

PLANSOURCE BENEFITS ADMINISTRATION, INC.
SOFTWARE LICENSE AGREEMENT

This SOFTWARE LICENSE AGREEMENT (the "Agreement") is made and entered into this ____ day of July, 2014 (the "Effective Date"), by and between PLANSOURCE BENEFITS ADMINISTRATION, INC., a Florida corporation, with its principal office located at 101 S. Garland Ave, Suite 203, Orlando, Florida 32801 ("PlanSource") and THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA a body corporate under the laws of the state of Florida, with its principal place of business located at 1960 Landings Boulevard, Sarasota, Florida 34231 ("End User"). This Agreement supersedes and replaces any and all previous agreements between the parties.

WHEREAS, PlanSource has developed and owns a certain web-based software application for providing implementation services and certain employee enrollment and communication services to employers, as further described below (the "Software"); and

WHEREAS, End User wishes to obtain a non-exclusive license to use the Software, and PlanSource is willing to grant such license in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, it is hereby agreed as follows:

1. **Definitions.**

- a. "Authorized User" means any person whom End User authorizes use of the Software through End User's account, such as End User's employees, agents, affiliates, consultants, or contractors. End User and End User's Authorized Users are the only persons authorized to access the Software through End User's account(s). End User shall be solely responsible for providing login credentials to each Authorized User and maintaining the confidentiality of Authorized User's login credentials, or any other method that is provided that enables access to the Software to ensure that unauthorized third parties do not access End User's account. End User will immediately notify PlanSource if End User becomes aware of any unauthorized use of End User's account or any other breach of security. End User shall also be responsible for Authorized Users' compliance with this Agreement and shall be responsible for any acts, omissions and failures to comply with this Agreement by any Authorized User, to the same extent that End User would be liable under this Agreement for its own acts, omissions and failures to comply.
 - b. "Documentation" means any description of the Software's specifications, features, interface, operating environment, requirements and uses, including any end user instructions, installation instructions or other instructional material about the proper operation of the Software.
 - c. "Licensed Property" means the Software and the Documentation.
 - d. "Software" means Licensed Property that is classified as part of the PlanSource platform, the source code (machine executable) version of the PlanSource platform, including any components of the Software that interface and communicate with the PlanSource server, or, in the case of migration, communicate with the applicable server, and any ancillary data files, modules, libraries, tutorial or demonstration programs or other components and copies of any of the foregoing or portions thereof, together with any updates, modifications or enhancements owned and provide by PlanSource to End User pursuant to this Agreement.
2. **Grant of License.** Subject to the terms and conditions of this Agreement, PlanSource hereby grants End User during the term of this Agreement a revocable, non-exclusive, non-transferable, non-sublicensable limited right and license(s) to permit Authorized Users to access the PlanSource portals (through online access) to enter, modify, view, display, download, transmit, reproduce and otherwise process End User Data and the results thereof, and to perform the other functions included within the Software.
3. **Restrictions.** Except as expressly permitted in this Agreement, End User shall not, and shall not permit any other party to, (i) copy or modify the Software or any portion thereof, or (ii) decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine the source code (or the underlying ideas, algorithms, structure or organization) of the Software, or (iii) use the Software for any purpose other than its intended business use.
4. **Ownership.** PlanSource shall retain all right, title and interest (including without limitation, all copyrights and registrations, patents, and applications, service marks, trademarks, trade secrets and other intellectual property rights) in and to the Software (including all modifications and enhancements thereto) and all confidential and proprietary support and training methods and materials provided by PlanSource. Except for the license(s) granted pursuant to this Agreement, End User shall not acquire any interest in or to any of the aforementioned items.

