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This CLIENT SERVICES AGREEMENT and any addenda, order form, and appendices attached hereto (collectively, the "Agreement") are entered into as of the date of second signature (the "Effective Date"), by and between Benefitfocus.com, Inc., on behalf of itself, its' subsidiaries, and its' affiliates (collectively "Benefitfocus"), with a principal place of business at 100 Benefitfocus Way, Charleston, SC 29492, and Washoe County, Nevada with a principal place of business at 1001 E. 9th Street, Reno, NV, 89512 (hereinafter the "Client") individually each a "Party" and collectively the "Parties".

RECITALS

A. Benefitfocus provides certain services for employee benefit administration through Benefitfocus proprietary software, databases, business rules, connectivity to third parties, and data transmission, developed and hosted by Benefitfocus, accessed over the Internet (the "Software Services"), and certain professional services (the "Professional Services") related to the Software Services (collectively, the "Services"); and

B. Client desires to receive the Services, as described in the applicable Order Form and corresponding appendices (the "Order Form") and the Software Services documentation, including the current versions of the any software guides, as updated with each new release (collectively the "Documentation"), for itself, its affiliates and subsidiaries, and for individuals who are authorized by Client to use the Services, and who have been supplied user identifications and passwords by Client or by Benefitfocus at Client's request (the "Authorized Users"), under the terms and conditions of this Agreement; and

C. In consideration of the mutual covenants contained herein, the payment of the fees as required hereunder, and other good and valuable consideration, the sufficiency of which is acknowledged, and intended to be legally bound the Parties agree as follows.

I. SCOPE OF SERVICES

A. **Software and Support Services:** Subject to Client's and its Authorized Users' compliance with the terms and conditions of this Agreement, Benefitfocus shall make the Services available to Client for use by Authorized Users pursuant to this Agreement and the applicable Order Form during the term of the applicable Order Form(s).

B. **Professional Services:** From time to time, Benefitfocus may make certain Professional Services available to the Client. Professional Services shall be described within the applicable Order Form.

C. **Future Functionality:** Client acknowledges and agrees that this Agreement and/or Order Form(s) are not contingent upon the delivery of any future functionality by Benefitfocus.

D. **Client Responsibilities:** Client shall, (i) be responsible for Authorized Users compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Client Data and of the means by which it acquired Client Data (as Client Data is defined in Section II.A), (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Benefitfocus promptly of any such unauthorized access or use, (iv) use the Services only in accordance with the Documentation and applicable laws and government regulations; (v) cooperate with Benefitfocus, as reasonably requested in order for Benefitfocus to provide or Client to receive the Services or in resolving any issues associated with Client's vendors and service providers. Client shall not, (i) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights, (ii) use the Services to store or transmit malicious code, (iii) interfere with or disrupt the integrity or performance of the Services or third party data contained therein, or (iv) attempt to gain unauthorized access to the Services or their related systems or networks. It is the sole responsibility of the Client to maintain all Client benefit plan documents and to exercise all discretionary authority with respect to such Client benefit plans.

E. **Client Instructions:** Client is responsible for the consequences of any instructions Client may give to Benefitfocus in the course of performing the Services. Benefitfocus shall have the right to rely and act upon such instructions provided by Client, and Authorized Users, and their respective data entry systems, or any other instructions provided by Client to Benefitfocus. Benefitfocus shall be under no obligation to offset fees for Client's failure to communicate accurate instructions.

F. **Source Documents:** Benefitfocus will, to the extent it deems necessary to perform the Services, keep copies of all source documents provided by Client or on behalf of Client into the Benefitfocus system. Benefitfocus shall not perform as Client's designated record keeper, or official document repository or system of record.

II. PROPRIETARY RIGHTS AND OWNERSHIP

A. **Client Ownership of Client Data:** Any data provided by Client or Authorized Users including personally identifiable information and benefit plan data (collectively, the "Client Data") to Benefitfocus in the use of the Software Services, in any format, is and shall remain Client's property.

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B. **Reservation of Rights in Services:** Except for, and subject to the limited rights expressly granted hereunder for Client and Authorized User to utilize the Services, Benefitfocus reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No other rights are granted to Client hereunder other than as may be expressly set forth in this Agreement or the applicable Order Form.

C. **Restrictions:** Client shall not, (i) create derivative works based on the Services, (ii) copy, frame or mirror any part or content of the Services, other than copying or framing on Client's own intranets or otherwise for its own internal business purposes, (iii) reverse engineer the Services, (iv) lease, rent, resell, transfer, assign, lend or sublicense, or permit the unauthorized use of the Software Services to any other third party, (v) use the Software Services to provide service bureau, time sharing, rental, application services providing, hosting, or other computer services to unauthorized third parties without Benefitfocus' prior written consent, (vi) access the Services in order to, (i) build a competitive product or service, or (ii) copy any features, functions or graphics of the Services.

D. **Suggestions:** Benefitfocus shall have a royalty free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by anyone, including but not limited to Client and Authorized Users, relating to the operation of the Services.

III. PAYMENT

A. **Payment:** Client shall pay to Benefitfocus the fees and expenses specified within an applicable Order Form. Except as otherwise set forth within an applicable Order Form, amounts payable by Client are due 30 days from the invoice date and are not subject to set off. Benefitfocus reserves its right to charge Client accrued interest for undisputed past due amounts at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is lower. Benefitfocus reserves the right to charge Client for costs associated with collection efforts for undisputed past due fees. Client's or Authorized User's failure to utilize the Services shall in no way relieve the Client of any obligation to pay applicable fees.

