navia
benefit solutions

Sample Master Administrative Services Agreement (ASA)

This tab contains our Master ASA template. This is a master template that includes all of our services listed as separate exhibits. Any service that the client does not contract with Navia is removed from the ASA and there are portions of the ASA that are also removed based on the client's plan design and administrative features.

Please note that this Master ASA would also be updated to reflect the fees quoted.

NAVIA BENEFIT SOLUTIONS ADMINISTRATIVE SERVICES AGREEMENT (v. 2020)

CONTRACT INFORMATION PAGE

This NAVIA ADMINISTRATIVE SERVICES AGREEMENT ("Agreement") is entered into as of the Effective Date by and between Navia Benefit Solutions, Inc. ("Navia"), a Washington Corporation, and the below-named Employer ("Employer").

Name of Employer:	
Effective Date:	
Notices Sent to Employer:	
Notices Sent to Navia	600 Naches Ave SW Renton, WA 98057

IN WITNESS WHEREOF, Employer and Navia have reviewed the forgoing Agreement in its entirety and have caused their undersigned Representative(s) to execute this Agreement, the same being duly authorized to do so.

EMPLOYER	**NAVIA BENEFIT SOLUTIONS, INC.**
SIGNATURE: _____	SIGNATURE: _____
NAME: _____	NAME: HILARIE AITKEN
TITLE: _____	TITLE: CEO
DATE: _____	DATE: _____

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NAVIA ADMINISTRATIVE SERVICE AGREEMENT

Employer has asked Navia to provide administrative services for certain employee Benefit Plans maintained by Employer as described in this Agreement. In consideration of the mutual promises contained in this Agreement, Employer and Navia agree as follows:

GENERAL TERMS AND CONDITIONS

ARTICLE I: DEFINITIONS

All capitalized terms in this Agreement not defined in this Section shall have the meanings set forth in the Sections or Schedules of this Agreement in which they are defined.

1.1 AFFILIATE

"Affiliate" means a business entity now or hereafter controlled by, controlling or under common control with a Party. Control exists when an entity owns or controls directly or indirectly 50% or more of the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity.

1.2 AGREEMENT

"Agreement" means the following: the Contract Information Page, the General Terms and Conditions, the Schedules and the Exhibits that are specifically incorporated by the Parties into this Agreement by reference.

1.3 BENEFIT PLANS

"Benefit Plan(s)" means one or more employee benefits plans, 132 Transportation benefits, COBRA Administration, or Direct Billing Administration established and maintained by Employer for the benefit of its employees and their eligible dependents for which Navia provides Services in accordance with this Agreement.

1.4 BUSINESS DAY

"Business Day" means Monday through Friday, excluding days deemed to be federal holidays.

1.5 CARD RECIPIENT

"Card Recipient" means the individual to whom Card Services Provider issues an Electronic Payment Card in accordance with this Agreement.

1.6 CARD SERVICES PROVIDER

"Card Services Provider" means the third party chosen by Navia to issue Electronic Payment Cards in accordance with this Agreement and/or process electronic payment card transactions.

1.7 CARRIER

"Carrier" means the insurance Carrier or other benefit provider designated by the Employer.

1.8 CLAIMS ADMINISTRATOR

"Claims Administrator" means Navia.

1.9 COBRA ELECTION NOTICE

"COBRA Election Notice" means the election form included in the Specific Rights Notice.

1.10 CODE

"Code" means the Internal Revenue Code of 1986 and the regulations thereunder, as amended from time to time.

1.11 COVERED DEPENDENT

"Covered Dependent" means any person other than the Covered Employee who is covered under a Benefit Plan by virtue of his relationship to the Covered Employee.

1.12 COVERED EMPLOYEE

"Covered Employee" means any of Employer's employees or former employees who are enrolled in a Benefit Plan or who have established a Health Savings Account as defined in Code Section 223.

1.13 COVERED INDIVIDUAL

"Covered Individual" means a Covered Employee or a Covered Dependent.

1.14 DISBURSEMENT REPORT

"Disbursement Report" means a file or report created by Navia, posted to the Website that details the benefit disbursements.

1.15 ELIGIBILITY AND PAYROLL DEDUCTION REPORT ("EDR")

"Eligibility and Payroll Deduction Report" means a file or report created by Navia, posted to the Website, and verified by the Employer against payroll deductions for each processing date.

1.16 ELECTRONIC PAYMENT CARD

"Electronic Payment Card" means a debit card or store value card used to pay for eligible expenses under the Benefit Plan(s).

1.17 ELIGIBLE EMPLOYEE

"Eligible Employee" means an employee that is eligible for the Benefit Plan(s) as determined by the Employer.

1.18 EXHIBIT

"Exhibit" means the document or documents specifically incorporated by the Parties into this Agreement by reference that describe the specific rights, duties, and obligations of the Parties.

1.19 FEES

"Fees" means the amount that must be paid as indicated in each Schedule.

1.20 GRACE PERIOD

"Grace Period" means the 2.5-month period after the end of the Plan Year during which eligible expenses incurred during that time may be applied toward the previous Plan Year.

1.21 INTELLECTUAL PROPERTY RIGHTS

"Intellectual Property Rights" means all intellectual property rights throughout the world, including copyrights, patents, mask works, trademarks, service marks, trade secrets, inventions (whether or not patentable), know how, authors' rights, rights of attribution, and other proprietary rights and all applications and rights to apply for registration or protection of such rights.

1.22 PARTY OR PARTIES

"Party" means Employer or Navia collectively, and Employer and Navia shall be referred to as "Parties".

1.23 PLAN ADMINISTRATOR

"Plan Administrator" means Employer.

1.24 PLAN APPLICATION

"Plan Application" means the online or form questionnaire provided by Navia to Employer used to gather Employer and Plan design information.

1.25 PLAN DOCUMENT

"Plan Document" means a document that describes the Plan's terms and conditions related to the operation and administration of the plan.

1.26 PLAN YEAR

"Plan Year" means a period of time determined by the Employer no longer than 12 months.

1.27 REPRESENTATIVE

"Representative" means an officer, director, or individual with authority to bind the Party.

1.28 RUN-OUT-PERIOD

"Run-out Period" means the period of time after the end of the Plan Year during which Covered Individuals can submit claims.

1.29 SCHEDULE(S)

"Schedule(s)" means the document or documents specifically incorporated by the Parties into this Agreement by reference that describe the specific Services and the specific rights and obligations of the Parties with respect to such Services.

1.30 SERVICES

"Services" means Benefit Plan related administrative services as described specifically in the Schedules, together with any materials, supplies, tangible items or other goods Navia furnishes in connection with the Services.

1.31 SPECIFIC RIGHTS NOTICE

"Specific Rights Notice" means the notice that must be provided to each qualified beneficiary in connection with a COBRA qualifying event.

1.32 SUBCONTRACTOR

"Subcontractor" means a third-party to whom a Party has delegated or subcontracted any portion of its obligations set forth herein.

1.33 WE OR US

"We" or "Us" means Navia.

1.34 YOU OR YOUR

"You" or "your" means Employer.

1.35 YEAR-TO-DATE REPORT

"Year-to-Date Report" means a file or report created by Navia, posted to the Website that details contributions, disbursements, and benefit election, if applicable.

ARTICLE II. RELATIONSHIP AND TERM

2.1 RELATIONSHIP OF THE PARTIES

Navia is an independent contractor. Nothing in this Agreement or in the activities contemplated by the Parties hereunder shall be deemed to create an agency, partnership, employment, or joint venture relationship between the Parties, their Affiliates, or any of their Subcontractors or Representatives Employer acknowledges that Navia is not an accounting or law firm. No Services, and no written or oral communications made by Navia during the course of providing Services, are or should be construed by Employer as tax or legal advice.

2.2 TERM OF THE AGREEMENT

This Agreement shall be in effect from Effective Date set forth on the Contract Information Page and will continue until such time as the Agreement is terminated as set forth herein ("Term"). Each Schedule may have a later effective date than this Agreement to the extent that Employer and Navia agree to the terms set forth in the Schedule after this Agreement has already become effective. If the Employer uses the Services of Navia, this Agreement will be deemed to be in effect as of the date Navia begins providing such Services even if a copy of this Agreement has not been signed and returned by the Employer—all fees and monthly charges will be due and payable as set forth herein.

2.3 TERMINATION WITHOUT CAUSE

Either Party may terminate this Agreement for convenience, without cause, at any time without further charge or expense with at least sixty (60) calendar days prior written notice to the other Party.

2.4 TERMINATION FOR CAUSE

In addition to any other remedies available to a Party, a Party may immediately terminate this Agreement upon the occurrence of a Termination Event by the other Party by providing written notice of termination to the other Party.

The following events constitute a Termination Event:

(a) Employer fails to pay the applicable Fees or satisfy the applicable funding requirements as set forth herein;

(b) Failure of a Party to cure a material breach (to the extent curable) within thirty (30) calendar days after written notice of the breach and intent to terminate is provided by the non-breaching Party;

(c) Employer files for bankruptcy, becomes or is declared insolvent (generally unable to pay its debts as they become due), is the subject of any proceedings (not dismissed within 30 days) related to its liquidation, insolvency or the appointment of a receiver or similar officer, makes an assignment for the benefit of all or substantially all of its creditors, takes any corporate action for its winding-up, dissolution or administration, enters into an Agreement for the extension or readjustment of substantially all of its obligations, or recklessly or intentionally makes any material misstatement as to its financial condition. In the interest of risk reduction for both Parties, Navia may immediately suspend Benefit Plan processing (including debit cards) without notice upon the occurrence of any of the circumstances described in this section (c). Upon written notice to Employer, Navia may terminate services for a Covered Employee for persistent abusive, offensive, or similar behavior toward Navia employees.

2.5 POST TERMINATION OBLIGATIONS

(a) If Employer terminates this Agreement, Navia shall reasonably cooperate with Employer to transition information to Employer or a new third party pursuant to the reasonable instructions of

Employer, in accordance with the terms of this Agreement, as necessary to enable the new service provider to perform services without disruption to Covered Individuals. Employer is obligated to reimburse all reasonable costs and expenses incurred by Navia for continued administration during the transition process (including administration Fees during the claims run-out period) and transitioning any necessary information as set forth herein. Covered Individual claims submitted to Navia after termination of the Agreement or expiration of the claims run-out period, whichever is later, will be denied and Participants will be redirected to the Employer and Navia will have no further responsibility with respect to Covered Individual claims received after such time.

(b) The rights and obligations of the Parties that by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes include, without limitation, Section 5.1 through Section 5.5, Article VI, Section 7.7, and the Business Associate Agreement Exhibit.

(c) Termination of this Agreement shall not terminate the rights or obligations of either Party arising prior to the effective date of such termination. Notwithstanding anything to the contrary herein upon termination of this Agreement, all Fees, funding, and other amounts owed will become immediately due and payable.

ARTICLE III. FEES

3.1 FEES FOR SERVICES

The Fees that Employer must pay Navia for Services are set forth in the Fee section of each Schedule. To the extent that Navia sends a monthly invoice, all Fees are due upon receipt of the monthly invoice; however, there is a thirty (30) day period after which 1.5% interest per month will accrue with respect to any unpaid Fees to the extent Navia does not terminate the Agreement in accordance with Article III herein. If the invoice is mailed by Navia, the recipient is deemed to have received the invoice within three (3) Business Days after Navia mails the invoice. Failure to timely and completely pay such Fees may also result in suspension of all or part of the Services provided or, in Navia's discretion, termination of the Agreement.

3.2 FEES FOR ADDITIONAL SERVICES

Additional Fees for additional Services not listed in the Schedules shall be as mutually agreed in writing between Employer and Navia prior to performance. Such Fees may result from Employer's specific requests for legal guidance provided by an outside firm, development time, or third-party audit Fees.

3.3 FEE TERMS AND CHANGES IN FEES

(a) Fees are effective beginning with the Effective Date unless otherwise provided herein.

(b) Navia may change Fees to the extent that (i) changes are made in applicable law that materially affect the rights and obligations of Navia set forth herein, (ii) Employer amends the Benefit Plan in a manner that materially impacts the Services provided herein; or (iii) Navia provides written notice of a proposed Fee change to Employer. If Employer does not affirmatively reject any proposed Fee changes in writing within thirty (30) days of receiving written notice of the proposed Fee changes from Navia, such proposed Fees will become effective the first day of the month following the end of the thirty-day response period. If Employer does not agree with such proposed Fee changes, Employer may terminate the Agreement with no less than thirty (30) days prior written notice from the date that Navia notified Employer of the Fee changes.