5. End User Data.

- a. *Ownership.* Unless otherwise specified, End User retains ownership of any data or other content or information, both in hard copy and electronic format (collectively, "End User Data") that End User provides to PlanSource under this Agreement. End User hereby grants to PlanSource a royalty-free license to use, copy, reproduce, display, and transmit the End User Data for the purposes of facilitating End User's use of the Software and for the provision of related services. End User will own the reports and output generated with the End User Data through access to the Software in accordance with this Agreement. Upon request, End User will provide PlanSource with all necessary End User data reasonably required by PlanSource to perform its duties under this Agreement. End User Data provided to PlanSource or entered into the Software is Confidential Information of End User. End User and PlanSource will be responsible for, and will follow good industry practices for, safeguarding and maintaining the confidentiality of the End User Data and will comply with all applicable data protection and privacy laws with respect to any End User Data.
- b. *Instructions.* End User hereby authorizes PlanSource to rely and act upon instructions transmitted electronically through End User's data entry system, or any other similar electronic instruction system approved by PlanSource. End User also authorizes PlanSource to rely and act upon written instructions received by PlanSource via U.S. Mail or other similar carrier/delivery services, or a facsimile transmission device which PlanSource believes to be given by End User or Authorized Users.
- c. *Reliance on End User Data.* PlanSource will assume that any and all End User Data and other requested information provided to PlanSource by End User and/or Authorized User is complete and accurate and PlanSource is under no duty to review, edit, censor, control or question the completeness or accuracy of such information. PlanSource will not be responsible for any losses or expenses that arise due to submission of incorrect or incomplete End User Data by End User and/or Authorized User. End User understands that an additional fee may be required if PlanSource is required to take corrective action resulting from the submission of inaccurate or untimely information.
- d. *End User Data Exchange.* End User hereby authorizes PlanSource to provide and exchange End User Data and other information with End User's payroll provider, insurance provider(s), broker of record, auditor, legal counsel, third party administrator(s), or other agent or representatives of End User for any such purpose as contemplated by this Agreement and as permitted by law. End User may revoke any authorization granted hereunder at any time by providing written notification to PlanSource.
- e. *Beneficiary Documents.* End User understands that it is the sole responsibility of End User to maintain legally binding beneficiary documents. End User will be responsible for maintaining certain documents regarding employee eligibility for insurance coverage as required by the applicable insurance carrier. These documents will be permanently maintained by End User and will be provided to the insurance carrier by PlanSource upon request. PlanSource will at no time be held liable for discrepancies between the beneficiary data maintained in the Software and the information on file with either End User or any insurance carrier.
- f. *System/Usage Audit.* End User hereby grants PlanSource permission to conduct system audits and usage audits of, and conduct maintenance on, the Software, during which time PlanSource is entitled to access the End User Data.
- g. *Return of End User Data.* At the time of termination of this Agreement, PlanSource, upon request, will provide End User with data limited to employee census data, dependent census data, and employee benefit health and welfare election data of End User in an a reasonably accessible industry standard format utilized by PlanSource at the time of request. End User Data will not include any system configuration performed on behalf of End User or any PlanSource content, business rules or other information or data which is either directly or indirectly built into or otherwise utilized in or for the Software. In the alternative and by written request of End User, PlanSource may dispose of or destroy End User Data. PlanSource reserves the right to charge for any End User Data provided to End User by PlanSource in a format other than the standard format utilized by PlanSource at the time of End User's request.
- h. *End User Acknowledgement.* Except as provided elsewhere in this Agreement, End User acknowledges and agrees that PlanSource has no duty or liability in connection with the retention of End User Data for any reasons or purposes, including, but not limited to, End User's compliance with federal, state, administrative or local laws or regulations that may apply to retention of such records.

6. Fees and Payment.

- a. *Service Fees.* The Service Fees for the Software, together with all other payment terms and conditions, are set forth in the attached Exhibit B. End User may elect to participate in the PlanSource Advantage (“PSA”) Program by adding lines of coverage through one or more PlanSource preferred carrier partner. Fees under any PSA Program are subject to End User qualifying for and maintaining participation in any respective PSA Program. In the event End User no longer qualifies for participation in any respective PSA Program, PlanSource’s standard Service Fees shall apply. The Service Fees outlined in Exhibit B are subject to expiration after sixty (60) days following the date this Agreement is sent to End User if the Agreement is not executed. All reasonable and customary travel, if any, will be billed at actual cost to End User.
- b. *Adjustments.* Upon completion of the Initial Term, the Service Fees may be increased annually by an amount equal to the change in the Consumer Price Index, published by the United States Bureau of Labor Statistics. If End User elects services in addition to those provided with the Software or otherwise provided in this Agreement, such services and applicable fees shall be added to this Agreement by written amendment.
- c. *Payment.* Notwithstanding anything to the contrary set forth in Exhibit B, PlanSource will submit to End User a monthly invoice with Service Fees calculated as of the fifteenth (15th) of each month. Upon receipt, End User will pay each monthly invoice to PlanSource pursuant to Florida’s Local Government Prompt Payment Act, Section 218.70 et seq., Florida Statutes. In addition, PlanSource, without waiving any other rights or remedies to which it may be entitled, will have the right to suspend or terminate End User’s access to the Software until such payment is received and may seek collection of all amounts due, including reasonable attorney’s fees and costs of collections. PlanSource will have no liability to End User for any such suspension or termination of the Software under this Section 6(c).
- d. *Third Party Payor.* In the event End User’s broker of record (“Broker”) agrees to pay any of the Service Fees set forth in Exhibit B on behalf of End User, End User will ensure that Broker is familiar with and understands all payment terms, conditions, obligations and responsibilities otherwise pertaining to End User under this Agreement. Notwithstanding, End User acknowledges and understands that Broker’s payment of any Service Fees will not in any way relieve End User from any of its payment obligations to PlanSource under the Agreement. Accordingly, in the event Broker fails to pay any invoice within sixty (60) days following receipt thereof, PlanSource will invoice End User for any unpaid amounts and End User will remit full payment to PlanSource within fifteen (15) calendar days thereof.

7. Confidentiality.

- a. *Confidential Information.* “Confidential Information” will mean any information identified by either party as “confidential” and/or “proprietary”, including non-public information related to the disclosing party’s business, employees, service methods, software, documentation, financial information, prices and product plans. All nonpublic information, documentation and material incorporated in, related or referring to the Software (including trade secrets) or the terms of this Agreement (referred to herein as “PlanSource Confidential Information”) whether created by PlanSource, End User or any other third party, is the confidential and proprietary property of PlanSource.
- b. *Use.* A party receiving Confidential Information (the “Receiving party”) will maintain the confidentiality of all Confidential Information of the party disclosing the Confidential Information (the “Disclosing party”) and will not release, disclose, divulge, sell or distribute any Confidential Information, without the prior written consent of the Disclosing party. The Receiving party may only use and copy the Disclosing party’s Confidential Information as is necessary to carry out its activities contemplated by this Agreement and for no other purpose. The Receiving party may disclose the Disclosing party’s Confidential Information to its employees and/or agents on a “need to know basis”, provided that it will first instruct such employees to maintain the confidentiality thereof. Both parties agree to destroy all Confidential Information obtained under this Agreement or, upon request, return any documents or materials provided to the other within thirty (30) days after termination of this Agreement; provided, however, that a party may maintain one archival copy of such documents and materials for record retention purposes.
- c. *Exclusions.* Disclosure of Confidential Information will be permitted if such Confidential Information is required to be disclosed by law or by any rule, regulation or final order or judgment of a court of competent jurisdiction, and in such case the party receiving such order will immediately notify the Disclosing Party of such request, including all details with respect to what Confidential Information is being sought. The parties will fully cooperate with one another to attempt, if possible, to prevent the disclosure, or to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded to such Confidential Information prior to disclosing such Confidential Information.
- d. *Injunctive Relief.* The parties acknowledge and agree that any breach of the terms of this Section 7 will cause irreparable harm and damage to the aggrieved party. The parties further agree that each party will be entitled to injunctive relief to