B. **Taxes:** All fees and other amounts payable by Client under this Agreement are exclusive of taxes and duties. Client shall be responsible for, and promptly pay all taxes and duties (including but not limited to sales, use, and withholding taxes) associated with the Agreement, or any Order Form, except for taxes based on Benefitfocus income. Client shall be liable for all taxes until such time as Client provides a tax exemption certificate to Benefitfocus.

C. **Disputed Amounts:** Client shall pay all amounts when due. If Client disputes in good faith any invoiced amount, Client shall provide notice to Benefitfocus setting forth the reasonable basis for such disputed amount prior to the due date of the invoice. The Parties shall meet as soon as possible in order to resolve the dispute.

D. **Suspension for Delinquent Account:** Benefitfocus reserves the right to suspend Client's and any Authorized Users' access to and/or use of the Service if any undisputed payment is due but unpaid 60 days past the due date. Client agrees that Benefitfocus shall not be liable to Client or to any Authorized User or other third party for any suspension of the Service pursuant to this Section.

IV. CONFIDENTIALITY

A. **Definition of Confidential Information:** As used herein, "Confidential Information" means all confidential information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), in any format whether oral, written, electronic, or other, that is designated as confidential in accordance with NRS 333.333, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Client shall include any personally identifiable information or protected health information of Client's employees, Client Data and benefit plans. Confidential Information of Benefitfocus shall include the Documentation, business and marketing plans, technology and technical information, product plans and designs, trade secrets, and business processes disclosed by such Party. However, Confidential Information (other than Client Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

B. **Protection of Confidential Information:** The Receiving Party shall (i) protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement or otherwise in any manner to the Disclosing Party's detriment, and (iii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement. Notwithstanding the foregoing, Benefitfocus understands that Client is a local government subject to Nevada's Public Records Act, NRS Chapter 239, and may have a legal obligation to disclose information or documents received from Benefitfocus under Nevada law even if an item is marked as "confidential" or "trade secret" in accordance with NRS 333.333. The Client will, if a public records request specifically requests documents or other materials regarding Benefitfocus' Services, endeavor to provide

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Benefitfocus with advance notice and an opportunity to review the documents or other materials that Client intends to disclose so that Benefitfocus may decide whether to assert or claim any applicable exemption under Nevada law. The parties understand and agree that Benefitfocus' opportunity to review the documents or other materials will be limited to no more than ten (10) business days.

C. **Compelled Disclosure:** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

D. **Protection of Client Data:** Benefitfocus shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data in accordance with the Business Associate Addendum, Data Security Addendum and Personal Information Processing Addendum attached hereto. Benefitfocus shall not (i) modify Client Data, (ii) disclose Client Data except as compelled by law or as expressly permitted herein or in writing by Client, or (iii) access Client Data except to provide the Services and prevent or address service or technical problems, or at Client's request in connection with support matters. Upon written request by Client no more than once annually, Benefitfocus will provide Client with Benefitfocus' most recent AICPA Service Organizational Control Type 2 (or the equivalent successor thereto) ("SOC") Reports, or industry equivalent, which may be redacted as applicable, but shall include at a minimum the controls that Benefitfocus may audit from time to time in the ordinary course of its business.

E. **Return or Destruction of Confidential Information:** Upon request, each Party agrees to promptly return the other Party's Confidential Information in its possession, custody or control, or to certify the deletion or destruction of Confidential Information; provided, however, that the Receiving Party may retain a copy of any Confidential Information to the extent (i) required by applicable law or (ii) it would be unreasonably burdensome to destroy (such as archived computer records). In the event that return or destruction of Confidential Information is unduly burdensome, or not feasible, the Parties shall extend the protections of this Section IV to the retained Confidential Information, and which protections and provisions shall survive the termination of this Agreement.

V. TERM AND TERMINATION

A. **Term:** The term of this Agreement shall begin on the Effective Date and shall continue thereafter until: (i) the expiration or termination of all Order Forms hereunder; or (ii) terminated by a non breaching Party due to a material breach or default under this Agreement, which breach continues for thirty (30) days after a written notice to cure such breach, or if cure is not possible within said thirty (30) day period, the breaching Party has not commenced reasonable steps to cure such breach.

B. **Termination by Insolvency:** Either Party may terminate this Agreement by providing written notice to the other Party if the other Party becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, permits a petition in bankruptcy to be filed against it, or admits in writing its inability to pay its debts as they mature, or if a receiver is appointed for a substantial part of its assets. In the event that this Agreement is terminated or rejected by a Party or its receiver or trustee under applicable bankruptcy laws due to such Party's bankruptcy, the Parties agree that this is a services agreement, and that there are no rights and licenses granted under or pursuant to this Agreement by such Party to the other Party which shall be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code and any similar laws in any other country, licenses of rights to "intellectual property" as defined under Section 101(35A) of the U.S. Bankruptcy Code.