ARTICLE IV. WARRANTIES AND REPRESENTATIONS

4.1 MUTUAL WARRANTIES AND REPRESENTATIONS

Each Party represents and warrants the following:

(a) the Party's execution, delivery and performance of this Agreement: (i) have been authorized by all necessary corporate action, (ii) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any material agreement to which the Party or any of its assets may be subject and (iii) are not subject to the consent or approval of any third party;

(b) This Agreement is the valid and binding obligation of the representing Party, enforceable against such Party in accordance with its terms;

(c) Such Party is not subject to any pending or threatened litigation or governmental action which could interfere with such Party's performance of its obligations hereunder; and

(d) Both Parties will perform their respective obligations under this Agreement in compliance with all laws, rules, regulations, and other legal requirements applicable to the Party.

4.2 NAVIA'S WARRANTIES AND REPRESENTATIONS

(a) Navia represents and warrants that the Services shall reasonably conform to the Schedules described herein.

(b) Other than as specifically set forth herein, Navia makes no representation or warranty, express or implied, written or oral, and, to the full extent permitted by law, disclaims all other warranties including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose.

4.3 EMPLOYER'S WARRANTIES AND REPRESENTATIONS

Employer represents and warrants they are not subject to any pending or threatened litigation, governmental action, or investigation from the IRS, DOL, HHS, or otherwise with respect to any Benefit Plans. If Employer is subject to any litigation, action, or investigation, or becomes subject while this Agreement is in effect, Employer shall promptly notify Navia in writing in advance of the Effective Date of this agreement, or within 10 days of Employer becoming aware of such litigation, action, or investigation.

ARTICLE V: INFORMATION AND RECORDS

5.1 RECORDS GENERALLY

Employer and Navia shall retain records and supporting documentation sufficient to document its satisfaction of its obligations under this Agreement in accordance with laws and generally accepted accounting principles for at least seven (7) years from the date such record or documentation is created.

5.2 CONFIDENTIAL AND PROPRIETARY INFORMATION - GENERALLY

(a) The term "Confidential Information" shall mean this Agreement and all non-public data, trade secrets, business information and other information of any kind whatsoever that a Party ("Discloser") discloses, in writing, orally, visually or in any other medium, to the other Party ("Recipient") or to which Recipient obtains access and that relates to Discloser or, in the case of Navia, its customers. A "writing" shall include an electronic transfer of information by e-mail,

over the Internet or otherwise. Confidential Information shall not include Benefit Plan information (i.e. card swipe data, Benefit Plan reports, claims, explanation of benefits and other Protected Health Information). Such information will be protected under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Health Information Technology for Economic and Clinical Health Act (HITECH"), and/or other applicable privacy and security laws.

(b) Each of the Parties, as Recipient, hereby agrees that it will not, and will cause its Representatives, Affiliates, vendors, Subcontractors, and third-parties not to disclose Confidential Information of the other Party, during or after the Term of this Agreement, other than on a "need to know" basis and then only: (a) for the purposes of providing, enhancing, optimizing, or auditing the Services or to satisfy a legal or contractual requirement; (b) provided that any Representatives, Affiliates, vendors, Subcontractors, and third-parties who receive Confidential Information are subject to a written confidentiality agreement that shall be no less restrictive than the provisions of this Section.

(c) Recipient shall not use or disclose Confidential Information of the other Party for any purpose other than to carry out its obligations set forth herein.

(d) Recipient shall treat Confidential Information of the other Party with no less care than it employs for its own Confidential Information of a similar nature that it does not wish to disclose, publish, or disseminate, but not less than a reasonable level of care.

(e) Upon the Discloser's written request following expiration or termination of this Agreement for any reason, the Recipient shall promptly return or destroy all Confidential Information in the possession of Recipient or Recipient's Representatives, Affiliates, vendors, Subcontractors, and third-parties, provided that either Party may retain copies of such files as needed to administer the Benefit Plan(s) or to protect its interests. If it is determined that returning or destroying all Confidential Information of Employer is infeasible Navia shall extend the protections of this Agreement to such Confidential Information.

(f) The obligations of confidentiality in this Section shall not apply to any information that (i) Recipient rightfully has in its possession when disclosed to it, free of obligation to Discloser to maintain its confidentiality; (ii) Recipient independently develops without access to Discloser's Confidential Information; (iii) is or becomes known to the public other than by breach of this Section or (iv) is rightfully received by Recipient from a third party without the obligation of confidentiality. Any combination of Confidential Information disclosed with information not so classified shall not be deemed to be within one of the foregoing exclusions merely because individual portions of such combination are free of any confidentiality obligation or are separately known in the public domain.

(g) A Party's Confidential Information and any results of processing Confidential Information or derived in any way therefrom shall at all times remain the property of that Party.

5.3 MEDIA RELEASES AND PUBLIC ANNOUNCEMENTS

Employer may not issue any media releases, public announcements and public disclosures, relating to this Agreement or use the name or logo of Navia, including, without limitation, in promotional or marketing material or on a list of vendors, provided that nothing in this paragraph shall restrict any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the releasing Party.

5.4 PROTECTED HEALTH INFORMATION

Protected Health Information ("PHI"), as defined by 45 C.F.R. 160.103, if any, that is used or disclosed by the Parties in accordance with this Agreement, will be governed by the terms and conditions set forth in the Business Associate Agreement between the Parties. Employer agrees that Navia may communicate confidential, PHI or otherwise sensitive information to Employer and hold Navia harmless in the event Employer misroutes or improperly uses or discloses such information where such information was used or disclosed by Navia for purposes of administration of the Benefit Plan(s) or used or disclosed for the purposes of carrying out Navia's duties and responsibilities under this Agreement.

5.5 INTELLECTUAL PROPERTY RIGHTS

Each Party shall retain all rights in and/or title to its respective Intellectual Property Rights. Other than as expressly provided in this Agreement, (a) nothing contained herein shall be construed as granting a Party any license, right, title, or interest in or to any of other Party's Intellectual Property Rights and (b) neither Party is developing any work product for the other.

5.6 ONLINE SERVICES

(a) Navia may provide access to a password-protected website maintained by Navia or Navia's Subcontractor(s) in connection with the Services (the "Website"). Navia may unilaterally make reasonable adjustments and improvements to the Website at any time and without prior notice. Neither Navia nor Navia's Subcontractor is under any obligation to make any adjustments to the Website that are requested by Employer or any other third party.

(b) The Website may include information related to Navia's other services and/or links to other websites to the extent permitted by law. Navia neither grants a license for nor is responsible for any external links to third party websites provided on the Website.

(c) Employer acknowledges that Employer and the Covered Individuals are solely responsible for maintaining the hardware and/or software necessary to access the Website.

ARTICLE VI: LIABILITY AND INDEMNIFICATION

6.1 LIMITATION ON LIABILITY

(a) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF DATA, OR COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER UNDER ANY THEORY OF LIABILITY EVEN IF SUCH PARTY ALLEGED TO BE LIABLE HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES, PROVIDED, HOWEVER, THAT THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO OR IN ANY WAY LIMIT THE OBLIGATIONS OF THE SECTIONS ENTITLED "INDEMNITY," AND "CONFIDENTIALITY AND PROPRIETARY INFORMATION". IF NAVIA IS FOUND LIABLE TO EMPLOYER FOR ANY DIRECT DAMAGES, SUCH DAMAGES SHALL NOT EXCEED AN AMOUNT EQUAL TO ACTUAL DAMAGES OR THE FEES PAID FOR SERVICES GIVING RISE TO THE CLAIM WITHIN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, WHICHEVER IS LESS.

(b) Navia is not liable for the acts or omissions of a prior administrator or the acts or omissions of Employer if prior administration was conducted by Employer.

(c) Navia shall not be liable for any action, conduct, or activity taken by Navia, or any failure to act, at the request of Employer.

(d) Neither party will be liable for and will be excused from any failure or delay in satisfying its obligations set forth herein if such failure or delay is caused by circumstances beyond its control, including but not limited to any natural disaster (such as earthquakes, hurricanes or floods), emergency conditions (such as war, riot, fire, theft, severe inclement weather, or labor dispute), outages, legal constraint or governmental action or inaction, breakdown or failure of equipment not due directly to the negligence of the Party maintaining the equipment, or the act, omission, negligence or fault of the other party. This section does not excuse Employer from its obligations to pay any of the Fees or to fund the Benefit Plans as provided herein.

Navia neither assumes nor underwrites any liability of Employer under the Benefit Plans, and acts only as provider of the services specifically described herein. Navia shall not be responsible for any over disbursed benefits, including but not limited to over disbursements due to insurance claim adjustments after benefits have been reimbursed. The Services performed shall be ministerial in nature and shall be performed in accordance with the direction, guidance, framework, and interpretation of the Benefit Plan(s) established and communicated by Employer. Navia shall have no discretionary authority or control over the Benefit Plan(s), funds, and Covered Individuals. Specifically, the Employer has the absolute authority with respect to the control, management, investment, or disposition and utilization of all plan assets, if any; and Navia shall neither have nor be deemed to exercise any discretion, control, or authority with respect to the disposition of any plan assets.

6.2 INDEMNITY

(a) Each Party ("Indemnitor") shall indemnify, defend, and hold harmless the other Party, its Representatives, successors and permitted assigns (collectively, the "Indemnitee") from and against any and all claims made or threatened by any third party and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' Fees and expenses incurred in investigation or defense ("Damages"), to the extent such Damages arise out of or relate to the following:

i. Any negligent act or omission or willful misconduct by an Indemnitor, its Representatives or its Subcontractor; or

ii. Any material breach in a representation, covenant, or obligation of the Indemnitor contained in this Agreement.

(b) Indemnitee shall give Indemnitor reasonably prompt notice of, and the Parties shall cooperate in, the defense of any such claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof, provided that Indemnitee must approve the terms of any settlement or compromise that may impose any un-indemnified or nonmonetary liability on Indemnitee.

(c) Navia shall not be liable to Employer for mistakes of judgment or other actions taken in good faith unless such error results directly from an intentionally wrongful or grossly negligent act of Navia.

6.3 REMEDIES

The remedies under this Agreement shall be cumulative and are not exclusive. Election of one remedy shall not preclude pursuit of other remedies available under this Agreement or at law or in equity.

6.4 STATUTE OF LIMITATIONS

The Parties agree that no legal action may be brought by a Party ("Plaintiff") against the other more than two (2) years after the date the claim giving rise to such action became known by the Plaintiff or, exercising reasonable diligence should have been known by the Plaintiff.

ARTICLE VII: MISCELLANEOUS

7.1 SECTION HEADINGS

Section headings are included for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement and should not be used to construe or interpret this Agreement.

7.2 WAIVER OF RIGHTS

No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. Any waiver by either Party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision of this Agreement.

7.3 INVALID/ILLEGAL/UNENFORCEABLE PROVISIONS

If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby.

7.4 AMENDMENT

Except as otherwise set forth herein, no amendments of any provision of this Agreement shall be valid unless made by an instrument in writing signed by both Parties specifically referencing this Agreement.

7.5 AGREEMENT

(a) This Agreement, the Schedules, and any Exhibits reflect the final, full and exclusive expression of the agreement of the Parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral or written, of either Party with respect to the subject matter hereof and the transactions contemplated hereby.

(b) This Agreement may be executed by the Parties in one or more counterparts, and each of which when so executed shall be an original but all such counterparts shall constitute one and the same instrument. The Parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction

(c) Notwithstanding the general rules of construction, both Employer and Navia acknowledge that both Parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.

(d) This Agreement shall be governed by the applicable laws of Washington without regard to any of its conflict of law principles and any dispute arising out of this Agreement will be settled in any court of competent jurisdiction in King County, Washington.

7.6 NOTICES

(a) All legal notices required to be sent by one Party to the other Party under this Agreement shall be given to the Parties in writing to the addresses identified on the Contract Information Page or to

such other addresses as the Parties may substitute by written notice given in the manner prescribed in this Section as follows:

i. By first class, registered or certified United States mail, return receipt requested and postage prepaid,

ii. Over-night express courier,

iii. By hand delivery to such addresses, or

iv. Electronic mail with return receipt.

(b) Such notices shall be deemed to have been duly given (i) five (5) Business Days after the date of mailing as described above, (ii) one (1) Business Day after being received by an express courier during business hours, or (iii) the same day if by hand delivery or by email

7.7 CONSENT

Wherever this Agreement requires either Party's approval or consent such approval or consent shall not be unreasonably withheld or delayed.

7.8 THIRD PARTY BENEFICIARIES

Except as expressly set forth in this Agreement, the Parties do not intend the benefits of this Agreement to inure to any third party, including but not limited to Covered Individuals and Eligible Employees, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such other third party, against either of the Parties hereto.