prevent breaches of this Section 7, and to specifically enforce the terms and provisions of this Section 7, in addition to any other remedy to which such party may be entitled, at law or in equity.

8. **PSP Services.** End User may elect certain third party administration services (i.e., COBRA, FSA) through one of PlanSource's preferred service providers ("PSP"). Such services shall be provided pursuant to a separate agreement or arrangement ("PSP Agreement") between PSP and End User. End User understands and agrees that PlanSource is in no way deemed a party to, or has any responsibility, obligations or liability under, any PSP Agreement. End User hereby authorizes and requests that PlanSource provide PSP access to the End User Data made available through the PlanSource system and allow PSP to perform certain functions solely for the purpose of allowing PSP to perform its objectives under any PSP Agreement. End User may revoke any authorization granted to PSP hereunder at any time by providing written notification to PlanSource. End User agrees to protect, defend, hold harmless and indemnify PlanSource and its employees and agents from and against any and all losses, liabilities, deficiencies, penalties, fines, costs, damages and expenses (including reasonable attorney fees) that may be suffered or incurred by PlanSource arising from or related in any way from the services provided to End User under any PSP Agreement.

9. **Implementation Commitment Agreement.** In order to guarantee successful implementation and enhanced sustainability of the Software, End User must comply with certain implementation commitments and obligations outlined in the Implementation Commitment Agreement attached hereto as Exhibit C. End User will be required to review and execute the Implementation Commitment Agreement prior to the onset of its implementation period.

10. **Term and Termination.**
 - a. *Term.* The term of this Agreement shall begin on the Effective Date and shall continue for a period of three (3) years (the "Initial Term"). Upon completion of the Initial Term, this Agreement will automatically renew for additional successive one (1) year periods, unless either party gives written notice of termination to the other party as required under this Section 10.

 - b. *Termination by Mutual Consent.* The parties may terminate this Agreement at any time by mutual written consent.

 - c. *Termination for Convenience.* Notwithstanding anything to the contrary in this Agreement, either party may terminate this Agreement at any time for any reason with at least ninety (90) days prior written notice to the other party.

 - d. *Termination for Breach.* Either party may terminate this Agreement at any time in the event the other party breaches a material provision of this Agreement and such breach is not cured within thirty (30) days following receipt of written notice of such breach. In addition, PlanSource shall have the right, at any time, to immediately terminate this Agreement in the event End User:
 - i. has not submitted payment of any Service Fees within thirty (30) days of the invoice date, provided that PlanSource will first provide End User with fifteen (15) days advance written notice and an opportunity to cure any nonpayment;
 - ii. utilizes the Software in any manner and for any reason other than its intended purpose;
 - iii. is the subject of a voluntary or involuntary bankruptcy, insolvency, or liquidation proceeding or makes an assignment for the benefit of creditors; or
 - iv. fails to provide PlanSource with any reasonably required information necessary for PlanSource to perform its obligations hereunder within fifteen (15) days of written notice to End User outlining in detail the information that is being requested.

 - e. *Effect of Termination.* Upon termination or expiration of this Agreement, all licenses and rights granted to End User hereunder will immediately terminate and End User will immediately cease use of the Software and of the PlanSource Marks.

 - f. *Remedies.* PlanSource and End User hereby agree that it would be extremely difficult to ascertain the amount of actual damages arising out of a breach by End User of its obligations set forth in this Section 10. Accordingly, in the event End User breaches this Section 10 by terminating this Agreement in any way other than as permitted hereunder, End User agrees to pay to PlanSource, as liquidated damages and not as a penalty, an amount equal to the last six (6) months aggregate Service Fees. Such liquidated damages shall be in addition to and without limitation of any rights or remedies which PlanSource may have hereunder or at law or in equity arising out of or related to any other breach by End User of its obligations under this Agreement.