C. **Termination for Non-Appropriation**. Client reasonably believes that sufficient funds can be obtained to make all payments owed to Benefitfocus during the Initial Term. However, in accordance with NRS 244.320, continuation of this Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Washoe County Board of County Commissioners. Client may terminate this Agreement without penalty, and Benefitfocus waives any and all claims for damages, effective immediately upon receipt of written notice (or any date specified therein) if funding from the Board of County Commissioners is not appropriated, or is withdrawn, limited or impaired, provided that Client shall provide as much notice as possible in such event and shall compensate Benefitfocus for any work performed and software delivered up to the point of termination.

D. **Effect of Termination:** Upon termination or expiration of this Agreement, except as permitted under this Article V, Client shall have no rights to continue to use or access the Services. If this Agreement is terminated by Client for any reason other than a termination expressly permitted by this Agreement, then all of the fees due under this Agreement for the remainder of the then current term shall be deemed earned and payable.

E. **Retrieval and Deletion of Client Data:** Upon the expiration or termination of this Agreement or Order Form(s), as applicable, Benefitfocus shall immediately deactivate the applicable Client account(s). For a term of 30 days following the termination or expiration of this Agreement or the applicable Order Form(s), and upon Client request, Benefitfocus will grant to Client, at no charge, limited access to the Services, solely to Client's Administrator, for the sole purpose of permitting Client to retrieve or download any Client Data stored within the Software Services, provided that Client has paid in full all undisputed amounts owed to Benefitfocus,

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and Client is not otherwise in breach of any other provision of this Agreement. Thereafter, Benefitfocus shall have the right and be entitled to delete or securely archive any Client Data from Benefitfocus' production or test environments. After such 30 day period, unless otherwise required by applicable law, Benefitfocus shall have no obligation to maintain or provide any Client Data. Client further agrees that Benefitfocus shall not be liable to Client, nor to any Authorized User or third party, for any termination of Client access to the Service or deletion of Client Data, provided that Benefitfocus is in compliance with the terms of this Section.

F. **Transition Services:** In the event that this Agreement or applicable Order Form expires, or is not renewed, then upon notice reasonably received prior to the date of expiration, in addition to the periodic and limited access provided pursuant to Section V.D, Client may elect to request that Benefitfocus continue to provide the Software Services to a limited number of Authorized Users, for the period of time requested by Client (but in no event to exceed six (6) months). Such Transition Services shall be subject to Benefitfocus then current fees and will be available only if Client is current on all undisputed invoices (and to the extent there are disputed invoices pursuant to Section III.C, Client and Benefitfocus have resolved such invoices within 30 days of termination of the applicable Order Form), Client continues to pay all fees when due, and is not otherwise in breach of this Agreement or Order Form.

VI. INDEMNIFICATION

A. **Infringement Indemnification:** If during the term of this Agreement or any Order Form, the Benefitfocus proprietary software or any aspect of the Software Services is, or in Benefitfocus' opinion is likely to be, enjoined due to infringement of a third party's intellectual property rights, Benefitfocus will notify Client and at its own expense and option do any one or more of the following: (i) procure the right for Client to continue using the infringing item; (ii) replace at no charge to Client the infringing item with a non infringing item that is reasonably equivalent in functionality; (iii) modify the infringing item to be non infringing and reasonably equivalent in functionality; or (iv) terminate Client's rights to access or use the infringing item and equitably adjust the fees for any Software Services impacted by such termination. For the avoidance of doubt, Benefitfocus will indemnify, defend and hold harmless Client for any Claims that allege the Services infringe on the intellectual property rights of a third party.

B. **Indemnification by Client:** Client shall defend Benefitfocus against any claim by a third party that arises out of or relates to Client's or Authorized User's acts or omissions with regard to Client Data or that alleges that Client's use of the Services infringes or misappropriates the intellectual property rights of a third party to the extent related to third party content added by Client or violates applicable law and shall indemnify and hold harmless Benefitfocus for liability, damages, and costs finally awarded or entered into in settlement (including, reasonable attorneys' fees) (collectively "Losses") to the extent based upon such a claim.

C. **Information Security Incident**: Benefitfocus agrees to indemnify Client for claims relating to Information Security Incidents in accordance with Section 2.12 of the Data Security Addendum.

D. **Conditions:** The obligations of indemnification are subject to the condition that the Party seeking indemnification give the other: (i) prompt written notice of any Claim or action for which indemnity is sought; (ii) complete control of the defense and settlement thereof by the Indemnifying Party, provided all settlements adverse to the interests of the indemnified Party shall be approved by that Party; and (iii) cooperation in the defense of the indemnified matter. This Section VI states the Indemnifying Party's sole liability, and the Indemnitee's exclusive remedy for any type of third party claim described in this section.

VII. WARRANTIES & REPRESENTATIONS

A. **Warranties and Representations of Benefitfocus:** Benefitfocus warrants that (i) it has validly entered into this Agreement and has the legal power to do so, (ii) the Software Services shall perform materially in accordance with the Documentation, (iii) the functionality of the Services will not be materially decreased during the term of the applicable Order Form, and (iv) that the Professional Services hereunder shall be performed in a good and workmanlike manner consistent with generally accepted industry standards.

B. **Remedy:** For any breach of a warranty stated above, Client's exclusive remedy shall be for Benefitfocus to cure the breach of warranty within thirty (30) days after Client's written notice to cure such breach, in accordance with Section V.A of this Agreement.

