

New isolved Terms and Conditions: released 7/1/2022

Updates have been made to the Self-Service Terms and Conditions. **All users will be required to reacknowledge the Terms and Conditions** the first time they log into Employee Self Service (Classic View) after 7/1.

New Terms and Conditions

• Found here

Updates Include:

- New agreement definition:
 - o "Employee Content" any information, materials, feedback, or other communications that you transmit or post to or through the SaaS Service or provide in connection with the Services.
- Additional Term:
 - o Changes to this Agreement. isolved may update or modify this Agreement at any time effective upon posting of the revised Agreement, along with the date on which it was most recently updated. isolved may give notice of such updates and modifications by any means. All notices will be effective immediately. You should review this Agreement often to stay informed of any changes that may affect you. Your continued use of the SaaS Service and/or the Services thereafter signifies your acceptance of such changes. The version of this Agreement on each respective date you access the SaaS Service and/or the Services will be the Agreement applicable to your access and use of the SaaS Service and/or the Services on that date. Electronically or otherwise properly stored copies of the Agreement shall be deemed to be the true, complete, valid, and authentic copy of this Agreement that was in force on each respective date you access and use the SaaS Service and/or the Services.
- Removed Term 4.a to align with the Adaptive Employee Experience 30 day system logout:
 - o You will properly and completely exit out of the SaaS Service at the end of each user session.
- Updated Ownership name throughout the document:
 - o From iSolved Holdings to isolved
- Updated Employee Data and Feedback:
 - CURRENT: <u>Employee Data and Feedback</u>. Any information, feedback, or other communications that you transmit or post to or through the SaaS Service, or provide in connection with the Services other than Employee Data, will be considered non-confidential and non-proprietary information. iSolved Holdings will collect, retain, use, and disclose Employee Data in accordance with iSolved Holdings' Privacy Policy, which is hereby incorporated into this Agreement by reference.
 - UPDATED: <u>Employee Content and Employee Personal Data</u>. Any Employee Content other than Confidential Information, may be considered or treated as non-confidential and non-



proprietary information. Accordingly, as permitted by applicable law, you hereby irrevocably grant us permission to use the Employee Content for any purpose. isolved is not responsible for Employee Content and cannot monitor all Employee Content. isolved and its designees have the right, but not the obligation, to monitor any areas involving user participation, and to edit, refuse to post, or remove any Employee Content for any reason whatsoever in its discretion. You alone are responsible for the Employee Content you upload or post. You assume all risks associated with the Employee Content, including anyone's reliance on its accuracy, completeness, or usefulness.

- Updated Default and Remedies:
 - CURRENT: <u>Default and Remedies</u>. If you are in default iSolved Holdings of this Agreement or any other agreement with iSolved Holdings, iSolved Holdings may stop providing the Services to you (and if permitted by your Employer's Agreement, your Employer) and may discontinue your access to the Services. For the purpose of maintaining the integrity of the Services or the data of any users, or for the purpose of performing routine or non-routine maintenance or repairs, iSolved Holdings may temporarily suspend your access to the Services without notice, for any period deemed suitable to iSolved Holdings in its sole discretion. In addition to the other remedies contained in this Agreement, iSolved Holdings reserves all other rights and remedies that it has at law, equity or contract. In addition to the rights set forth herein, You agree to indemnify ISOLVED HOLDINGS against any liabilities, damages, costs, and expenses (including attorneys' fees AND EXPENSES) that ISolved HOLDINGS OR ANY OF ITS AFFILIATES may incur or suffer in connection with your breach of this Agreement.
 - UPDATED: Default and Remedies; Indemnity. If you are in default of this Agreement or any other agreement with isolved, isolved may stop providing the Services to you (and if permitted by your Employer's Agreement, your Employer) and may discontinue your access to the Services. For the purpose of maintaining the integrity of the Services or the data of any users, or for the purpose of performing routine or non-routine maintenance or repairs, isolved may temporarily suspend your access to the Services without notice, for any period deemed suitable to isolved in its sole discretion. In addition to the other remedies contained in this Agreement, isolved reserves all other rights and remedies that it has at law, equity or contract. In addition to the rights set forth herein, You agree to indemnify isolved, its affiliates, officers, directors, employees, agents, and contractors harmless from and against any claims, losses, liabilities, damages, costs, and expenses (including attorney fees AND EXPENSES) in connection with, arising out of, or relating to: (i) your breach of this Agreement; (ii) any Employee Content or Employee Personal Data; (iii) your access to and use of the SaaS Service and the Services; and (iv) your violation of any applicable law, regulation, or code, or your violation of any rights of another. This obligation survives indefinitely the termination and/or expiration of this Agreement and your status as a user of the SaaS Service and the Services.

Contact your Payroll Specialist if you have any questions about the isolved Terms & Conditions.