11. Disclaimer of Warranties.

- a. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PLANSOURCE PROVIDES THE SOFTWARE "AS IS" AND WITH ALL FAULTS, AND MAKES NO REPRESENTATION OR WARRANTIES OR CONDITIONS OF ANY KIND CONCERNING THE SOFTWARE OR ITS USE, ACCURACY, OR FUNCTION AND HEREBY SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED OR OTHERWISE, WITH REGARD TO THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, MERCHANTABILITY, QUALITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PLANSOURCE OR A PLANSOURCE REPRESENTATIVE WILL CREATE A WARRANTY.
- b. END USER UNDERSTANDS AND AGREES THAT THE USE OF THE SOFTWARE MAY FROM TIME TO TIME BE INTERRUPTED, AND PLANSOURCE MAKES NO WARRANTY OR REPRESENTATION TO END USER THAT THE SOFTWARE WILL BE FUNCTIONAL, ERROR FREE AND AVAILABLE AT ALL TIMES. NOTWITHSTANDING THE FOREGOING, SCHEDULED MAINTENANCE MAY OCCUR FROM TIME TO TIME, OF WHICH PLANSOURCE WILL NOTIFY END USER AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE. THE SOFTWARE WILL BE OPERATIONAL 98.00% OF THE TIME. "DOWNTIME PERIOD" WILL NOT INCLUDE INTERMITTENT DOWNTIME FOR PERIODS OF LESS THAN TEN (10) CONSECUTIVE MINUTES, SERVICE SUSPENSION, OR SOFTWARE 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 END USER, PERFORMANCE ISSUES RESULTING FROM END USER'S EQUIPMENT AND/OR THIRD PARTY EQUIPMENT, OR FAILURE OF THIRD PARTY SOFTWARE. END USER WILL 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.
- c. THE SOFTWARE IS DESIGNED TO INTEGRATE AND/OR BE USED IN CONJUNCTION WITH THIRD PARTY PROVIDERS THROUGH WEB SERVICES. PLANSOURCE ASSUMES NO LIABILITY AND MAKES NO WARRANTY OR GUARANTEE REGARDING THE APPLICATION OR EFFECTIVENESS OF THE SOFTWARE WHEN USED IN CONJUNCTION WITH THESE PRODUCTS OR WHETHER OR NOT SUCH INTEGRATION OR USE MIGHT INTERFERE WITH THE OPERATION THEREOF. END USER AGREES TO HOLD PLANSOURCE HARMLESS IN ALL MATTERS RESULTING FROM THE INTEGRATION OR USE OF THE SOFTWARE WITH THIRD PARTY PROVIDERS.

12. Indemnification.

- a. To the extent permitted by law, End User hereby agrees to hold harmless, defend and indemnify PlanSource, its stockholders, officers, directors, employees and agents from and against any and all debts, claims, causes of action, liabilities, expenses (including court costs and attorneys' fees) and suits, of whatsoever kind or nature, whether in law or in equity, asserted by any third party whatsoever arising out of, relating to, or in connection with: (i) End User's breach or violation of any of the provisions of this Agreement; (ii) any use, modification, or enhancement of the Software by End User; (iii) any misdirection or inaccuracy of any and all data and information provided by End User, its affiliates, employees, agents, and/or assignees for or on behalf End User and from any action, inaction or consequence arising out of such misdirection or inaccuracy of any data or information or (iv) any misuse, abuse, hostile transmission, fraud, or unlawful action arising from or related to the use of the Software by End User and/or any related third party.
- b. PlanSource agrees to indemnify and hold harmless End User, its stockholders, officers, directors, and employees ("End User Indemnitees") from and against any and all claims and suits including reasonable court costs and attorney's fees for or by reason of the infringement of any third party's intellectual property rights arising from or related to End User's authorized use of the Software. In the event that End User Indemnitees seek indemnification under this Section 12(b), it will give written notice to PlanSource promptly after End User Indemnitees becomes aware of the facts giving rise to such claim for indemnification, and in any event within one hundred and eighty (180) days, specifying in reasonable detail the factual basis of such claim and stating the amount of damages.

13. Limitation of Liability. NOTWITHSTANDING ANY OTHER TERM OR PROVISION OF THIS AGREEMENT, OTHER THAN ITS INDEMNIFICATION OBLIGATION PURSUANT TO PARAGRAPH 12(B), IN NO EVENT WILL PLANSOURCE BE LIABLE FOR ANY EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INFORMATION OR OTHER PECUNIARY LOSS, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE

POSSIBILITY OF SUCH DAMAGE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE MAXIMUM TOTAL LIABILITY OF PLANSOURCE TO END USER WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE GREATER OF (i) THE TOTAL AMOUNT PAID BY END USER FOR THE SOFTWARE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE LOSS, OR (ii) \$50,000.00. THIS REMEDY WILL BE END USER'S SOLE AND EXCLUSIVE REMEDY.