C. **Warranties and Representations of Client:** Client represents and warrants that (i) it has validly entered into this Agreement and has the legal power to do so, (ii) Client will possess all necessary and required authority and permissions to permit Benefitfocus to perform all the obligations under this Agreement; and (iii) the Services provided by Benefitfocus shall not include or imply any discretionary authority by Benefitfocus over the operation of the Client benefit plan in any manner that would cause Benefitfocus to be deemed a "fiduciary", trustee, plan administrator or named fiduciary of the Client benefit plan pursuant to ERISA or any applicable law; and (iv) Client will make all necessary arrangements with its third party vendors to cause such vendors to send and receive Client Data from Benefitfocus as required for Benefitfocus to perform the Services.

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VIII. DISCLAIMERS & LIMITATION OF LIABILITY

A. **DISCLAIMER OF WARRANTIES:** EXCEPT AS SPECIFICALLY REPRESENTED OR WARRANTED WITHIN THIS AGREEMENT, BENEFITFOCUS SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ALL WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT, OR THOSE WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE, OR THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION. ALL THIRD PARTY CONTENT AND/OR SERVICES SELECTED BY CLIENT ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY CONTENT OR SERVICES IS STRICTLY BETWEEN CUSTOMER AND THE THIRD PARTY OWNER OR DISTRIBUTOR OF THE THIRD PARTY CONTENT OR THIRD-PARTY SERVICE PROVIDER. CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES MADE BY BENEFITFOCUS OTHER THAN AS SPECIFICALLY SET FORTH HEREIN.

B. **Limitation of Liability:** Except for Claims for indemnification under Article VI, or breach of a Party's obligations under Article IV, or Client's infringement of Benefitfocus intellectual property rights, in no event shall either Party's aggregate liability arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability, exceed the amounts actually paid by or due from Client under the applicable Order Form(s) for the services for the twelve (12) months immediately preceding the claim for such liability or the fees paid under the Initial Subscription Term, whichever is greater. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, COVER, OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS, REVENUES OR OTHER FINANCIAL LOSSES,) ARISING UNDER OR RELATING IN ANY WAY TO THE SERVICES OR THIS AGREEMENT. The foregoing shall apply regardless of whether such liability arises from contract, negligence, tort, strict liability or any other theory of legal liability. THE FOREGOING LIMITATIONS REPRESENT A BARGAINED FOR ALLOCATION OF RISK, WHICH ALLOCATION IS A MATERIAL ELEMENT OF THIS AGREEMENT, TO THE MAXIMUM EXTENT POSSIBLE UNDER APPLICABLE LAW.

IX. GENERAL PROVISIONS

A. **Publicity:** Neither Party may use the other Party's name, logo, seal, or any identifying marks in any advertisement, press release, news publication, website, or other public communication, except where required by law. Benefitfocus shall not reference Client as a customer or disclose the relationship publicly without Client's prior written consent.

B. **Relationship of the Parties:** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

C. **Assignment of Agreement:** Except as otherwise provided for in this Section, neither Party shall assign (whether by operation of law or otherwise) this Agreement or any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement without the written consent of the other Party to a successor entity or purchaser acquiring all or substantially all of its assets, provided, (i) such successor entity or purchaser is not a competitor of the non assigning Party; and (ii), that such successor entity or purchaser agrees to assume in writing all of the rights, duties and obligations of the assigning Party under this Agreement for the term hereof. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

D. **Entire Agreement; Precedence:** This Agreement contains the entire understanding between the Parties and supersedes and replaces any prior or contemporaneous agreement or understanding between the Parties with respect to the subject matter hereof. No amendment or modification of the Agreement shall be valid, unless made in writing and signed by both Parties hereto. Each of the Recitals, Order Forms, Amendments and Addenda, which may be attached hereto are incorporated by reference into this Agreement as if fully stated herein. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any term or condition of any exhibit hereto or any transactional or other document issued in connection herewith, any such conflict will be resolved by giving precedence in the following order, most recently dated document first: (i) the Order Forms, as may be amended from time to time, and any exhibits or attachments thereto; (ii) this Agreement, as may be amended; and (iii) Addenda to this Agreement.

E. **Governing Law; Waiver of Jury Trial:** This Agreement is governed by and shall be construed in accordance with the laws of the State of Nevada, excluding any conflict of laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction. The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any dispute arising hereunder.

F. **Notices:** Any notices required or permitted hereunder shall be in writing and shall be delivered in person, by nationally recognized overnight courier service, by certified U.S. mail, postage prepaid, return receipt requested, or if provided herein or in an Order Form – email, addressed to the Party to be notified and in the case of Benefitfocus, to General Counsel, email Legal1@benefitfocus.com; and in the case of Client, to Washoe County, attn: Technology Services, at the address for such Party first set forth above or such address as either Party may hereafter specify in accordance herewith.

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G. **Force Majeure:** Except for payment obligations set forth in Section III of this Agreement, neither Party hereto shall be in breach or default of any provision of this Agreement by reason of its delay or failure to meet any of its obligations hereunder due to any event, circumstance, or cause beyond its control such as, but not limited to, circumstances beyond Benefitfocus' reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Benefitfocus employees), Internet service provider failures or delays, failures of telecommunication, or denial of service attacks. The performance of this Agreement shall then be suspended for as long as any such event shall prevent the affected Party from performing its obligations under this Agreement.