7.9 ADVERTISING

Navia may indicate in its marketing materials and proposals to other prospective customers that this Agreement has been awarded and may describe the nature and objective(s) of this engagement. No such statements by, or materials of, Navia will disclose any Employer Confidential Information.

7.10 INSURANCE

Navia agrees throughout the term of the Agreement to maintain in full force and effect commercial general liability, umbrella liability, error and omissions liability, and professional liability insurance coverage in a reasonable amount, and workers' compensation insurance in the amount required by law, at its own expense. Upon request, Navia shall furnish to Employer a certificate of insurance evidencing the same.

BENEFIT PLAN SERVICE SCHEDULE(S) AND FEES

Employer has established one or more of the following Benefit Plans (the "Plan" or "Plans") for purposes of providing benefits administration and/or reimbursement of certain eligible expenses incurred by Covered Individuals:

- Cafeteria Plan Document and Forms
- Health and Dependent Care Flexible Spending Arrangements
- Health Reimbursement Arrangements
- Section 132 Transportation and Parking Plan
- Code Section 223 Health Savings Account

In addition, Employer may offer one or more of the following other Plans for purposes of complying with applicable laws or providing additional benefits.

- Wellness Plan
- Federal COBRA Administration
- Direct Billing or Direct Billing Administration

Employer has asked Navia to assist it with its administrative obligations under one or more of the Plans identified above. The specific Plan-related Services are described in each Schedule. Only those Services chosen by Employer pursuant to an Application and for which the applicable Fee is paid as set forth in the Fee section of each Schedule (or, as set forth below with respect to additional requested Services), will be provided by Navia.

ARTICLE I. STANDARD BENEFIT PLAN SERVICES

1.1. Employer is solely responsible for the operation and maintenance of the Plans. It is Employer's sole responsibility and duty to ensure that each Plan complies with the applicable laws and regulations, and Navia's provision of Services under this Agreement does not relieve Employer of this obligation.

1.2. If applicable to the particular Plan, Navia will provide Navia's standard plan document, summary plan description, and forms to be used by Employer as a template for creating the governing documents for the Plan(s). Such standard documents and forms have been prepared in accordance with the standard of care set forth in the Agreement but are general in nature and do not take into consideration facts and circumstances specific to Employer and Employer's Plans. Consequently, Navia makes no warranties and representations that such documents and forms will comply with applicable law as they relate to the Plan(s). Navia is not responsible for making any changes or amending the documents. It is Employer's responsibility to review the documents and ensure they conform to the facts and circumstances specific to Employer and the Plans, and ensure the documents comply with applicable laws. Employer shall also make such documents available to Covered Individuals as required by law.

1.3. Employer will provide to Navia timely, accurate and complete information relating to the Covered Individuals and the Plans as is necessary for Navia to satisfy its obligations hereunder. Employer shall provide information in the format and method approved by Navia (consolidated spec file) In the event such information (i.e. data reports and files) requires manual processing or requires a method not in Navia's business process, such processing shall be subject to Fees (Noncompliant File Processing Fee) as provided in the applicable Schedule. In the event that the

information is not timely reported or verified, and in the event that there are disbursements made by Navia that would not have been made if the occurrence had been reported on the same day of each such occurrence, then Employer shall be responsible for such disbursements and shall reimburse Navia therefore upon request by Navia. Employer shall be responsible for accurate Participant payroll deductions, reporting of deductions, and W-2 reporting and shall ensure that any terminated employer contacts (human resources, payroll, broker contacts, or other Employer contacts with access to the Website) are immediately reported to Navia on the same day of the occurrence. Employer shall be responsible for any consequences of failing to report such terminations on the same day of the occurrence, including by not limited to the unauthorized disclosure of information to former Employer contacts. Navia is not "a person" who is responsible for administering or providing benefits under the COBRA benefit within the meaning of Internal Revenue Code section 4980B (e)(1)(B). Navia is not responsible for the payment of excise taxes imposed under Internal Revenue Code section 4980B and is not responsible for the preparation or filing of Internal Revenue Service Form 8928. Navia shall provide such information as Employer reasonably requests in order to calculate excise taxes imposed under Internal Revenue Code section 4980B or to prepare IRS Form 8928. With respect to COBRA services, Navia is merely a collection agent for the employer and any amounts collected belong to the Employer. Employer agrees to reimburse Navia for any taxes, or other similar charges, in connection with COBRA administration, assessed against Navia. Employer understands and agrees that Navia may rely on all information provided to it by Covered Individuals and/or Employer in accordance with this Agreement as true and accurate without further verification or investigation by Navia. Navia shall not be responsible and shall be held harmless for the receipt of inaccurate and/or incomplete information or data files. Navia shall not be responsible for any delays in providing services under this Agreement and any financial or adverse consequences due to the receipt of the inaccurate and/or incomplete information or data files or for Employer's failure to send data files.

1.4 If applicable to the Plan(s), Navia will send education and engagement materials in the form of electronic mail campaigns direct to Employees and make enrollment kits (describing the benefit), enrollment forms, online enrollment specification files, and claim forms available on the Website and/or to Employer for distribution to Covered Individuals. Navia is only obligated to process claims submitted to Navia in accordance with the instructions set forth on Navia's claim forms. Navia will process claims in accordance with applicable law, its standard operating procedures, and the terms of the Plan to the extent that such terms are provided to Navia and are consistent with Navia's standard operating procedures. Navia may also provide claims submission capabilities via online and through a smart phone application for certain Plans. If Navia denies a request for reimbursement, Navia will review the 1st level appeal. If the Plan provides for 2 levels of appeal Employer will be responsible for the final determination. Employer shall be the fiduciary and Plan Administrator of the Benefits Plans and shall be responsible for interpreting the Plans, its provisions, terms and conditions and make any and all determinations as to eligibility, appeal, and change in status events, as applicable.

1.5 In the event that a Covered Employee is reimbursed less than is otherwise required by the Plans, Navia will promptly adjust the underpayment to the extent that Employer has satisfied its funding obligations as set forth herein. If it is discovered that a Covered Employee was overpaid, or the Covered Employee fails to substantiate an Electronic Payment Card Transaction as required by applicable rules and regulations, Navia will make reasonable attempts to request repayment of overpaid or unsubstantiated Electronic Payment Card claims or offset the ineligible payment against any claims for future eligible expenses in accordance with applicable rules and regulations. If the Covered Employee fails to repay or offset, Navia will notify Employer upon Employer's written request for such report or data. Employer is responsible for taking any

additional action permitted or required by law (e.g., including such amounts in income or garnishing wages consistent with applicable laws). Navia shall have no obligation to request repayment or offset to the extent such overpayment is a result of Employer's acts or omissions, such payments were authorized by Employer or Employer has failed to satisfy its funding obligations.

1.6 The specific funding requirements are set forth in each Schedule. Generally, Employer shall make sufficient employer funds from its general assets available to pay benefits under the Plan(s). These employer funds shall not be deemed employee salary reductions or plan assets. Employer shall grant Navia withdrawal authority over the account sufficient to enable it to pay benefits. If at any time the amount of benefits payable under the Plan exceeds the amount received Employer shall transfer an amount necessary to fulfill its funding obligations under the applicable Plan(s). Navia will deposit these Employer funds into a separate account to facilitate the payment of claims. Any interest generated by Employer funds deposited into separate account shall belong to Navia as reasonable compensation under this Agreement. Navia may use such funds for any legal purpose including, but not limited to, to offset any fees of the financial institution with respect to such account. To the extent that such interest (after deducting applicable fees) is not in excess of LIBOR plus 2-percent, Navia shall be entitled to retain such interest. Navia will return interest in excess of these permissible amounts to the Employer and the Employer agrees that it will use such amounts in accordance with applicable laws, including but not limited to ERISA when applicable.

Navia may suspend processing all benefit payments, electronic payment cards, and any other reimbursements, and distributions in the event Employer fails make sufficient funds available to pay benefits under the Plan(s) and/or fails to fund the Plan(s) according to the relevant Schedule. Navia shall not be responsible or liable for the funding of claims for benefits under any Plan. If at any time Navia has paid out more in benefits than received in funding (based upon either individual Covered Employee accounts or the Plan(s) aggregate balance) Employer shall deliver to Navia an amount equal to that deficit upon Navia's written request. If such funding is not received within two (2) days Navia may suspend all Services including but not limited to suspension of Electronic Payment Cards and benefit reimbursements.

1.7 If relevant to the Plan(s), Navia shall provide on-site enrollment meetings and attendance at benefits fairs, as reasonably requested by Employer, for the Fee and costs set forth in the Schedule.

1.8 Navia shall provide customer support weekdays, 5 a.m. to 5 p.m. Pacific Time, excluding holidays.

1.9 Navia will conduct Nondiscrimination Testing ("NDT") required under the Code for the attached Schedules. Navia will provide Employer with a Request for Information ("RFI") form requesting the data necessary to complete the NDT or provide an online version of the RFI. Within a reasonable amount of time after receipt of the requested information, Navia will provide test results, which will be based solely on the information provided by Employer and/or information maintained by Navia in accordance with the Schedule. Such test results are not intended as legal or tax advice and shall not be relied upon as legal or tax advice. Navia is under no obligation to advise Employer regarding specific corrective measures beyond providing the test results.

1.10 Employer may review reports summarizing the Plan via the Website. Employer is responsible for reviewing the reports submitted by Navia and notifying Navia of any errors of which it is aware within a reasonable period of time after reviewing them.

ARTICLE II. ELECTRONIC PAYMENT CARD SERVICES

2.1. If applicable to the Plan(s) selected in the attached Schedule(s), at Employer's request and payment of all applicable Fees, the Card Services Provider may make an Electronic Payment Card available to Covered Individuals through which eligible expenses may be paid in accordance with the following terms:

2.2. Covered Employees or Employer shall provide to Navia a valid email address for each Covered Employee requesting an Electronic Payment Card.

2.2.1. The Card Services Provider will issue an Electronic Payment Card to each Card Recipient within thirty (30) days of Navia's receipt of the Covered Employee's enrollment data or the Covered Employee's online, electronic mail or form request. Employer understands and acknowledges that the Card Services Provider issues Electronic Payment Cards based solely on the information provided by Employer. Navia and the Card Services Provider have no obligation to verify or confirm that Card Recipients are Covered Individuals.

2.2.2. Card Recipients must agree to use the Electronic Payment Card in accordance with the terms of the Cardholder Agreement that accompanies the Electronic Payment Card. The Electronic Payment Card will be deactivated if the Covered Individual fails to use the Electronic Payment Card in accordance with the Cardholder Agreement or as otherwise required by applicable law.

2.2.3. The Electronic Payment Card may be used by Card Recipients to pay for eligible expenses (as defined by applicable law and the applicable Plan to the extent consistent with Navia's standard operating procedures) in accordance with the applicable rules and regulations.

2.2.4. Navia will require substantiation of expenses paid with the Electronic Payment Card in accordance with the requirements set forth in the Code and/or other applicable guidance. The Electronic Payment Card will be deactivated if the Card Recipient fails to provide the requested substantiation in a timely manner as determined by Navia in accordance with Federal guidelines.

2.2.5. All Cards will be deactivated on the date this Agreement is terminated, the date that Employer fails to satisfy its funding obligations as set forth herein, the date Employer files for bankruptcy and/or as necessary to prevent fraud or abuse (as determined by Navia).

CAFETERIA PLAN SERVICE SCHEDULE

Employer has established a Code Section 125 Plan to allow eligible employees to pay for their share of certain Benefit Plan coverage with pre-tax salary reductions (including but not limited to Employer contributions).

This Schedule is incorporated into and made a part of the Agreement. The responsibilities of the Parties set forth in this Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Schedule and any other part of the Agreement with respect to the subject matter of this Schedule, the Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined as set forth in the Agreement.

ARTICLE I. STANDARD SERVICES

1. Navia will provide a sample Code Section 125 plan document, summary plan description, and forms for review by Employer and Employer's legal counsel. Such standard documents and forms have been prepared in accordance with the standard of care set forth in the Agreement but are general in nature and do not take into consideration facts and circumstances specific to Employer and the Benefit Plans. Consequently, Navia makes no warranties and representations that such documents and forms will comply with applicable law as they relate to the Benefit Plans. Navia is not responsible for making changes or amending the documents.

2. All Benefit Plan elections and changes to elections will be processed as instructed by Employer and in accordance with the terms of the sample plan document referenced in 1.1 above and applicable law. Employer will provide Eligible Employees with election and change of election forms provided by Navia. If necessary, for Navia to administer the other Services provided under this Agreement, Employer will collect and submit the completed election forms and/or change of election forms to Navia as soon as possible after receipt of such forms but no later than the effective date of such elections or change of elections. Employer is responsible for determining who is eligible for the Benefit Plan and who has satisfied the requirements to become a Covered Individual in the Benefit Plan. In addition, Employer is ultimately responsible for determining whether a requested change in election is permitted.