14. **Dispute Escalation and Resolution.** The parties agree that in the event of a dispute or disagreement, the parties will attempt in good faith to informally resolve any disputes or disagreements arising out of or relating to this Agreement. The aggrieved party will notify the other party in writing of the nature of the dispute with as much detail as possible. Each party will designate a representative with full authority to address and/or resolve the dispute or disagreement. The designated representatives will meet (in person or by telephone) within fifteen (15) business days after the date of the written notification to reach an agreement about the nature of the dispute or disagreement and the corrective action to be taken by the respective parties. If the designated representatives do not meet or are unable to agree on corrective action, the parties will have thirty (30) days within which to institute a one-day mediation with a third party mediator mutually agreeable to both parties. The cost of such mediation will be shared by the parties, exclusive of any reasonable attorneys' fees, if any. Except as otherwise specifically provided, neither party will initiate legal action to enforce its rights unless and until this dispute resolution procedure has been substantially complied with or waived. Failure of a party to fulfill its obligations in this Section 14, including failure to meet timely upon the other party's notice, will be deemed such a waiver. Nothing in this Section 14 will effect, abrogate, or act as a waiver of either party's rights to terminate this Agreement as outlined in Section 10, nor will this Section 14 eliminate nor inhibit PlanSource's rights and/or remedies in law or equity to collect any outstanding balances due and owing for any PlanSource services rendered to End User hereunder.
15. **Non-Solicitation.** During the term of this Agreement and for one (1) year after any termination of this Agreement, End User will not, without the prior written consent of PlanSource, either directly or indirectly, on End User's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by PlanSource.
16. **Excusable Delay.** Neither PlanSource nor End User will be deemed to be in default of any provision of this Agreement or for any failure in performance, resulting from acts or events beyond the reasonable control of PlanSource or End User, as the case may be. For purposes of this Agreement, such acts will include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, terrorism, strikes, fires, hurricanes, other catastrophes, or other such major events beyond PlanSource's or End User's reasonable control. If End User's ability to transfer funds to third parties has been materially negatively impacted by an event beyond End User's reasonable control, including, but not limited to, failure of banking clearing systems or a state of emergency, then End User will make every reasonable effort to make payments on a timely basis to PlanSource, but any delays caused by such condition will be excused only for the duration of such condition. Subject to the foregoing, such excuse for delay will not in any way relieve End User from any of its obligations as to the amount of money that would have been due and paid without such condition.
17. **Media Releases.** Except for any announcement intended solely for internal distribution by either party or any disclosure required by legal, accounting, or regulatory requirements, all media releases, public announcements, or public disclosures, including promotional or marketing material, by either party or its employees or agents which includes references to the other party or the Marks of the other party will be coordinated with and approved in writing by the other party prior to the release thereof.
18. **Independent Contractors.** The parties are independent contractors under this Agreement and nothing in this Agreement will be construed to create any partnership, joint venture, employment or agency relationship whatsoever as between PlanSource and End User. Neither party will, by reason of any provision herein contained, be deemed to be the partner, agent or legal representative of the other party nor to have the ability, right or authority to assume or create, in writing or otherwise, any obligation of any kind, express or implied, in the name of or on behalf of the other party
19. **Entire Agreement.** This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior or contemporaneous verbal or written agreement or understanding with respect to the subject matter hereof. This Agreement may only be amended, modified or supplemented by a written agreement signed by both of the parties. Each of the exhibits attached hereto are incorporated by reference into the Agreement as if fully stated herein. In the event of any inconsistency or conflict between the term or condition of any exhibit hereto or any transactional or other document issued in connection herewith, the terms and conditions of this Agreement shall, in all instances, govern and control.
20. **Applicable Law and Venue.** This Agreement will be governed by, construed and enforced under the laws of Florida, excluding statutes related to conflict of laws between different jurisdictions. Venue for any actions between the parties will be in Sarasota County, Florida.

PLANSOURCE

21. **No Waiver.** The failure of either party to insist upon strict performance of any of the provisions of this Agreement will in no way constitute a waiver of any of its rights as set forth herein, at law or equity, or a waiver by either party of any other provision or subsequent default by the other in the performance of or compliance with any of the terms and conditions set forth herein.
22. **Successors and Assigns.** A party may not assign this Agreement without the prior written consent of the other party, such consent not to be reasonably withheld. This Agreement will inure to the benefit of and be binding upon PlanSource and End User and their respective legal successors and permitted assigns.
23. **Survival.** All obligations of PlanSource and End User which expressly or by their nature survive expiration or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding such expiration or termination and until they are satisfied or by their nature expire.
24. **Notices.** All notices and other communications which are required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if hand-delivered, faxed, email or mailed by either registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, receipt confirmed. Notices so given will be effective upon receipt by the party to which notice is given, or on the fifth (5th) day following mailing, whichever occurs first.
25. **Severability.** In the event that any provision of this Agreement (or any portion thereof) is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired hereby.
26. **No third party rights.** No rights to any third party are created by this Agreement and no person not a party to this Agreement may rely on any aspects of this Agreement notwithstanding any representations, written or oral, to the contrary.
27. **Electronic Communications.** When End User accesses the Software, visits the PlanSource website, and/or sends PlanSource e-mails, End User is communicating with PlanSource electronically. In so doing, End User consents to receive communications from PlanSource electronically. PlanSource will communicate with End User by e-mail or by posting notices on the PlanSource website. End User agrees that all agreements, notices, disclosures and other communications that PlanSource provides to End User electronically satisfy any legal requirement that such communication be in writing. The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature will be legally binding to the same extent as a written signature by a party's authorized representative.
28. **Counterparts.** This Agreement may be executed by the parties in separate counterparts of which when so executed and delivered will be original, but all such counterparts will together constitute one and the same instrument.
29. **No Legal Advice.** It is understood and agreed that the services provided to End User hereunder do not include and PlanSource does not provide, investment, tax or legal advice. If the End User requires legal or other expert advice, End User should consult its own legal counsel.
30. **Other Terms and Conditions.** Additional notices, terms, and conditions, including, without limitation, PlanSource's Terms of Use www.plansource.com/about/terms, PlanSource's Privacy Policy www.plansource.com/about/privacy-policy, PlanSource's HIPAA Privacy Policy www.plansource.com/about/hipaa-privacy and PlanSource's Business Associate Agreement www.plansource.com/legal/HIPAA_BAA.pdf (if applicable) may apply to your use of the Software. In particular, to the extent required by applicable law, PlanSource, per the terms of its Business Associate Agreement, will comply with its privacy and security obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). End User, to the extent applicable to End User, agrees to abide by any such other notices, terms, and conditions as stated herein. If there is a conflict with this Agreement, PlanSource's obligations, if any, with respect to its services and/or products are governed solely by the terms, conditions, notices, and agreements pursuant to which they are provided, and nothing should be construed to alter such terms, conditions, notices, and agreements.