H. **No Third Party Beneficiaries**: Nothing herein shall confer, upon any person other than Benefitfocus, Client and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

I. **Invalidity; Waivers:** If any provision or portion of this Agreement is held invalid, illegal, void or unenforceable as it appears in this Agreement by reason of any rule of law, then such provision shall be construed as being enforceable to the extent allowed thereunder. All other provisions of this Agreement shall nevertheless remain in full force and effect. Neither of the Parties shall be deemed to have waived any of its rights, powers or remedies hereunder except in writing by the waiving Party.

J. **Survival of Terms:** Notwithstanding the expiration or earlier termination of this Agreement for any reason, the provisions of Articles II, III, IV, VI, and IX of this Agreement shall remain in full force and effect.

K. **Subcontractors:** Benefitfocus may engage third parties to perform Services under this Agreement (each, a "Subcontractor"). Benefitfocus shall remain responsible and liable for Subcontractor's performance of the Services.

L. **Federal Government End Use Provisions**: To the extent applicable to Client, Benefitfocus provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227 7015 (Technical Data – Commercial Items) and DFAR 227.7202 3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Benefitfocus to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

M. **Insurance**. Benefitfocus will maintain the minimum amount of insurance as defined in the Insurance Addendum attached hereto.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives, in multiple counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

BENEFITFOCUS.COM, INC.

By: DocuSigned by: Suzan LoCascio 64FA4CA92CE5447...

Print: Suzan LoCascio

Title: Suzan LoCascio - AVP BU Controller

Date: September 29, 2026

Washoe County, Nevada

By: Signed by: Mark Stewart A8346E302CD2496...

Print: Mark Stewart

Title: Division Director - Purchasing

Date: September 28, 2026

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This Business Associate Addendum ("**BAA**") is an addendum to and is governed by the **Client Services Agreement** ("**Agreement**") between Washoe County, Nevada ("**Covered Entity**") and Benefitfocus **("Business Associate" or** "**Benefitfocus**"). Covered Entity and Benefitfocus may be referred to individually as a "**Party**" or collectively as the "**Parties**".

WHEREAS, Covered Entity and Benefitfocus have entered into the Agreement in connection with which Benefitfocus is required to provide assurances that Benefitfocus will appropriately safeguard all health information protected under the Privacy Rule and Security Rule (as defined below) that is disclosedby, or created or received by, Benefitfocus on behalf of such Covered Entity;

NOW, THEREFORE, and in consideration for the mutual benefit provided to each Party under theAgreement, the Parties agree as follows:

1. **BACKGROUND AND PURPOSE**. The Parties have entered into, and may in the future enter into,one or more written agreements, that require Benefitfocus to create, receive, maintain and/or transmit "protected health information" (the "**Underlying Contract(s)**"), as the term is defined under 45 C.F.R. § 160.103 but is limited to the protected health information that Benefitfocus creates, receives, maintains, or transmits from or onbehalf of the Covered Entity as the Covered Entity's "Business Associate" as defined under 45 C.F.R. § 160.103 ("**PHI**"). Such PHI is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**"), Title XIII, Subtitle D, of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5), known as the Health Information Technology for Economic and Clinical Health Act, as amended (the "**HITECH Act**"), and the implementing regulations for HIPAA and the HITECH Act, including,without limitation, the Standards for Privacy of Individually Identifiable Health Information, set forth at 45 C.F.R. Part 160 and Part 164 (Subparts A and E) (the "**Privacy Rule**"), the Security Standards for the Protection of Electronic Protected Health Information, set forth at 45 C.F.R. Part 160 and Part 164(Subparts A and C) (the "**Security Rule**"), the Standards for Electronic Transactions, set forth at 45 C.F.R.Parts 160 and 162 (the "**Electronic Transactions Rule**"), and the Breach Notification for Unsecured Protected Health Information, set forth at 45 C.F.R. Parts 160 and 164 (Subpart D) (the "**Breach Notification Rule**"), as such implementing regulations may have been or may in the future be amended from time to time (the Privacy Rule, the Security Rule, the Electronic Transactions Rule and the Breach Notification Rule, as amended from time to time, are referred to collectively as the "**Rules**") (HIPAA, the HITECH Act, and the Rules, collectively, the "**HIPAA Laws**").

This BAA shall supplement and/or amend the Agreement only with respect to Benefitfocus' Use, Disclosure, and creation of PHI under the Underlying Contract(s) to allow Covered Entity to comply with theHIPAA Laws. Except as so supplemented and/or amended, the terms of the Agreement shall continue unchanged and shall apply with full force and effect to govern the matters addressed in this BAA and in theAgreement.

DEFINITIONS. Unless otherwise defined in this BAA, all capitalized terms used in this BAA havethe meanings given in the HIPAA Laws.

2. **BENEFITFOCUS' OBLIGATIONS WITH RESPECT TO PHI**.

