis account representative will be available to those individuals designated as Key Contacts during Customer Support hours of operation.
 - 2.2.4.1 Up to 2 Key Customer Contacts can be designated.
 - 2.2.4.2 Key Customer Contacts will have a designated Optis support resource.

3. ISSUE RESOLUTION

During normal operation of the Services, issues will arise that require the cooperation of all parties to facilitate an efficient, satisfactory resolution.

- 3.1 Issues must be submitted via the Customer Support model outlined in Section 2.
- 3.2 Issues must be within the Optis managed environment, including:
 - 3.2.1 Server hardware, operating system, software, and network infrastructure
 - 3.2.2 Optis developed software
 - 3.2.3 Optis integrated database
 - 3.2.4 Optis information processing routines
 - 3.2.5 Optis managed vendors
- 3.3 Issues must be verified and replicable by Optis
- 3.4 Issues will be acknowledged, verified, assessed, and classified within one (1) business day.
- 3.5 Release dates for issue resolutions will be established based on the table below and completed during a planned maintenance window as outlined in Section 1.3.

Classification	Description	Resolution
Critical	Service unavailable at Optis monitoring location, security breach, or data integrity	Within 1 Business Day
Urgent	Affects more than 75% of LeaveXpert users and Occurs more than 70% of the time	Within 2 weekly maintenance windows
Major	Affects more than 50% of LeaveXpert users and Occurs more than 50% of the time	Within 2 quarterly maintenance windows

4. DATA

Any data feeds received and managed by Optis will adhere to the following standards:

- 4.1 Data will be loaded into the database within one (1) business day from receipt of a complete, verified data feed.
- 4.2 Data vendors will be notified of invalid data feeds within one (1) business day of receipt.