PLANSOURCE.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its duly authorized representative as of the date written above.

PLANSOURCE BENEFITS ADMINISTRATION, INC.

THE SCHOOL BOARD OF SARASOTA COUNTY,
FLORIDA

By: _____
Dayne Williams, CEO

By: _____
Print Name: _____

Title: _____

Date: _____

Date: _____

Document Approved for Legal Content
July 17, 2014 by Matthews Eastmoore
Attorneys for the School Board of Sarasota
County, Florida
Signed: ASH

**EXHIBIT A
SUMMARY GENERAL RESPONSIBILITIES (OUTSOURCED)**

1. PlanSource will:

- Provide a benefits administration portal with functionality including but not limited to: new hire processing, open enrollment processing, evidence of insurability, ad hoc reporting, life event processing, employment status changes, premium billing reporting, data import and export functionality, and data export history viewer.
- Provide employee self-service tools including enrollment and life event changes and confirmation statements.
- Consult with End User on configuration questions, strategies and needs.
- Work and consult with End User to understand its needs, gather requirements and implement End User on the Software during the initial implementation and any subsequent implementation of the PlanSource system (collectively "Implementation") and annual open enrollment using the following steps:
 - Assisting End User with completing the Pre-Implementation/Renewal Requirements and End User Implementation Guide/Renewal Configuration Report Updates.
 - Configuring the Software for End User specific business rules, benefit plans, costs and content within current core system functionality.
 - Importing End User employee demographic and dependent data via the PlanSource provided spreadsheet (not applicable for annual enrollment).
 - Collecting and posting benefit content for End User employee self-service enrollment.
 - Conducting testing on new configured sites and coordinating user acceptance testing with End User.
 - Confirming accuracy of End User configuration prior to activation or "go live" date.
- Provide timelines for Implementation and open enrollment and adjust End User expectations if stated deadlines are not met.
- Train End User on use of the Software.
- Respond to support calls from End User.
- Provide consolidated bill presentment for End User.
- Provide PlanSource system maintenance and enhancements.
- Construct and test interfaces with carriers and providers to facilitate transmission of electronic eligibility files as detailed in Exhibit B. *(Subject to carrier/provider ability to accept file transmissions)*
- Evaluate and process the first two (2) discrepancy reports generated by insurance carriers after a file has been put into production.
- Train End User on discrepancy report management generated by each applicable insurance carrier.
- Construct interfaces with approved payroll/HRIS providers and/or systems to facilitate transmission, both inbound and outbound, of employee demographic data. Additional fees as detailed in Exhibit B may apply.

2. End User will:

- Commit dedicated resources to meet implementation/renewal timelines.
- Work and consult with the PlanSource team to gather requirements and implement the Solution during Implementation and annual open enrollment using the following steps:
 - Completing Pre-Implementation Package or Renewal Requirements and End User Implementation Guide/Renewal Configuration Report Updates.
 - Collecting and posting benefit content for End User employee self-service enrollment.
 - Confirming accuracy of End User configuration prior to activation or "go live" date.
 - Creating and maintaining all self-service reports in the PlanSource Report Center.
- Train administrators and employees on the Solution and provide ongoing training as needed.
- Implement and document administrative processes specific to End User's organization and plans.
- Assist in negotiations with End User-specific insurance carriers and providers in order to facilitate "Self-Bill" End User billing process and electronic eligibility data feeds.
- Provide benefit content for employee decision support on the Solution.
- Promptly report and cooperate with PlanSource in resolving any issues, challenges or concerns related to the PlanSource Services and/or the Solution.
- Work with PlanSource in updating current and future documentation as needs and modifications to End User occur, including at annual open enrollment.
- Participate in scheduled status call with PlanSource to review status of End User Implementations and open projects.

PLANSOURCE

- Attend all PlanSource system training as required during Implementation and on an ongoing basis as directed by your PlanSource team members.
- Test the PlanSource system prior to launch and annually at open enrollment and report any issues identified to PlanSource.
- Provide accurate employee demographic and coverage data for importing into the Solution.
- Approve and accept the configuration of the Solution and verify accuracy of End User data.
- Monitor the enrollment progress of any open enrollment/new hire enrollments and acquisition or merger enrollments on an on-going basis.
- Manage all employee demographic and coverage data during Implementation to keep the PlanSource system in sync with HRMS, carrier system(s) and other 3rd party systems.
- Manually update carrier and providers with any adds, terminations or changes during Implementation and once the PlanSource system is live but data feeds are not yet established.
- Manage on-going administration including but not limited to processing for employee life events evidence of insurability, and student/dependent age verification.
- Receive and respond to support calls from employees.
- Respond to and manage PlanSource system notifications and tickets.
- After first two (2) production files have been processed and training has been provided on discrepancy process, manage carrier data discrepancies reports and related issues post Implementation.
- Review and provide PlanSource with End User requested updates to benefits administration system page content.
- Where End User is utilizing a PSA Partner and where such agreement with the specific PSA Partner includes Premium Management, allow PlanSource to bill and collect premium dollars from End User via ACH and remit to carrier on behalf of End User.