2.1 Permitted Uses and Disclosures of PHI. Except as otherwise specified in this BAA, Benefitfocus may make any and all Uses and Disclosures of PHI necessary to perform its obligations under the Underlying Contract(s), or as Required by Law. Unless otherwise limited herein, Benefitfocus may, as a BusinessAssociate of Covered Entity:

(a) Provide Data Aggregation services relating to the Health Care Operations of theCovered Entity;

(b) Use or Disclose PHI as Required by Law;

(c) De-identify any and all PHI obtained by Benefitfocus under this BAA in accordance with the de-identification requirements of the Privacy Rule guidance issued by the Secretary from time to time and use and disclose such de-identified data for any of Benefitfocus' purposes in a manner solely determined by Benefitfocus, for an indefinite period including beyond the termination of this BAA or the Underlying Contract. This BAA shall not apply to such de-identified data, the de-identified data will cease to be considered the confidential information or property of the Covered Entity including pursuant to any Underlying Contract.

(d) Use or Disclose PHI for the proper management and administration, such as audits and for other compliance

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requests from federal or state agencies, of Benefitfocus or to carry out the legal responsibilities of Benefitfocus, pursuant to 45 C.F.R. §164.504(e)(4), provided that (i) such Use or Disclosure is Required by Law, (ii) Benefitfocus obtains reasonable assurances from the person or entity which does not qualify as a subcontractor that is a Business Associate under the Rules and to which Benefitfocus discloses PHI for such purposes permitted under this Section 2.1(d) that such PHI will be held confidentially, Used or further Disclosed only as required by law or the purpose for which it was disclosed to such person or entity, and that such third party shall notify Benefitfocus of any instances of which the third party is aware in which the confidentiality of the PHI received pursuant to this provision has been, or a third party reasonably believes, has been breached.

Under no circumstances may Benefitfocus Use or further Disclose PHI in a manner that would violate the HIPAA Laws if done by the Covered Entity.

2.2 Benefitfocus' Obligations. With regard to its Use and/or Disclosure of PHI, Benefitfocus agrees to:

(a) Use or Disclose only the minimum necessary PHI to perform or fulfill a specific function required or permitted hereunder, in accordance with the HIPAA Laws as stated in 45 CFR164.502(b) and 45 CFR 164.514.

(b) Not Use or Disclose PHI other than as permitted or required by this BAA or as Required by Law.

(c) Use appropriate safeguards and with respect to PHI transmitted by or maintainedin Electronic Media, comply with subpart C of 45 C.F.R. Part 164 regarding provisions of the Security Rule applicable to such information, to prevent the Use or Disclosure of PHI other than asprovided for by this BAA.

(d) Ensure that any subcontractor that is a Business Associate, as included in the definition of Business Associate at 45 C.F.R. 160.103, (each a "Subcontractor") enters into an agreement or similar arrangement which complies with the HIPAA Laws requirements for agreements between "Business Associates" and "Covered Entities", as each term is used under the HIPAA Laws, and subject to restrictions and limitations at least as restrictive as those imposedupon Benefitfocus in this BAA.

(e) Within thirty (30) days of receiving a written request from Covered Entity, make available to the Covered Entity such PHI necessary for Covered Entity to comply with its obligations under 45 C.F.R. § 164.524 in responding to an Individual's request for access to his or her PHI where Benefitfocus maintains PHI in a Designated Record Set. In the event any individual requests access to PHI directly from Benefitfocus, Benefitfocus shall, within ten (10) business days, forward such request to Covered Entity. Any denials of access to the PHI requested shall be the exclusive responsibility of the Covered Entity.

(f) Within forty-five (45) days of receiving a written request from Covered Entity, make available to the Covered Entity such PHI necessary for Covered Entity to comply with its obligations under 45 C.F.R. § 164.526 in responding to an Individual's request for amendment and Benefitfocus shallincorporate any amendments to the PHI as directed or instructed by Covered Entity in accordance with 45 C.F.R. § 164.526 where Benefitfocus maintains PHI in the Designated Record Set. In the event that any Individual requests an amendment to PHI directly from Benefitfocus, Benefitfocus shall, within ten (10) business days, forward such request to Covered Entity.

(g) Within forty-five (45) days of receiving a written request from Covered Entity, makeavailable to the Covered Entity the information required for the Covered Entity to provide an accounting of disclosures of PHI as required by the Privacy Rule. In the event that the request for an accounting is delivered directly to Benefitfocus, Benefitfocus shall, within thirty (30) business days, forward such request to the Covered Entity. Benefitfocus shall retain its records regarding Uses and Disclosures of PHI that are required to be maintained in a Designated Record Set for no less than six (6) years following the termination of this BAA.

(h) To the extent that Benefitfocus carries out Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Benefitfocus shall comply with the HIPAA Laws that apply to the Covered Entity inperformance of such obligation(s), as required under 45 C.F.R. § 164.504(e)(2)(ii)(H).

(i) Promptly notify the Covered Entity of Benefitfocus' receipt of any request for productionor subpoena of PHI, in connection with any governmental investigation or governmental or civil proceeding. If the Covered Entity decides to challenge

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the validity of or assume responsibility for responding to such request or subpoena, Benefitfocus shall reasonably cooperate with the Covered Entity in connection therewith.

(j) Make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with theHIPAA Laws.

(k) Use reasonable commercial efforts to mitigate any harmful effect that is known toBenefitfocus of a Use or Disclosure of PHI by Benefitfocus in violation of the requirements of this BAA.