HEALTH FLEXIBLE SPENDING ARRANGEMENT ("HEALTH FSA") AND DEPENDENT CARE FLEXIBLE SPENDING ARRANGEMENT ("DAY CARE FSA") SCHEDULE BENEFIT PLAN SERVICE SCHEDULE(S) AND FEES

This Schedule is incorporated into and made a part of the Agreement. The responsibilities of the Parties set forth in this Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Schedule and any other part of the Agreement with respect to the subject matter of this Schedule, the Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined as set forth in the Agreement.
As part of the Services, Employer has asked Navia to assist it with Flexible Spending Arrangement ("FSA") administration as more particularly described in this Schedule below.

1. RESPONSIBILITIES OF NAVIA

1.1. IMPLEMENTATION
Navia shall implement the Plan subject to the Plan Application and the direction and approval of Employer.

1.2. PLAN PROCESSING AND ADMINISTRATION Navia shall:

1.2.1. Provide claim reimbursements by check or direct deposit. Such claim reimbursements will be issued within two (2) Business Days after the later of: (1) the scheduled processing date; (2) the date Employer reconciles the Eligibility and Payroll Deduction Report ("EDR") or submits an approved payroll report; or (3) the receipt of funds as required in the funding section.

1.2.2. Provide notification of online availability of the EDR, Disbursement, and Year-to-Date report.

1.2.3. Provide annual year-end report within ninety (90) days after the claims Run-Out Period has expired.

1.2.4. Perform claims adjudication, including verification of date, service, and cost of service.

1.3. PLAN DESIGN OPTIONS

1.3.1. If Employer provides for the Grace Period under IRS Notice 2005-42 (the "Grace Period") Navia shall process claims against the prior Plan Year for services incurred through the 15th day of the third month following the end of the Plan Year. If applicable, apply any residual balance of Grace Period claims against the current Plan Year benefit.

1.3.2. If Employer provides for Carryover Administration under IRS Notice 2013-71 (the "Carryover") Navia shall:

1.3.2.1. Carry over the lesser of the balance in the Health FSA as of the Carryover Date or $500, from the previous year into the immediately following Health FSA Plan Year. The "Carryover Date" shall mean the date on or about the 15th day after the last day of the Run-Out Period. The "Balance" shall mean Health FSA Plan Year election less disbursements of the Health FSA.

1.3.2.2. Reduce the prior year Health FSA election according to the amount of the Carryover.

1.3.2.3. Establish a Health FSA election for Covered Employees with Carryover amounts that failed to enroll in the Health FSA in the immediately following Health FSA Plan Year. Monthly participant Fees shall apply as of the Carryover Date.

1.3.2.4. Adjudicate and process claims against the carryover amount after the Carryover Date. Upon request, Navia shall apply claims incurred in the immediately following year against unused amounts in the prior year before the Carryover Date. Such adjustments shall be subject to a Fee of $65.00 per adjustment.

2. RESPONSIBILITIES OF EMPLOYER

2.1. IMPLEMENTATION

Employer shall timely provide the Plan Application and any other information reasonably necessary for Navia to satisfy its obligations hereunder.

2.2. REPORTING

Employer shall submit an approved payroll file or reconcile the EDR against payroll deductions for each processing date through the Website. If Employer cannot or does not perform this responsibility, Navia may charge $65.00 per reconciled report. If Employer fails to provide the approved payroll file or reconcile the EDR for more than forty-five (45) days from the pay date deduction Navia may suspend claim processing.

2.3. FUNDING

[IF DISBURSEMENT FUNDED with direct debit] For the initial term, Navia shall invoice Employer within sixty (60) days after the commencement of the Plan Year an Employer deposit equal to five percent (5%) of the projected annual elections for the Plan (the "Deposit") or $1,000 whichever is greater. Employer shall pay the Deposit within thirty (30) days of receipt of the invoice. At the beginning of each subsequent Plan Year Navia reserves the right to recalculate the Deposit for that Plan Year to be paid by Employer within 30 days after the commencement of such Plan Year. Said sum, or the portion thereof not utilized, shall then be reimbursed to Employer one-hundred and eighty days (180) after the end of the final Plan Year. Employers using disbursement funding shall authorize Navia to direct debit for Employer dollars equal to Covered Individual claim reimbursements. Navia shall direct debit Employer's checking or savings account within two (2) Business Days of Employer's receipt of the Disbursement Report. In the event funding is not received within ten (10) days of the scheduled reimbursement date Navia may suspend claim processing.

3. FEES

3.1. Plan Year Fees:

$300.00 annual fee for the Plan administration.

3.2. Monthly Processing and Administration Fees:

$5.75 per month per FSA Covered Employee ($100/month minimum)

3.3. California Assembly Bill No. 1554 Notice (only provided upon Employer's written request): $3.50 per paper notice mailed or $4.00 for two paper notices mailed.

3.4. Enrollment form processing: $4.00 per enrollment form received and processed.

3.5. Summary Plan Description Fee: $3.50 per Summary Plan description printed and mailed to Employer or Covered Employees. Provided only upon Employer request.

3.6. Electronic Funds Transfer: $10.00 per returned item, from attempted deposit in Covered Employee account.

3.7. Electronic Funds Transfer: $10.00 per failed direct debit from Employer account.

3.8. Enrollment Meetings and Benefit Fairs: For on-site enrollment meetings and attendance at benefit fairs by Navia:

3.8.1. Employer shall pay to Navia $75.00 per hour, or $300.00 per eight-hour day, whichever is less;
3.8.2. Air travel and lodging expenses shall be charged to Employer at Navia's cost;
3.8.3. Automobile mileage is charged at $ .36/mile, plus $37.50/hour driving travel time.
3.8.4. Air travel time is charged as a full day cost, of $300.00 per day.

3.9. Plan Document Amendment Fee: In the event that Employer wishes to make changes to the Plan on any date other than the Plan anniversary date, Employer shall pay to Navia the following Fees:

3.9.1. $150 per amendment pertaining to general Plan design, eligibility or benefits.

3.10. Ad Hoc Reporting: $75 per hour for manual reports not part of the Navia reporting suite.

3.11. Noncompliant File Processing Fee: $150 per month

HEALTH REIMBURSEMENT ARRANGEMENT ("HRA") SCHEDULE

This Service Schedule is incorporated into and made a part of the Agreement. The responsibilities of the Parties set forth in this Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Schedule and any other part of the Agreement with respect to the subject matter of this Schedule, the Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined as set forth in the Agreement. As part of the Services, Employer has asked Navia to assist it with HRA administration as more particularly described in this Schedule below.

1. RESPONSIBILITIES OF NAVIA

1.1. IMPLEMENTATION
Navia shall implement the Plan subject to the Plan Application and the direction and approval of Employer.

1.2. PLAN PROCESSING AND ADMINISTRATION Navia shall:

1.2.1. Provide claim reimbursements by check or direct deposit. Such claim reimbursements will be issued within two (2) Business Days after the later of: (1) the scheduled processing date; (2) the date Employer reconciles the online contribution report or submits an approved contribution report; or (3) the receipt of funds as required in the funding section.

1.2.2. Provide notification of availability of the online contribution report, disbursement, and Year-to-Date report.

1.2.3. Provide annual year-end report within ninety (90) days after the claims Run-Out Period has expired.

1.2.4. Perform claims adjudication, including verification of date, service, and cost of service.

2. RESPONSIBILITIES OF EMPLOYER

2.1. REPORTING

2.1.1. Employer shall report to Navia all new Covered Individuals, and all changes in employment or Covered Individual information, and all terminations of Covered Individuals from the Plan on the same day of such occurrence.

2.1.2. Employer is responsible to review and verify all Year-to-Date reports and the information therein, including Covered Individual benefit maximums, contributions and account balances.

2.2. FUNDING
[IF DISBURSEMENT FUNDED with direct debit] For the initial term, Navia shall invoice Employer within sixty (60) days after the commencement of the Plan Year and Employer Deposit equal to the greater of $1,000 or five percent (5%) of the projected annual benefit for the Plan (the "Deposit"). Such deposit shall not exceed $5,000. Employer shall pay the Deposit within thirty (30) days of receipt of the invoice. At

the beginning of each subsequent Plan Year Navia reserves the right to recalculate the Deposit for that Plan Year to be paid by Employer within 30 days after the commencement of such Plan Year. Said sum, or the portion thereof not utilized, shall then be reimbursed to Employer one-hundred and eighty days (180) after the end of the final Plan Year. Employers using disbursement funding shall authorize Navia to direct debit for Employer dollars equal to Covered Individual claim reimbursements. Navia shall direct debit Employer's checking or savings account within two (2) Business Days of Employer's receipt of the Disbursement Report. In the event funding is not received within ten (10) days of the scheduled reimbursement date Navia may suspend claim processing.

3. FEES

3.1. Initial Setup Fee:

WAIVED

3.2. Annual Plan Fee:

$600 annual fee for the Plan administration

3.3. Monthly Processing and Administration Fees:

3.3.1. $5.00 per month per HRA Covered Individual ($100/month minimum)

3.4. Electronic Funds Transfer: $10.00 per returned item from attempted deposit in Covered Employee account.

3.5. Electronic Funds Transfer: $10.00 per failed direct debit from Employer account.

3.6. Summary Plan Description Fee: $3.50 per Summary Plan Description printed and mailed to Employer or Covered Employees. Provided only upon Employer request.

3.7. Summary of Benefits & Coverage Fee: $3.50 per Summary of Benefits & Coverage printed and mailed to Employer or employees. Provided only upon Employer request.

3.8. Enrollment Meetings and Benefit Fairs: For on-site enrollment meetings and attendance at benefit fairs by Navia:

3.8.1. Employer shall pay to Navia $75.00 per hour, or $300.00 per eight-hour day, whichever is less;
3.8.2. Air travel and lodging expenses shall be charged to Employer at Navia's cost;
3.8.3. Automobile mileage is charged at $ .36/mile, plus $37.50/hour driving travel time.
3.8.4. Air travel time is charged as a full day cost, of $300.00 per day.

3.9. Plan Document Amendment Fee: In the event that Employer wishes to make changes to the Plan on any date other than the Plan anniversary date, Employer shall pay to Navia the following Fees:

3.9.1. $150 per amendment pertaining to general Plan design, eligibility or benefits.

3.10. Ad Hoc Reporting: $75 per hour for manual reports not part of the Navia reporting suite.

3.11. Noncompliant File Processing Fee: $150 per month

GONAVIA SECTION 132 TRANSPORTATION AND PARKING PLAN SCHEDULE

This Schedule is incorporated into and made a part of the Agreement. The responsibilities of the Parties set forth in this Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Schedule and any other part of the Agreement with respect to the subject matter of this Schedule, the Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined as set forth in the Agreement.
As part of the Services Employer has asked Navia to assist it with Transportation and Parking Plan administration (the "Plan") as more particularly described in this Schedule below.

1. RESPONSIBILITIES OF NAVIA

1.1. IMPLEMENTATION Navia shall:

1.1.1. Implement the Plan subject to the Plan Application and the direction and approval of Employer

1.1.2. Design, prepare, and deliver Eligible Employee sign-up instructions and Plan communications.

1.2. REPORTING Navia shall:

1.2.1. Provide format for Initial Eligibility File and the Changes Only File. Initial Eligibility File shall mean the file format sent at implementation of the Plan by Navia to Employer for Employer to populate with the Eligible Employee census data. The Changes Only File shall mean the file format sent by Navia to Employer for Employer to populate with only those newly Eligible Employees, terminated employees, and any Eligible Employee with updated census data.

1.2.2. Provide Initial Payroll Deduction Report on the 21st of each month and Final Payroll Deduction Report on the second Business Day after providing the Initial Payroll Deduction Report. The Initial Payroll Deduction Report shall mean the report detailing funds ordered, adjustments, and, if applicable, any Employer subsidy as of 11:59 PST on the 20th of the month. The Final Payroll Deduction Report shall mean the Initial Payroll Deduction Report as amended by Employer for that month.

1.3. PLAN DESIGN OPTIONS - PAY ME DIRECTLY
If selected on the Plan Application, Navia shall provide optional Pay Me Directly administration for some or all Qualified Transportation Benefits as defined in the Internal Revenue Code Section 132. The Pay Me Directly Plan shall mean an optional program whereby Navia issues reimbursements directly to Eligible Employees in the form of direct deposit or checks for Qualified Transportation Benefits.

2. RESPONSIBILITIES OF EMPLOYER

2.1. IMPLEMENTATION
Employer shall timely provide the Plan Application and any other information reasonably necessary for Navia to satisfy its obligations hereunder.