**EXHIBIT B
SERVICE FEE SCHEDULE**

1. **Per Eligible Employee Per Month (“PEPM”) Service Fee:** \$2.00 PEPM
2. **End User Implementation Fee:** \$5.00 per employee (\$1200 minimum per End User) which includes
 - Multi-carrier set-up and system configuration for up to 8 carriers
 - 834 HIPAA Compliant Eligibility Files
 - PlanSource standard or enhanced change reports
 - Broker feeds – PSA Carriers and PlanSource COBRA/FSA Brokers
 - Coverage Import for PSA Carriers

The Implementation Fee will be invoiced and payable at the beginning of the Implementation period for groups where PlanSource configures the system. PlanSource reserves the right to adjust the Implementation Fee if there is a variance of more than 5% from the estimated employee headcount to the actual employee headcount at the time of system “go live.” Once Implementation is complete and End User signs off, PlanSource will allow up to four (4) hours of additional configuration and/or data clean-up. PlanSource will bill any additional configuration and/or data clean-up work in accordance with Section 8 below

3. **End User Data Conversion:** \$750.00 if End User transitions onto the Software and wishes to convert existing coverage and dependent information for non-PSA carriers. No additional fee will apply if End User prepares dependent and current coverage data for import in a format provided by PlanSource.
4. **834 HIPAA Compliant Eligibility Files Fee:** Applies any time there are plan changes, including, but not limited to, at Annual Enrollment.

# Employees	Fee Per Feed
1 – 100	\$150*
101 – 500	\$250
501 – 1,000	\$500
1,000 – 2,000	\$1000
2,000+	\$2500

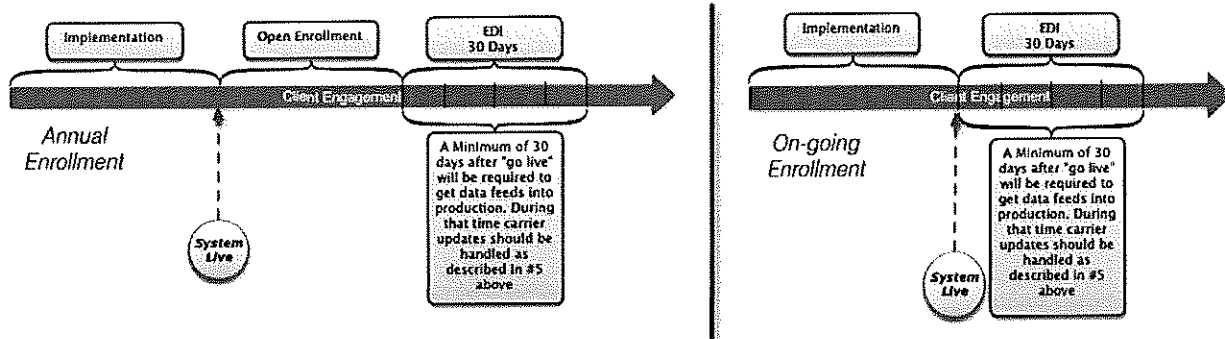
** If the feed already exists and group can be added, otherwise, groups with fewer than 100 employees will be required to use the standard excel format.*

5. **Standard Feeds:** \$0.00 for standard PlanSource feed formats for FSA, COBRA, payroll, ancillary providers and other 3rd party providers.
6. **Custom Feeds:** \$500-\$2500, based on complexity, for other requested custom feeds, imports or interfaces. Custom feeds requiring more than twenty-five (25) hours of development work will be scoped and quoted individually. Changes to custom feeds at open enrollment due to plan changes will be billed in accordance with Section 8 below.
7. **Annual Enrollment Configuration:** \$500-\$1500, based on complexity and additional charges may apply where reconfiguration requires more than twenty-five (25) hours or in the event that renewal information is submitted less than two weeks from requested open enrollment period.
8. **Additional Service Fees:** \$150.00 per hour for any services that PlanSource reasonably determines, to be outside the scope of this Agreement.

**EXHIBIT C
IMPLEMENTATION COMMITMENT AGREEMENT**

In order to ensure a successful Implementation Period, End User must comply with the implementation commitments and obligations set forth below. Failure to comply with these requirements may cause a delay in or rescheduling of the Implementation Period and additional fees may apply.

1. **Knowledgeable Resource(s).** At the onset of the Implementation Period and any time thereafter, End User must be prepared to answer questions and provide information to PlanSource regarding End User’s employee benefits and administration policies.
2. **Time Commitment.** A minimum time commitment of 5-10 hours per week will be necessary during the Implementation Period. Most End Users should expect to “go live” with an enrollment-ready System within four (4) weeks following the Implementation Kick-off Call.
3. **Complete PlanSource System Training.** In order to be fully prepared for System testing and to successfully manage employee benefits, End User’s Benefit Administrator(s) must attend both PlanSource general System training webinars and End User specific training once End User’s site is configured.
4. **System Acceptance.** Once the System has been tested and approved by End User’s authorized representative, PlanSource will notify End User of the System’s availability for use by End User’s employees and administrators and End User will be required to sign a System Acceptance Form.
5. **Electronic End User Data Integration (“EDI”) Feed Participation.** During EDI Implementation, End User will work to resolve any discrepancies between PlanSource and End User’s carriers/vendors. End User’s Benefit Administrator will be responsible for updating the carrier/vendor and the PlanSource System during this time. PlanSource will provide End User enrollment changes via a spreadsheet which may be used to update elections with its carriers/vendors.