(l) Benefitfocus agrees to use appropriate safeguards to prevent any unauthorized orunlawful Use, access or Disclosure of the PHI, including but not limited to any Use, access or Disclosure not provided for by this BAA. Benefitfocus shall implement administrative, physical and technical safeguards required by the HIPAA Laws and comply with the policies, procedures and documentation requirements of the Security Rule.

(m) Report promptly and without unreasonable delay to Covered Entity any Use or Disclosure of PHI not provided for or permitted by this BAA and any Breach or Successful SecurityIncident, but in no event no more than sixty (60) days after it is discovered. Such notification shallinclude the information required under 45 C.F.R. § 164.410. "Successful Security Incident" shall mean any Security Incident that results in the unauthorized use, access, disclosure, modification or destruction of electronic PHI.

3. **OBLIGATIONS OF COVERED ENTITY**.

3.1 Covered Entity agrees to timely notify Benefitfocus, in writing, of any arrangements of theCovered Entity including any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR § 164.520 that may impact in any manner the Use and/or Disclosure of that PHI by Benefitfocus under this BAA.

3.2 Covered Entity further agrees not to request Benefitfocus to Use or Disclose PHI in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by the Covered Entity, except to the extent that Benefitfocus will use or disclose Protected Health Information for the management and administration and legal responsibilities of the Benefitfocus.

3.3 Covered Entity shall notify Benefitfocus of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her Protected Health Information, to the extent that such changes may affect Benefitfocus' Use or Disclosure of Protected Health Information.

3.4 Covered Entity shall notify Benefitfocus of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Benefitfocus' Use or Disclosure of Protected Health Information.

3.5 Covered Entity shall disclose to Benefitfocus only the minimum amount of Protected Health Information necessary to allow Benefitfocus to fulfill its obligations to Covered Entity under the Underlying Contract.

4. **TERM.** This BAA shall commence as of the Effective Date and expire, unless earlier terminated pursuant to Section 5 hereof, at such time as the Underlying Contract(s) is terminated or expires and Benefitfocus returns or destroys PHI in accordance with the terms of this BAA.

5. **TERMINATION**. Should a Party become aware of a material breach of this BAA, including withoutlimitation a pattern of activity or practice that constitutes a breach of a material term of this BAA, the non- breaching Party shall provide the breaching Party with written notice of such breach in sufficient detail to enable the breaching Party to understand the specific nature of the breach. The non-breaching Party shallbe entitled to immediately terminate this BAA and the Underlying Contract associated with such breach if, after the non-breaching Party provides such notice of breach to the breaching Party, the breaching Party fails to cure the breach within a reasonable time period, not to exceed thirty (30) days from the breaching Party's receipt of such notice; provided, however, the non-breaching Party shall have the discretion to agree to such longer cure period based on the nature of the breach involved and subject to the HIPAA Laws.

6. **RETURN OR DESTRUCTION OF PHI**. Upon the expiration or termination of this BAA and/or the Underlying Contract(s), Benefitfocus, with respect to PHI in possession or control of Business Associate received from Covered Entity, or created, maintained or

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received by Benefitfocus on behalf of Covered Entity, including any and all PHI in the possession of Benefitfocus' Subcontractors and such third parties permitted to receive such PHI under and in accordance with the termsof this BAA and the HIPAA Laws, shall:

(a) Retain only that PHI which is necessary for Benefitfocus to continue its proper management and administration or to carry out its legal responsibilities;

(b) Return to Covered Entity or destroy, as agreed to by Covered Entity, the remaining PHI that Benefitfocus still maintains in any form;

(c) Continue to use appropriate safeguards and comply with the Security Rule with respect toPHI transmitted by or maintained in Electronic Media to prevent Use or Disclosure of the PHI, otherthan as provided for in this Section, for as long as Benefitfocus retains the PHI;

(d) Not Use or Disclose the PHI retained by Benefitfocus other than for the purposes for which such PHI was retained and subject to the same conditions set forth in Section 2 hereof which applied prior to termination;

(e) Return to Covered Entity or destroy, as agreed to by Covered Entity, the PHI retained by Benefitfocus when it is no longer needed by Benefitfocus for its proper management and administration or to carryout its legal responsibilities; and

(f) Where the return or destruction of PHI is infeasible, Benefitfocus shall notify Covered Entity in a writing of sufficient specificity of the circumstances which make such return or destruction infeasible. For as long as Benefitfocus maintains such PHI, Benefitfocus shall continue to extendthe protections of this BAA to such PHI and limit further use or disclosure of PHI to those purposeswhich make the return or destruction infeasible, for as long as Benefitfocus retains the PHI.

7. **MISCELLANEOUS**.

7.1 Indemnification; Limitation of Liability. The Parties agree and acknowledge that, the indemnification obligations and limitation of liability provisions contained under the Agreement shall govern each Party's performance under this BAA.

7.2 Survival. The respective rights and obligations of Benefitfocus and Covered Entity under this BAA which by their nature shall survive this BAA shall survive the expiration or termination of this BAA indefinitely, including without limitation Section 6.

7.3 Interpretation. The terms of this BAA shall prevail in the case of any conflict with the termsof any Underlying Contract to the extent necessary to allow Covered Entity to comply with the HIPAA Laws.Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity and Benefitfocus to comply with the HIPAA Laws. The citations to the HIPAA Laws in several paragraphs of this BAA are for reference only and shall not be relevant in interpreting any provision of this BAA.