2.2. REPORTING Employer Shall:

2.2.1. Provide the Initial Eligibility File forty-five (45) days prior to the effective date of the Plan. Each month thereafter Employer shall provide the Changes Only File by the fifth (5th) of the month. If Employer fails to provide the Changes Only File by the fifth (5th) of the month Navia will use the current Eligible Employee data.

2.2.2. Send corrections and adjustments to the Initial Payroll Deduction Report (including newly ineligible employees) to commuter@naviabenefits.com by noon PST of the second (2nd) Business Day after Navia sends the Initial Payroll Deduction Report. Verbal corrections and adjustments will not be accepted.

2.2.3. Report all new Eligible Employees, changes in Eligible Employee information, terminations, and leaves-of-absence, on the same day of such occurrence. Employer shall not terminate employees by exclusion from the Changes Only File. Any employee termination, leave-of-absence, and newly ineligible employees occurring between 11:59 PST on the 20th of the month and the second (2nd) Business Day after receiving the Initial Payroll Deduction Report shall be reported as provided in this section.

2.3. FUNDING
Employer shall authorize Navia to direct debit for amounts listed in the Final Payroll Deduction Report. Navia shall initiate direct debit of Employer's checking or savings account on the third (3rd) Business Day after Navia sends the Initial Payroll Deduction Report.

3. FEES

3.1. Monthly Processing and Administration Fees:

$4.00 per month per Covered Employee that orders through the GoNavia platform. ($75 monthly minimum)

3.2. Electronic Funds Transfer: $10.00 per returned item from attempted direct debit from Employer account.

3.3. Summary Plan Description Fee: $3.50 per Summary Plan Description printed and sent. Provided only upon Employer request.

3.4. Meetings and Benefit Fairs: For on-site enrollment meetings and attendance at benefit fairs by Navia:

3.4.1. Employer shall pay to Navia $75.00 per hour, or $300.00 per eight-hour day, whichever is less;
3.4.2. Air travel and lodging expenses shall be charged to Employer at Navia's cost;
3.4.3. Automobile mileage is charged at $ .36/mile, plus $37.50/hour driving travel time.
3.4.4. Air travel time is charged as a full day cost, of $300.00 per day.

3.5. Exception Handling: Employer shall pay Navia $5.00 for each manual correction to the Initial Payroll Deduction Report requested after the deadline set forth in Section 2.2.2.

3.6. Ad Hoc Reporting: $75 per hour for manual reports not part of the Navia reporting suite.

3.7. Noncompliant File Processing Fee: $150 per month

SECTION 132 TRANSPORTATION AND PARKING REIMBURSEMENT PLAN SCHEDULE

This Schedule is incorporated into and made a part of the Agreement. The responsibilities of the Parties set forth in this Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Schedule and any other part of the Agreement with respect to the subject matter of this Schedule, the Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined as set forth in the Agreement.

As part of the Services, Employer has asked Navia to assist it with Transportation and Parking Reimbursement ("132") administration as more particularly described in this Schedule below.

4. RESPONSIBILITIES OF NAVIA

4.1. IMPLEMENTATION
Navia shall implement the Plan subject to the Plan Application and the direction and approval of Employer.

4.2. PLAN PROCESSING AND ADMINISTRATION Navia shall:

4.2.1. Provide claim reimbursements by check or direct deposit. Such claim reimbursements will be issued within two (2) Business Days after the later of: (1) the scheduled processing date; (2) the date Employer reconciles the Eligibility and Payroll Deduction Report ("EDR") or submits an approved payroll report; or (3) the receipt of funds as required in the funding section.

4.2.2. Provide notification of online availability of the EDR, Disbursement, and Year-to-Date report.

4.2.3. Provide annual year-end report within ninety (90) days after the claims Run-Out Period has expired.

4.2.4. Perform claims adjudication, including verification of date, service, and cost of service.

5. RESPONSIBILITIES OF EMPLOYER

5.1. IMPLEMENTATION
Employer shall timely provide the Plan Application and any other information reasonably necessary for Navia to satisfy its obligations hereunder.

5.2. REPORTING
Employer shall submit an approved payroll file or reconcile the EDR against payroll deductions for each processing date through the Website. If Employer cannot or does not perform this responsibility, Navia may charge $65.00 per reconciled report. If Employer fails to provide the approved payroll file or reconcile the EDR for more than forty-five (45) days from the pay date deduction Navia may suspend claim processing.

5.3. FUNDING
[IF DISBURSEMENT FUNDED with direct debit] For the initial term, Navia shall invoice Employer within sixty (60) days after the commencement of the Plan Year an Employer deposit equal to five percent (5%) of the projected annual elections for the

Plan (the "Deposit") or $1,000 whichever is greater. Employer shall pay the Deposit within thirty (30) days of receipt of the invoice. At the beginning of each subsequent Plan Year Navia reserves the right to recalculate the Deposit for that Plan Year to be paid by Employer within 30 days after the commencement of such Plan Year. Said sum, or the portion thereof not utilized, shall then be reimbursed to Employer one-hundred and eighty days (180) after the end of the final Plan Year. Employers using disbursement funding shall authorize Navia to direct debit for Employer dollars equal to Covered Individual claim reimbursements. Navia shall direct debit Employer's checking or savings account within two (2) Business Days of Employer's receipt of the Disbursement Report. In the event funding is not received within ten (10) days of the scheduled reimbursement date Navia may suspend claim processing.

6. FEES

6.1. Plan Year Fees:

$300.00 annual fee for the Plan administration.

6.2. Monthly Processing and Administration Fees:

$5.75 per month per 132 Covered Employee ($75/month minimum)

6.3. Enrollment form processing: $4.00 per enrollment form received and processed.

6.4. Summary Plan Description Fee: $3.50 per Summary Plan description printed and mailed to Employer or Covered Employees. Provided only upon Employer request.

6.5. Electronic Funds Transfer: $10.00 per returned item, from attempted deposit in Covered Employee account.

6.6. Electronic Funds Transfer: $10.00 per failed direct debit from Employer account.

6.7. Enrollment Meetings and Benefit Fairs: For on-site enrollment meetings and attendance at benefit fairs by Navia:

6.7.1. Employer shall pay to Navia $75.00 per hour, or $300.00 per eight-hour day, whichever is less;
6.7.2. Air travel and lodging expenses shall be charged to Employer at Navia's cost;
6.7.3. Automobile mileage is charged at $ .36/mile, plus $37.50/hour driving travel time.
6.7.4. Air travel time is charged as a full day cost, of $300.00 per day.

6.8. Plan Document Amendment Fee: In the event that Employer wishes to make changes to the Plan on any date other than the Plan anniversary date, Employer shall pay to Navia the following Fees:

6.8.1. $150 per amendment pertaining to general Plan design, eligibility or benefits.

6.9. Ad Hoc Reporting: $75 per hour for manual reports not part of the Navia reporting suite.

6.10. Noncompliant File Processing Fee: $150 per month

CODE SECTION 223 HEALTH SAVINGS ACCOUNT ("HSA") SCHEDULE

This Schedule is incorporated into and made a part of the Agreement. The responsibilities of the Parties set forth in this Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Schedule and any other part of the Agreement with respect to the subject matter of this Schedule, the Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined as set forth in the Agreement. As part of the Services, Employer has asked Navia to assist it with HSA administration as more particularly described in this Schedule below.

1. RESPONSIBILITIES OF NAVIA

1.1. IMPLEMENTATION Navia shall:

1.1.1. Implement Plan subject to the Plan Application and the direction and approval of Employer.

1.1.2. Process census data to permit employees and new hires to establish a HSA.

1.2. PLAN PROCESSING
Provide Covered Employees Website access to HSAs to facilitate distribution requests via check or direct deposit and provide access to HSA balance information, investment information, and fund performance.

1.3. TAX AND GOVERNMENTAL REPORTING
Navia will provide the designated HSA bank (the "Bank") information necessary for the Bank to file any required returns, reports, or other documents to the applicable taxing authorities in connection with the maintenance of the HSAs.

2. RESPONSIBILITIES OF EMPLOYER

2.1. IMPLEMENTATION
Employer shall timely provide the Plan Application and any other information reasonably necessary for Navia to satisfy its obligations hereunder.

2.2. REPORTING
Employer shall report via the Website new hires, terminated Covered Employees, and all other information necessary to track payroll deductions, Employer contributions, and individual contributions.

2.3. FUNDING

2.3.1. Authorize the Bank to direct debit Employer's account for Employer dollars equal to Covered Employees' payroll deduction, Employer contributions, and individual contributions, if any, from third parties. The Bank shall direct debit Employer's checking or savings account within two (2) Business Days of the pay date deduction.

2.4. HSA ELIGIBILITY
Employer shall verify Employee enrollment in a high deductible health plan on or before enrollment in the HSA.

2.5. AUTO HSA ESTABLISHMENT
If auto enroll is selected in the Plan Application, Employer shall collect authorization forms or other documentation from Employees authorizing Employer to establish an HSA on behalf of the Employee. Employer shall then complete and return to Navia the census file or upload such file in order to establish the HSA.

3. RESPONSIBILITIES OF THE PARTIES

3.1. VALIDATION OF DOCUMENTATION STANDARDS

3.1.1. Navia will assist the Bank in obtaining and documenting information relating to the following documentation standards. Navia may follow up with the actual and potential Covered Employees whose identities cannot be verified through the Bank's validation procedures. If actual and potential Covered Employees do not provide the documentation requested then Employer shall provide the information upon Navia's request, pursuant to the following paragraphs.

3.1.2. In the event an individual provides an invalid social security number, name, date of birth, or address Employer shall provide a copy of one the following forms for such individual within five (5) Business Days of Navia's request:

3.1.2.1. Social Security Card
3.1.2.2. Passport
3.1.2.3. Birth Certificate
3.1.2.4. Driver's License or State Identification
3.1.2.5. Marriage Certificate or License
3.1.2.6. Divorce Decree
3.1.2.7. Legal Name Change Certificate
3.1.2.8. Document which indicates the individual's address, such as utility or phone bill
3.1.2.9. Such other document as determined by the Bank

3.1.3. Accounts will not be established at the Bank where the Bank has not received verification of identification in compliance with the Patriot Act. Employer agrees to maintain records used to verify identity for seven (7) years after the date the account is closed, or to transfer those records to the Bank upon request and at the termination of this Agreement.

3.1.4. Upon receipt of the documents described above, the establishment of the HSA shall resume. If the processing of any transaction with respect to an employee or Covered Employee HSA ceases due to Employer failing to provide Navia copies of the validation information requested, then Employer shall be liable for any adverse consequence that may result to the employee or Covered Employee and Navia shall be held harmless by Employer. In addition, Employer shall permit the Bank or its agents, including federal or state banking regulators, to perform an on-site audit of documents and information

relating to HSAs and the employee or Covered Employees at any time upon thirty (30) days' written notice (or such shorter period as may be requested by federal or state banking regulators), provided that Employer shall not be required to provide access to any information that would cause it to violate state or federal privacy laws. Employer will also maintain electronic copies of paper enrollment forms and any HSA written correspondence for a minimum of seven (7) years.

3.2. HSA OVERDRAFTS

In the event that an overdraft occurs, Bank will communicate the overdraft to the Covered Employee. Covered Employee shall have ninety (90) days from the date Covered Employee receives notice of the overdraft to pay the overdraft and any outstanding Fees assessed against the HSA, including any overdraft fees. Until the overdraft and any outstanding Fees have been collected Navia may suspend all HSA Covered Employee's activity, including the use of the Electronic Payment Card. If after ninety (90) days the overdraft has not been cleared, Employer will pay an amount to the HSA equal to the amount of the overdraft and any outstanding Fees assessed against the HSA, including any overdraft Fees and Navia shall close the Covered Employee's HSA. Employer may subject the HSA Covered Employee to any and all collection actions needed to recover such amounts.

3.3. EXCESS DISTRIBUTIONS

If distributions from Covered Employees' HSA exceed the combined amount in the cash account and the investment account due to failure to fund contributions (resulting from a failed or rejected direct debit or any other failure to fund or transfer funds by Employer), then Navia shall notify Employer in writing of such deficiency as soon as administratively feasible. Navia and Employer shall agree within five (5) Business Days from Employer being notified, to a joint resolution as to how to eliminate such deficiency. If a joint resolution cannot be agreed to by Navia and Employer within five (5) Business Days and after a good faith effort by both Navia and Employer to collect such deficiency within their roles and responsibilities under this Agreement, then Employer agrees to take reasonable and appropriate actions to eliminate such deficiency. The Parties agree that Employer actions shall not be construed as an admission of its fault in causing such deficiency, and if such actions do not result in correcting such deficiency, either Party may seek an appropriate remedy as provided by law or the termination section of this Agreement.