End User Implementation Process

End User wishes to begin its Implementation Period: As soon as possible
 Beginning on: _____

By signing this End User Implementation Commitment Agreement below, End User acknowledges that it has read and understood the commitment and obligations outlined above and agrees to comply with the requirements set forth herein. End User acknowledges and understands that any failure to comply with these requirements may cause End User’s Implementation Period to be delayed and/or rescheduled and additional implementation fees may also apply.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By: _____

Print Name: _____

Title: _____

Date: _____

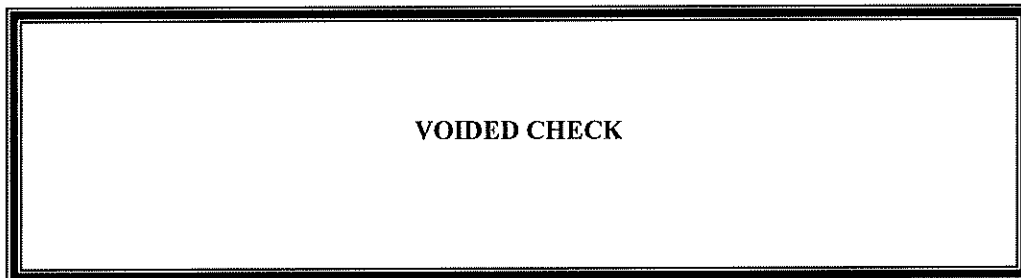
**EXHIBIT D
STANDARD PERFORMANCE GUARANTEE**

PLANSOURCE					Responsible to Report (PlanSource, Broker/Client or LFG)	Requirements	Notes
ID	SLA Category	Standard Performance Guarantee	Measurement	Reporting Period			
1	System Uptime	98% system uptime starting on group effective date	PlanSource reported system uptime	Quarterly	PlanSource (CTO)		We currently report a 99.9% uptime and have been at this level of the last three years. Our worst measurement was 99.31% back in February 2011.
2	Implementation Timeliness	Complete system configuration within five (5) business days following the planned "go live" date, as may be extended hereunder.	Missed planned date by more than 5 days	Within 1 month of go-live	Broker/Client	Only if there is a delay in system configuration for any reason attributable solely to PlanSource, and in no way caused by or contributed to by Broker, Client or Carrier	PlanSource will create an implementation project plan setting forth an anticipated "go live" date for each Client. The implementation project plan will contain milestones that Broker and/or Client must meet prior to the anticipated "go live" date. In the event that Broker or Client does not meet such milestones prior to the anticipated "go live" date, PlanSource may extend the "go live" date for the amount of time necessary to allow Broker/Client to meet this requirement.
3	Eligibility Information Export Timeliness	98% Annually of eligibility/ data transmissions set-up go out as scheduled. Exceptions reported only.	Timeliness of eligibility/data transmissions	Per occurrence	PlanSource IT to report scheduler interruptions		
4	Eligibility Information Import Timeliness	90% of weekly eligibility imports are uploaded into the system and error reports generated within 1 business day of successful posting to the FTP site by the client.	Timeliness of import loads	Monthly	PlanSource		
5	Response Time	The PlanSource team will acknowledge all emails within 24 hours, all urgent emails within 2 business hours, and all VM within 4 hours if received prior to 5 pm (CT/ET/MT), 90% of the time	Reported email delays	Monthly	Broker/Client	In the event of a delayed response, timeliness of issues raised by client are to be reported to PlanSource.	
6	Escalation Process for System downtime	PlanSource provides two week advance notice for non emergency IT Infrastructure outages as well as for major releases. We do reserve the right to do emergency outages with less notifications, but these are usually done late nights or weekends and only have 1 or 2 per year. PlanSource uses SolarWinds monitoring software that notifies all IT personnel of any system outages that allows us to be proactive in most cases before a client is aware. We do not currently have in place an after hours number or email for clients to utilize. Senior level contact cell phone number can be provide in unique situations.	Reported as part of system uptime	Monthly	Broker/Client		

**PLANSOURCE BENEFITS ADMINISTRATION, INC.
DIRECT DEBIT AUTHORIZATION FORM
(Required only for ACH Debit)**

I, _____, on behalf of THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, whose principal place of business is located at 1960 Landings Boulevard, Sarasota, Florida 34231 ("End User"), hereby authorize PlanSource Benefits Administration, Inc. ("PlanSource") to initiate debit entries and, if necessary, to initiate credit entries and adjustments for any debit entry in error to End User's business account indicated below. I further hereby authorize End User's financial institution, namely, _____ to debit and/or credit the same to End User account # _____ through the ACH system. The debit will be processed in accordance with the terms and conditions set forth in the Software License Agreement (the "Agreement"), in accordance with National Automated Clearing House Association ("NACHA") guidelines and/or End User's financial institution designated above. I understand this authorization remains in force and effect until I have either executed a new authorization or provided PlanSource with thirty (30) days prior written notification of its termination. Debits returned for any reason whatsoever will be subject to all the terms and conditions of End User's financial institution, NACHA guidelines and/or as detailed in the Agreement executed between PlanSource and End User.

**TO ASSURE PROPER PROCESSING OF THE TRANSACTION,
PLEASE ATTACH A VOIDED CHECK TO THIS AUTHORIZATION FORM**



Signed: _____

Date: _____

Print Name: _____

Title: _____