4. ERISA & COBRA

The Parties acknowledge that this Schedule is premised upon the assumption that Navia is not responsible for any aspect of ERISA's participation, vesting, funding, reporting, disclosure, or fiduciary requirements as they may apply to an HSA or any high deductible health plan ("HDHP").

5. FEES

5.1. Monthly Processing and Administration Fees:
$3.00 per month per HSA Covered Employee ($100 monthly minimum).

5.2. Enrollment form processing: $4.00 per enrollment form received and processed.

5.3. Electronic Funds Transfer: $10.00 per returned item from attempted direct debit from Employer account.

5.4. Banking Fees: Any Fees assessed against Navia due to Employer's failure to timely report data and/or receive and transfer funds.

5.5. Account Reconciliation: In the event Employer fails to reconcile or report Employer dollars equal to the payroll deduction, Employer contributions, and individual contributions, if any, from third parties, as described in Section 3.1 of the Agreement, then Navia will perform the reconciliation for $75.00/hour, with a minimum of $75.00 per report.

5.6. Ad Hoc Reporting: $75 per hour for manual reports not part of the Navia reporting suite.

5.7. Noncompliant File Processing Fee: $150 per month

5.8. Enrollment Meetings and Benefit Fairs: For on-site enrollment meetings and attendance at benefit fairs by Navia:

5.8.1. Employer shall pay to Navia $75.00 per hour, or $300.00 per eight-hour day, whichever is less;
5.8.2. Air travel and lodging expenses shall be charged to Employer at Navia's cost;
5.8.3. Automobile mileage is charged at $ .36/mile, plus $37.50/hour driving travel time.
5.8.4. Air travel time is charged as a full day cost, of $300.00 per day.

WELLNESS PLAN ADMINISTRATION SCHEDULE

This Schedule is incorporated into and made a part of the Agreement. The responsibilities of the Parties set forth in this Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Schedule and any other part of the Agreement with respect to the subject matter of this Schedule, the Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined as set forth in the Agreement. As part of the Services, Employer has asked Navia to assist it with Wellness Plan administration as more particularly described in this Schedule below.

1. RESPONSIBILITIES OF NAVIA

1.1. IMPLEMENTATION

1.1.1. Implement the Plan subject to the Plan Application and the direction and approval of Employer.

1.1.2. Prepare a Wellness Communication to Employer for review. A "Wellness Communication" shall mean a communication that describes the Plan Year, benefit amount, eligible expenses, claims process, Run-Out Period, and other necessary Plan design features as determined by Employer and communicated to Navia.

1.2. PLAN PROCESSING AND ADMINISTRATION Navia shall:

1.2.1. Provide claim reimbursements by check or direct deposit. Such claim reimbursements will be issued within two (2) Business Days after the later of: (1) the scheduled processing date; (2) the date Employer reconciles the Eligibility and Payroll Deduction Report ("EDR") or submits an approved payroll report; or (3) the receipt of funds as required in the funding section.

1.2.2. Provide notification of availability of disbursement and year-to-date report to Employer on each reimbursement processing date.

2. RESPONSIBILITIES OF EMPLOYER

2.1. IMPLEMENTATION
Employer shall timely provide the Plan Application and any other information reasonably necessary for Navia to satisfy its obligations hereunder.

2.2. PLAN COMPLIANCE

2.2.1. It is the intention of Employer to provide a Wellness Plan that is not subject to COBRA, HIPAA, or ERISA and that the benefit will be provided on a post-tax basis;

2.2.2. In the event Employer designs a Wellness Plan subject to COBRA, HIPAA, ERISA, Wellness rules, the ADA, and/or IRS Code section 105 then Employer will ensure compliance with such applicable laws, pay any applicable Fees, and file any required tax or governmental returns, including, but not limited to, the 5500 or any applicable schedules.

2.3. FUNDING

[IF DISBURSEMENT FUNDED with direct debit] For the initial term, Navia shall invoice Employer within sixty (60) days after the commencement of the Plan Year an Employer deposit equal to the greater of $1,000 or five percent (5%) of the projected annual benefit for the Plan (the "Deposit"). Such deposit shall not exceed $5,000. Employer shall pay the Deposit within thirty (30) days of receipt of the invoice. At the beginning of each subsequent Plan Year Navia reserves the right to recalculate the Deposit for that Plan Year to be paid by Employer within 30 days after the commencement of such Plan Year. Said sum, or the portion thereof not utilized, shall then be reimbursed to Employer one-hundred and eighty days (180) after the end of the final Plan Year. Employers using disbursement funding shall authorize Navia to direct debit for Employer dollars equal to Covered Individual claim reimbursements. Navia shall direct debit Employer's checking or savings account within two (2) Business Days of Employer's receipt of the Disbursement Report. In the event funding is not received within ten (10) days of the scheduled reimbursement date Navia may suspend claim processing.

3. FEES

3.1. Monthly Processing and Administration Fees:
$3.50 per month per Covered Employee ($100 monthly minimum)

3.2. Enrollment form processing: $4.00 per enrollment form received and processed.

3.3. Electronic Funds Transfer: $10.00 per returned item, from attempted deposit in Covered Individual account

3.4. Electronic Funds Transfer: $10.00 per returned item, from attempted deposit in Covered Individual account

3.5. Enrollment Meetings and Benefit Fairs: For on-site enrollment meetings and attendance at benefit fairs.

3.5.1. Employer shall pay to Navia $75.00 per hour, or $300.00 per eight-hour day, whichever is less;
3.5.2. Air travel and lodging expenses shall be charged to Employer at Navia's cost;
3.5.3. Automobile mileage is charged at $ .36/mile, plus $37.50/hour driving travel time.
3.5.4. Air travel time is charged as a full day cost, of $300.00 per day.

3.6. Plan amendment Fee: In the event that Employer wishes to make changes to the Plan on any date other than the Plan anniversary date, Employer shall pay to Navia $150 per amendment pertaining to general plan design, eligibility, or benefits.

3.7. Ad Hoc Reporting: $75 per hour for manual reports not part of the Navia reporting suite.

3.8. Noncompliant File Processing Fee: $150 per month

OTHER BENEFIT PLAN ADMINISTRATION
FEDERAL COBRA ADMINISTRATION SCHEDULE

Employer has independently concluded that one or more of its plans that provide medical care ("Health Plans") are subject to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), as subsequently amended. Consequently, Employer is required to perform certain acts in order to comply with COBRA.

This Schedule is incorporated into and made a part of the Agreement. The responsibilities of the Parties set forth in this Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Schedule and any other part of the Agreement with respect to the subject matter of this Schedule, the Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined by COBRA or as set forth in the Agreement.

As part of the Services, Navia will provide COBRA-related administrative assistance (the "COBRA Administration") for designated Health Plans communicated in writing to Navia and as more particularly described in this Schedule below.

1. Responsibilities of Navia

1.1. Navia shall implement the COBRA Administration subject to the Plan Application and the direction and approval of Employer

1.2. Navia will distribute its standard COBRA General Notice by first class mail or other permitted distribution method to the last known address of each Eligible Employee and, when required by applicable law, the spouse or dependent as soon as reasonably possible but no later than fourteen (14) days after receiving the information necessary to complete and send a COBRA General Notice from Employer. Navia will distribute its standard COBRA Specific Rights Notice and COBRA Election Form by first class mail or other permitted distribution method to the last known address of the Qualified Beneficiary as soon as reasonably possible but no later than fourteen (14) days after receiving the information necessary to complete the COBRA Election Form from Employer, or where applicable, from the Qualified Beneficiary.

1.3. Navia has no obligation to resend any COBRA General Notices, COBRA Specific Rights Notice, COBRA Election Forms, late payment reminders, termination notifications, or any other form, document, or communication that is returned undeliverable.

1.4. If Navia receives notice from a Qualified Beneficiary that a qualifying event has occurred or a Qualified Beneficiary has been determined to be disabled by the Social Security Administration, and such Qualified Beneficiary is not eligible for COBRA for any reason, Navia will send a notice of ineligibility by first class mail as soon as reasonably possible but no later than fourteen (14) days after receiving notice from such Qualified Beneficiary.

1.5. Navia will process the COBRA Election Forms submitted by Qualified Beneficiaries in accordance with applicable law and Employer's instructions. Employer is responsible for providing all information not otherwise required to be provided by the Qualified Beneficiary that Navia reasonably believes is necessary to process COBRA Election Forms.

1.6. Upon Employer's written request, Navia will send an open enrollment materials and open enrollment election form to the last known address of the Qualified Beneficiary to the extent Employer has provided the information necessary to complete and distribute the open enrollment election form. Upon Employer's written request, Navia will also process any mid-year changes in elections in accordance with Employer's Health Plan Document and applicable law.

1.7. Navia will notify the Qualified Beneficiary of the COBRA premium and the applicable due dates, as determined by Employer and the applicable due dates. s

1.8. Navia will collect premiums from Qualified Beneficiaries (or third parties on behalf of Qualified Beneficiaries where applicable). All premiums collected by Navia in accordance with this Schedule will be deposited into a separate account for the use of paying premiums established for such purpose at a financial institution of Navia's choosing. Any interest generated on such account shall belong to Navia as reasonable compensation under this arrangement. Navia may use such funds for any legal purpose including, but not limited to, to offset any fees of the financial institution with respect to such account. To the extent that such interest (after deducting applicable fees) is not in excess of LIBOR plus 2-percent, Navia shall be entitled to retain such interest. Navia will return interest earned in excess of these permissible amounts to the Employer and the Employer agrees that it will use such amounts in accordance with applicable laws, including but not limited to ERISA when applicable. Premium payments collected by Navia shall at all times be the property of the Employer, and, notwithstanding any terms herein to the contrary, shall be held by Navia acting on behalf of the Employer, except that Navia shall be entitled to retain any interest earned on such payments as well as the 2% surcharge administrative fee paid by such COBRA QB. Navia will send to Employer all premiums collected in accordance with this Schedule, reduced by a 2% administration Fee, by the 20th day following the end of month in which the premiums were collected. Alternatively, Navia will remit collected premiums to appropriate third parties as directed in the New Plan Setup or upon prior written amendment or prior written instruction from Employer. Navia is not responsible for paying the balance of the carrier invoice. Navia shall remit premiums collected but is not responsible for any failure of payment of carrier invoice for premiums not collected.

1.9. Navia will send a notice by first class mail to the last known address of the Qualified Beneficiary indicating that COBRA coverage is terminating or has terminated. The notice of termination will be sent as soon as reasonably possible but no later than a reasonable amount of time after COBRA coverage has ended.

1.10. Navia will provide responses to inquiries by providers and/or insurance Carriers regarding coverage status of Qualified Beneficiaries. All responses will be based solely on the information provided by Employer and maintained by Navia in accordance with this Schedule.

1.11. Navia will provide Employer with monthly remittance reports (an itemized status report of Qualified Beneficiaries). Employer is responsible for reviewing the report posted by Navia and notifying Navia of any errors of which it is aware within fourteen days of the report being posted. Navia is not responsible for any errors due the Employer's failure to review reports within the required timeframe.

1.12. Navia has no responsibility for the payment or reimbursement of health care claims.

1.13. Navia may deposit all COBRA premiums it receives in a bank account from which Navia shall remit payments to the Employer as required or permitted under this Agreement. Navia will maintain an accounting of the premiums in the bank account that are allocable to the Employer, adjusted for the remittances and for the reduction for fees.

1.14. The scope of Navia's Services as it relates COBRA includes Qualified Beneficiaries who are receiving COBRA coverage at the Effective Date of this Agreement, Qualified Beneficiaries in their election period that have already received a specific rights notice, Qualified Beneficiaries who have experienced a qualifying event in the thirty days prior to the Effective Date, as well as Qualified Beneficiaries who experience Qualifying Events on or after the Effective Date of this Agreement.

2. Responsibilities of Employer

2.1. Employer shall timely provide the Plan Application and any other information necessary for Navia to satisfy its obligations hereunder.

2.2. Employer shall notify all relevant Carriers that Navia is the COBRA administrator before the effective date of the COBRA Administration.

2.3. It is Employer's sole responsibility to reconcile the Carrier invoice with the remittance report provided by Navia within thirty 30 days of receipt. Any errors resulting from the failure to do so will be the sole responsibility of Employer.

2.4. Employer will provide the required notice data to Navia within 30 days of the date of COBRA Qualifying Event that is due to:

2.4.1. Divorce or legal separation.
2.4.2. Child reaching the limiting age.
2.4.3. Termination of an employee's employment.
2.4.4. Reduction in an employee's hours that results in a loss of coverage under the Health Plan.
2.4.5. Employee's death; or
2.4.6. Employee's entitlement to Medicare that results in a loss of coverage under the Health Plan for the employee's spouse or dependent child.
2.4.7. Knowledge of second qualifying event, notice of disability determination and notice of change in disability status.
2.4.8. If Employer does not provide Navia the complete required notice data until after the 30 - day period expires, Navia will provide the Qualified Beneficiaries their Specific Rights Notice within fourteen (14) days after receiving the data, but subject to the following condition: if a Qualified Beneficiary timely elects COBRA, Employer will have sole responsibility (a) for any adverse consequences (including, for example, a Carrier's refusal to provide coverage or a stop-loss insurer's refusal to reimburse claims because the Carrier or insurer deems Employer to have provided untimely notice under COBRA) and (b) for ensuring the availability of continuation coverage to the Qualified Beneficiary for the maximum coverage period under COBRA.

2.5. Employer will notify Navia, in writing, of the premium rates and will do so at least forty-five (45) days before their effective date. If Employer notifies Navia of new premium rates less than forty-five (45) days before their effective date, Navia may defer implementing the new premium rates to the first day of the first month that occurs more than forty-five (45) days after Employer's notification to Navia. In the event Employer fails to timely report new premium rates to Navia, Employer shall be liable for any resulting consequences, including, but not limited to, funding any premium shortfall, reinstating coverage, or other negative consequence.

2.6. If the Carrier requires premium rate payment information within a specific timeframe, it is Employer's responsibility to independently obtain the information from the Website and to provide it to the Carrier.

2.7. Employer will promptly notify Navia in writing when Employer becomes aware of address changes of its employees, their spouses, and/or dependent children who are receiving continuation coverage. Navia shall not be responsible for any consequences caused by Employer's failure to promptly notify Navia up address changes.

2.8. Employer will promptly notify Navia in writing if it becomes aware that a Qualified Beneficiary who is receiving continuation coverage:
- 2.8.1. has become entitled to Medicare;
- 2.8.2. has become covered by another Employer's group Health Plan;
- 2.8.3. has been determined to be disabled by the Social Security Administration;
- 2.8.4. has been determined to be no longer disabled by the Social Security Administration;
- 2.8.5. has become divorced or legally separated; or
- 2.8.6. no longer is a dependent child according to the terms of the Health Plan.

2.9. Employer will promptly notify Navia in writing when the Employer is no longer subject to COBRA.

2.10. Employer has the responsibility to pay, or to cause to be paid, all excise taxes required under Internal Revenue Code section 4980B, as and when required, and to file, or to cause to be filed, IRS Form 8928, as and when required.

3. FEES

[STANDARD FEES] The COBRA Services are based on the number benefit eligible Employees. The monthly administration Fee is based on the benefit eligible Employee count ("Count") calculated at the start of each service year and updated upon renewal. Navia reserves the right to update the Count quarterly.

COBRA Fees	
Guarantee Period	[insert timeframe]
Participant Count Increase[1]	10%
Initial Set-Up Fee	$150 - $500
Annual Fees	$150 - $500
Base Monthly Administration Fee[2]	

Pro-Rated or Age-Banded Health Plans Fee	
2% COBRA Administration Fee[1]	Retained or Invoiced by Navia
Miscellaneous Fees	
Manual Data Entry Fee	$5.00 per Qualified Beneficiary entered
Noncompliant File Processing Fee	35% the total monthly administration fee
Special Handling[3]	$15.00 per occurrence plus postage
Offboarding Fees	Equal to the last month's administration fees
Optional Services/Fees	
Mass mailing of initial general notice to all active employees and covered spouses.	$3.00 per notice.
Open Enrollment Services	$20 Fee per kit mailed plus postage

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[1]If updated counts are not received by the plan renewal date then Navia shall assume a 10% increase from the previous year.

[2]If this Fee is not added to the COBRA rates or paid by Qualified Beneficiaries, Navia will invoice Employer for the 2% COBRA Fee. If Employer subsidizes the COBRA premium, Navia will deduct the 2% from the monthly remittance or invoice Employer for the additional amount.

[3]Includes rush notices, non-standard shipping, Employer invoicing of COBRA premiums, etc.)

DIRECT BILLING ADMINISTRATION SCHEDULE

This Schedule is incorporated into and made a part of the Agreement. The responsibilities of the Parties set forth in this Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Schedule and any other part of the Agreement with respect to the subject matter of this Schedule, the Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined as set forth in the Agreement.
As part of the Services, Employer has asked Navia to provide Direct Billing administration ("Direct Billing Administration") for designated Health Plans as more particularly described in this Schedule below.

1. Responsibilities of Navia

1.1. Navia shall implement the Direct Billing Administration subject to the Plan Application and the direction and approval of Employer.

1.2. Navia shall distribute its standard premium invoices for the premium amount specified by Employer by first class mail to the last known address of each individual identified by Employer as a participant ("Direct Billing Participant") within 14 days of receipt of information necessary to complete and send such invoice.

1.3. Navia shall collect premiums from Direct Billing Participants (or third parties on behalf of Direct Billing Participants where applicable). All premiums collected by Navia in accordance with this Schedule will be deposited into a separate account on behalf of Employer. Timely receipt of premium is understood to mean a postmark date that is on or before expiration of the deadline specified on the invoice.

1.4. Navia shall remit all premiums received by Navia to Employer by the 20th day following the end of month in which the premiums were collected. The amount submitted shall equal the net amount due Employer. The net amount due Employer is the aggregate of all Direct Billing Participant premiums timely received by Navia in the preceding month, reduced by a 2% administration Fee. Administrative Fees due from Employer will be charged in accordance with the below Fees. In the event there is insufficient premium collected to offset the administrative Fees due from Employer, a invoice will be sent to Employer itemizing the balance due Navia. Alternatively, Navia will remit collected premiums to appropriate third parties as directed in the New Plan Setup or upon prior written amendment or prior written instruction from Employer. Navia is not responsible for paying the balance of the carrier invoice. Navia shall remit premiums collected but is not responsible for any failure of payment of carrier invoice for premiums not collected.

1.5. Navia shall provide a remittance report listing the Direct Billing Participant premiums timely received for the preceding month, and the itemization of the administrative Fees due from Employer. Employer is responsible for reviewing such report for any inaccuracies and promptly notifying Navia thereof.

1.6. Navia shall make available real-time detailed reports of Navia's Direct Billing activities during the preceding month. Information reported will include, but is not limited to, Direct Billing Participant invoices sent, Direct Billing Participant premiums received, expiration and termination activity, listing of all Direct Billing

Participants, and a list of Direct Billing Participants whose premiums remains past due.

1.7. Navia shall notify the Direct Billing Participant of the termination of their coverage should any such Participant be found ineligible to continue coverage as a result of non-payment of premium within Employer's timelines.

1.8. In the event of termination of this Schedule, Navia shall not be responsible for notifying Direct Billing Participants and eligible participants of such termination and the procedure to be followed to retain or obtain coverage.

2. Responsibilities of Employer

2.1. Employer shall timely provide Navia the Plan Application and any other information reasonably necessary for Navia to satisfy its obligations hereunder.

2.2. Employer shall communicate to Navia all necessary deadlines and timelines (election deadline, payment grace period, etc.) in order for Navia to administer the Direct Billing Administration. Employer will provide all information reasonably necessary for Navia to satisfy its obligations hereunder.

2.3. Employer shall notify all relevant Carriers that Navia is the Direct Billing administrator by the effective date of the Direct Billing Administration.

2.4. It is Employer's sole responsibility to reconcile the Carrier invoice with the remittance report provided by Navia. Any errors resulting from the failure to do so will be the sole responsibility of Employer.

3.1. Employer will notify Navia, in writing, of the premium rates and will do so at least forty-five (45) days before their effective date. If Employer notifies Navia of new premium rates less than forty-five (45) days before their effective date, Navia may defer implementing the new premium rates to the first day of the first month that occurs more than forty-five (45) days after Employer's notification to Navia. In the event Employer fails to timely report new premium rates to Navia, Employer shall be liable for any resulting consequences, including, but not limited to, funding any premium shortfall, reinstating coverage, or other negative consequence.

2.5. If the Carrier requires premium rate payment information within a specific timeframe, it is Employer's responsibility to independently obtain the information from the Website and provide it to the Carrier.

2.6. Employer will promptly notify Navia in writing when Employer becomes aware of address changes for a Direct Billing Participant receiving continuation coverage. In the event Employer fails to timely report an address change to Navia within 48 hours of receipt or notice thereof, Employer shall be liable for any resulting consequences.

2.7. If applicable to eligibility of the Plan, Employer will promptly notify Navia in writing if it becomes aware that a Direct Billing Participant who is receiving continuation coverage:

2.7.1. has become entitled to Medicare;
2.7.2. has become covered by another Employer's group Health Plan;
2.7.3. has become divorced or legally separated; or

2.7.4. no longer is a dependent child according to the terms of the Health Plan.

3. FEES

[STANDARD FEES] The Direct Billing Services are based on the number of Participants. The administration Fee is based on the Participant count ("Count") determined at the start of each service year and updated upon renewal. Navia reserves the right to update the Count quarterly.

Direct Billing Fees	
Guarantee Period	[insert timeframe]
Participant Count Increase[1]	10%
Initial Set-Up Fee	$150 - $500
Annual Fees	$150 - $500
Participant Fee	**?**
Miscellaneous Fees	
Manual Data Entry Fee	$5.00 per Participant entered
Noncompliant File Processing Fee	35% the total monthly administration fee
Special Handling[2]	$15.00 per occurrence plus postage
Offboarding Fees	Equal to the last month's administration fees
Optional Services/Fees	
Open Enrollment Services	$20 Fee per kit mailed plus postage

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[1]If updated counts are not received by the plan renewal date then Navia shall assume a 10% increase from the previous year.

[2]Includes rush notices, non-standard shipping, Employer invoicing of COBRA premiums, etc.

EXHIBIT A BUSINESS ASSOCIATE AGREEMENT

This Exhibit is incorporated into and made part of the Agreement. The responsibilities of the Parties set forth in this Exhibit are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Exhibit and any other part of the Agreement with respect to the subject matter of this Exhibit, this Exhibit will control. In all other conflicts, the Agreement controls. This Exhibit is intended to comply with the Business Associate Agreement provisions set forth in 45 CFR §§ 164.314 and 164.504(e), and any other applicable provisions of 45 CFR parts 160 and 164, issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 as amended, including by the Health Information Technology for Economic & Clinical Health Act of the American Recovery and Reinvestment Act of 2009 ('ARRA"), (collectively "HIPAA").

Navia recognizes that in the performance of Services under the Agreement it may have access to, create, and/or receive from the Benefit Plan(s) or on its behalf Protected Health Information ("PHI'). For purposes herein, PHI shall have the meaning given to such term in 45 CFR § 164.103, limited to the information created or received from the Benefit Plan(s) or on its behalf by Navia. Whenever used in this Exhibit A other capitalized terms shall have the respective meaning set forth below or in the Agreement, unless a different meaning shall be clearly required by the context. In addition, other capitalized terms used in this Exhibit A but not defined herein or in the Agreement, shall have the same meaning as those terms are defined under HIPAA. This Exhibit shall be automatically amended to incorporate changes by Congressional act or by regulations of the Secretary that affect Business Associate or Covered Entity's obligations under this Exhibit.

1. Definitions.

1.1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 CFR 164.402.

1.2. Business Associate. "Business Associate" shall mean Navia Services, Inc. ("Navia").

1.3. Covered Entity. "Covered Entity" shall mean the Benefit Plan(s).

1.4. Electronic Protected Health Information. "Electronic Protected Health Information" ("ePHI") shall have the same meaning as the term "electronic Protected Health Information" in 45 CFR 160.103, limited to the information created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.

1.5. HHS. "HHS" shall mean the Department of Health and Human Services.

1.6. HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996.

1.7. HITECH. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act.

1.8. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.9. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

1.10. Protected Health Information. "Protected Health Information" ("PHI") shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.

1.11. Required by Law. "Required by Law" shall have the same meaning as the term "Required by Law" in 45 CFR 164.103.

1.12. Secretary. "Secretary" shall mean the U.S. Secretary of the Department of Health and Human Services or his or her designee.

1.13. Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR 164.304.

1.14. Security Rule. "Security Rule" shall mean the Security Standards and Implementation Specifications at 45 CFR Part 160 and Part 164, subparts A and C.

1.15. Standards for Electronic Transactions Rule. "Standards for Electronic Transactions Rule" means the final regulations issued by HHS concerning standard transactions and code sets under the Administration Simplification provisions of HIPAA, 45 CFR Part 160 and Part 162.

1.16. Subcontractor. "Subcontractor" shall have the same meaning as the term "subcontractor" in 45 CFR 160.103.

1.17. Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning given the term "unsecured protected health information" in 45 CFR 164.402.

2. Obligations and Activities of Business Associate

2.1. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

2.2. Business Associate agrees to take reasonable efforts to limit its use and disclosure of, and requests for, PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. The foregoing minimum necessary standard does not apply to: 1) disclosures or requests by a health care provider for treatment purposes; (2) disclosures to the Individual who is the subject of the information; (3) uses or disclosures made pursuant to an Individual's authorization; (4) uses or disclosures required for compliance with HIPAA; (5) disclosures to HHS when disclosure of information is required under the Privacy Rule for enforcement purposes; (6) uses or disclosures that are required by other law.

2.3. Business Associate agrees to develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of PHI and comply with applicable requirements under the Security Rule.

2.4. Business Associate shall notify Covered Entity of any Breach of Unsecured PHI of which it becomes aware. Such notice shall include, to the extent possible, the information listed in Section 2.6. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the individual committing the Breach, who is an employee, officer, or other agent of Business Associate.

2.5. Notice shall be made without unreasonable delay and in no case later than sixty (60) calendar days after the discovery of a Breach by Business Associate.

2.6. Notice of a Breach shall include, to the extent possible the following:

2.6.1. Identification of each individual whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired, used, or disclosed as a result of the breach.

2.6.2. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known.

2.6.3. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, or account number).

2.6.4. The steps Individuals should take to protect themselves from potential harm resulting from the Breach.

2.6.5. A brief description of any action taken to investigate the Breach, mitigate losses, and to protect against any further Breaches.

2.6.6. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

2.7. If a law enforcement official determines that a notification or notice would impede a criminal investigation or cause damage to national security, such notification, notice or posting shall be delayed in accordance with 45 CFR 164.412.
Upon Covered Entity's request, Business Associate will provide notice of Breach to the Individual(s) affected and such notice shall include, to the extent possible, the information listed in 2.6., unless, upon occurrence of a Breach, Covered Entity requests to disseminate or Navia and Covered Entity agree that Covered Entity will disseminate the notice(s). Any notice provided by Covered Entity to the Individual(s) shall comply with the content requirements listed in section 2.6., as well as any requirements provided under HIPAA, HITECH, and other applicable government guidance. Any notice required to be provided to HHS will be provided by Covered Entity. Business Associate agrees to report to Covered Entity any Use or Disclosure of PHI not provided for by this Exhibit and/or any Security Incident of which it becomes aware, provided that notice is hereby deemed given for Unsuccessful Security Incidents and no further notice of such Unsuccessful Security Incidents shall be given. For purposes of this Section, "Unsuccessful Security Incidents" mean, without limitation, pings and other broadcast attacks on Navia's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, as long as no such incident results in unauthorized access, acquisition, Use, or Disclosure of Protected Health Information. Notification(s) under this Section, if any, will be delivered to contacts identified by the Employer by any means Navia selects, including through e-mail. Navia's obligation to report under this Section is not and will not be construed as an acknowledgement by Navia of any fault or liability with respect to any Use, Disclosure, or Security Incident.

2.8. Business Associate shall require each of its subcontractors, agents, or brokers, that creates, receives, maintains, or transmits PHI on behalf of Covered Entity to enter into a written agreement with Business Associate that provides satisfactory assurances that the subcontractor will appropriately safeguard that information, including without limitation the subcontractor's agreement to be bound by the same restrictions and conditions that apply to Business Associate with respect to such information.

2.9. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI relating to the use and disclosure of PHI available to the Secretary, within ten (10) Business Days after receipt of written request or otherwise as designated by the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule

2.10. Business Associate agrees to document disclosures of PHI and information related to such disclosures as required for Covered Entity to respond to a written request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate will not be obligated to record disclosures of PHI or otherwise account for disclosures of PHI if neither Covered Entity nor Business Associate is required to account for such disclosures pursuant to the Privacy Rule.

2.11. Business Associate agrees to provide to Covered Entity or, upon Covered Entity's request, to an Individual, within ten (10) Business Days after receipt of written request, information collected in accordance with Section 2.10 of this Exhibit, in order to permit Covered Entity to respond to a written request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

2.12. Business Associate agrees to provide access, at the request of Covered Entity and within ten (10) Business Days after receipt of written request, to PHI in the custody

and control of Business Associate in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524. If PHI is maintained in a Designated Record Set electronically, and an electronic copy of such PHI is requested, Business Associate will provide an electronic copy in the form and format requested if it is readily producible in such form and format. If it is not readily producible in such format, Business Associate will work with the Covered Entity or, at the Covered Entity's request, the individual to determine an alternative form and format that enable Covered Entity to meet its electronic access obligations under 45 CFR 164.524.

2.13. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set in the custody or control of Business Associate within ten (10) Business Days after receiving written request from the Covered Entity or, upon Covered Entity's request, as requested in writing by an Individual pursuant to 45 CFR 164.526.

2.14. In the event that Business Associate transmits or receives any Covered Electronic Transaction on behalf of the Covered Entity, it shall comply with all applicable provisions of the Standards for Electronic Transactions Rule to the extent Required by Law, and shall ensure that any subcontractors or agents that assist Business Associate in conducting Covered Electronic Transactions on behalf of the Covered Entity agree in writing to comply with the Standards for Electronic Transactions Rule to the extent Required by Law.

2.15. Business Associate shall not directly or indirectly receive payment in exchange for any PHI of an Individual unless Covered Entity or Business Associate received a valid authorization from the Individual, in accordance with 45 CFR 164.508, unless permitted under the HIPAA rules.

2.16. Business Associate shall not use PHI for marketing purposes without a valid authorization from the affected Individuals, unless such communication is permitted under the HIPAA rules

2.17. Business Associate shall not use or disclose genetic information for underwriting purposes in violation of the HIPAA rules.

3. **Permitted Uses and Disclosures by Business Associate**

3.1. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity related to the Administrative Services Agreement between Business Associate and Covered Entity.

3.2. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that such disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instance of which it is aware in which the confidentially of the information has been Breached.

3.3. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

3.4. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

3.5. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 164.502(j)(1).

3.6. Except as expressly permitted by this Agreement, Business Associate shall not use or disclose PHI in any manner that would violate the requirements of the Privacy Rule if done by Covered Entity.

4. Obligations of Covered Entity and Employer

4.1. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

4.2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

4.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4.4. Employer acknowledges and agrees that Business Associate may disclose PHI in its possession to Employer's workforce as necessary to administer the Plan(s). Employer shall timely notify Business Associate in writing of any terminations or changes of such employees. Employer shall indemnify and hold harmless Business Associate and its employees for any and all liability Business Associate may incur as a result of any improper use or disclosure of PHI by or caused the Plan, Employer, or Employer's Workforce.

5. Permissible Requests by Covered Entity

5.1. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except for uses or disclosures for the purposes of data aggregation, management, and administrative activities of Business Associate.

6. Miscellaneous

6.1. It is agreed that due to the manner in which PHI is retained and the retention requirements of the Internal Revenue Service, returning or destroying all of the PHI received from Covered Entity or created or received by Navia on behalf of Covered Entity, is infeasible. Therefore, Navia shall extend the protections of this Agreement to such PHI and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Navia maintains such PHI.

EXHIBIT B EMPLOYER CERTIFICATION

This Exhibit is incorporated into and made part of the Agreement. The responsibilities of the Parties set forth in this Exhibit are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Exhibit and any other part of the Agreement with respect to the subject matter of this Exhibit, this Exhibit will control. In all other conflicts, the Agreement controls.

Employer sponsors a Benefit Plan or Benefit Plans where certain members of Employer's workforce perform services in connection with administration of the Benefit Plan(s). Employer acknowledges and agrees that the Standards for Privacy of Individually Identified Health Information (45 CFR Part 164, the "Privacy Standards"), prohibit the Benefit Plan(s) or its Business Associates from disclosing Protected Health Information (as defined in Section 164.501 of the Privacy Standards) to members of Employer's workforce unless Employer agrees to the conditions and restrictions set out below. To induce the Benefit Plan(s) to disclose Protected Health Information to members of Employer's workforce as necessary for them to perform administrative functions for the Benefit Plan(s), Employer hereby accepts these conditions and restrictions and certifies that the Benefit Plan(s) documents have been amended to reflect these conditions and restrictions. Employer agrees to:

1. Not use or further disclose the information other than as permitted or required by the Plan Document or as required by law;

2. Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Benefit Plan(s), agrees to the same restrictions and conditions that apply to Employer with respect to such information;

3. Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee Benefit Plan of Employer;

4. Report to the Benefit Plan(s) any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by the Benefit Plan(s) or required by law;

5. Make available Protected Health Information to individuals in accordance with Section 164.524 of the Privacy Standards;

6. Make available Protected Health Information for amendment by Covered Individuals and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

7. Make available the Protected Health Information required to provide an accounting of disclosures to Covered Individuals in accordance with Section 164.528 of the Privacy Standards;

8. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from the Benefit Plan(s) available to the Department of Health and Human Services for purposes of determining compliance by the Benefit Plan(s) with the Privacy Standards;

9. If feasible, return or destroy all Protected Health Information received from the Benefit Plan(s) that Employer still maintains in any form, and retain no copies of such Information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

10. Ensure the adequate separation between the Benefit Plan(s) and members of Employer's workforce, as required by law.

EXHIBIT C
CALIFORNIA CONSUMER PRIVACY ACT DATA EXHIBIT

This Exhibit shall be incorporated into and be made part of the Agreement only in the event Navia receives Personal Information from or on behalf of the Employer and provides Services as described in the Agreement to Employer's Employees who are "Consumers" as defined in Section 17014 of Title 18 of the California Code of Regulations, as that section read on September 1, 2017.

This Exhibit is intended to comply with the California Consumer Privacy Act of 2018 ("CCPA"), as amended (Cal. Civ. Code §§ 1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General.
The responsibilities of the Parties set forth in this Exhibit are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Exhibit and any other part of the Agreement with respect to the subject matter of this Exhibit, this Exhibit will control. In all other conflicts, the Agreement controls.

This exhibit shall not apply to, and Protected Information shall not include, Medical information governed by the Confidentiality of Medical Information Act (Part 2.6 (commencing with Section 56) of Division 1) or protected health information that is collected by a covered entity or business associate governed by the privacy, security, and breach notification rules issued by the United States Department of Health and Human Services, Parts 160 and 164 of Title 45 of the Code of Federal Regulations, established pursuant to the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and the Health Information Technology for Economic and Clinical Health Act (Public Law 111-5).

1. Definitions. Capitalized terms used herein shall have the same meanings set forth in the CCPA unless otherwise stated.

(a) **"Customer"** means Employer.

(b) "**Personal Information**" means information that Customer provides or for which Customer provides access to Service Provider, or information which Service Provider creates or obtains on behalf of Customer, in accordance with the Agreement that directly or indirectly identifies an individual. Customer's business contact information is not by itself Personal Information.

(c) "**Service Provider**" means Navia Benefit Solutions, Inc.

2. Service Provider Obligations.

(a) Service Provider will:

(i) comply with the terms and conditions set forth in this Exhibit

(ii) not further collect, sell, or use the Personal Information except to perform the Services or as necessary for a Business Purpose.

(iii) aggregate, deidentify, or pseudonymize Personal Information solely for the stated Business Purpose, as permitted by law or the Agreement. Such aggregated, deidentified, or pseudonymize data, shall no longer be considered Personal Information.

(iv) use or disclose Personal Information for any Business Purpose as permitted under the CCPA and required or permitted to provide Services under the Agreement. "**Business Purpose**" means the use of personal information for Service

Provider's operational purposes, contractual purposes, and purposes of enhancing or optimizing the Services, provided that the use of personal information shall be reasonably necessary and proportionate to achieve the purpose for which the personal information was collected or processed or for another purpose that is compatible with the context in which the Personal Information was collected. Business Purpose includes providing services on behalf of the Customer or Service Provider, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing advertising or marketing services, providing analytic services, or providing similar services on behalf of the Customer or Service Provider.

(v) Redirect to Customer any request to know, access, or delete Personal Information that Service Provider receives from a Covered Individual.

(b) Customer will:

(i) Use or share Personal Information with Service Provider as necessary to perform the Business Purpose.

(ii) comply with the terms and conditions set forth in this Exhibit.

(iii) comply with any applicable laws and regulations and use only secure methods, according to accepted industry standards, when transferring or otherwise making available Personal Information to Service Provider.

3. Return or Disposal of Personal Information. If feasible and in compliance with retention requirements in the Agreement and required by applicable law, at Customer's written request or upon termination or expiration of this Agreement, Service Provider will promptly return to Customer or securely dispose of all Personal Information in its possession.