7.4 No Third Party Beneficiaries. Nothing in this BAA shall confer upon any person other thanthe Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

7.5 Amendment. This BAA constitutes the entire agreement between the Parties with respectto PHI, and may not be modified, nor will any provision be waived or amended, except in a writing duly signed by authorized representatives of the Parties.

7.6 Waiver. A waiver with respect to one event will not be construed as continuing, or as a baror waiver of any right or remedy as to subsequent events.

7.7 Changes in the HIPAA Laws. To the extent that any relevant provision of the HIPAA Lawsis materially amended in a manner that changes the obligations of Benefitfocus or Covered Entity, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to those revised obligations.

7.8 Governing Law. To the extent not preempted by federal law, this BAA shall be governed by and construed in accordance with the laws as specified under the Agreement.

7.9 Regulatory References. A reference in this BAA to a section of the Code of Federal Regulations, the Privacy Rule, the Security Rule, or to another section of HIPAA means the section, as amended from time to time.

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7.10 Notices. All notices and communications required by this BAA shall be in writing to the address specified in the Agreement. Such notices and communications shall be given in one of the following forms: (i) by delivery in person; (ii) by a nationally recognized, next-day courier service; (iii) by first-class, registered or certified mail, postage prepaid; or (iv) by electronic mail to the address that each Party specifies in writing.

7.11 Severability. The invalidity or unenforceability of any provisions of this BAA shall not affect the validity or enforceability of any other provision of this BAA or the Underlying Contract, which shall remain in full force and effect.

7.12 Construction and Interpretation. The section headings contained in this BAA are for reference purposes only and shall not in any way affect the meaning or interpretation of this BAA. This BAA has been negotiated by the Parties at arm's-length and each Party has had an opportunity to modify the language of the BAA. Accordingly, the BAA shall be treated as having been drafted equally by the Parties, and the language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any Party shall not apply. This BAA may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

7.13 Entire Agreement. This BAA constitutes the entire and full agreement between the Parties with respect to the subject matter hereof and supersedes and replaces any previous version of this BAA.

IN WITNESS WHEREOF, the Parties have caused this BAA to be executed by their respective authorized representatives, in multiple counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

BENEFITFOCUS.COM, INC.

By: DocuSigned by: Suzan LoCascio 64FA4CA92CE5447...

Print: Suzan LoCascio

Title: Suzan LoCascio - AVP BU Controller

Date: September 29, 2026

Washoe County, Nevada

By: Signed by: Mark Stewart A8346E302CD2496...

Print: Mark Stewart

Title: Division Director - Purchasing

Date: September 28, 2026

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This Data Security Addendum ("**Addendum**") is an addendum to and is governed by the Client Services Agreement ("Agreement") between Benefitfocus and Washoe County, Nevada (together the "Parties") and sets forth the obligations of the Parties regarding the data security pursuant to such Agreement.

1. DEFINITIONS.

1.1 The following definitions and rules of interpretation apply to this Addendum:

(a) **"Affected Persons"** means Client's and its Affiliate's former and current employees whose Personal Information may have been disclosed or compromised as a result of an Information Security Incident.

(b) "**Affiliates**" means any entities that, now or in the future, control, are controlled by, or are under common control with Client. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through ownership, voting securities, contract, or otherwise.

(c) **"Benefitfocus Personnel"** means Benefitfocus' employees and subcontractors engaged in the performance of Services.

(d) **"Confidential Information"** means, (a) non-public information concerning the Disclosing Party, its affiliates, and their respective businesses, products, processes, technical, marketing, agents, customers, financial information, personnel, and planning information; (b) PI; (c) trade secrets; and (d) any other information that is marked confidential in accordance with NRS 333.333, or which, under the circumstances surrounding disclosure, the Non-Disclosing Party should know is treated as confidential by the Disclosing Party. Except with respect to PI, which will be treated as Confidential Information under all circumstances, Confidential Information will not include: (A) information which is not deemed confidential under Nevada law; (B) information lawfully obtained or developed by the Non- Disclosing Party independently of the Disclosing Party's Confidential Information and without breach of any obligation of confidentiality; or (C) information that enters the public domain without breach of any obligation of confidentiality. All Confidential Information will remain the property of the Disclosing Party.

(e) **"Information Security Incident"** means any breach of security or cyber security incident impacting Benefitfocus that has a reasonable likelihood of, (a) resulting in the loss or unauthorized access, use or disclosure of Client PI; or (b) materially affecting Benefitfocus' ability to provide the Services to Client as defined in the Agreement.

(f) **"Law"** means all U.S. and non-U.S. laws, ordinances, rules, regulations, declarations, decrees, directives, legislative enactments and governmental authority orders and subpoenas.

(g) **"Personal Information"** means any information or data processed by Benefitfocus in performing the Services that is considered "Personally Identifiable Information", "Personal Information", "Personal Data", or like terms under applicable Law, including, but not limited to, information regarding or reasonably capable of being associated with an identified or identifiable individual, device, or household, or information (including sensitive information) that can directly or indirectly identify a natural person or data subject. For the avoidance of doubt, Personal Information shall not include anonymous, aggregated, or de-identified data to the extent such data is exempt or excluded from regulation under applicable Law.

1.2 This Addendum is subject to the terms of the Agreement and is incorporated into the Agreement. Interpretations and defined terms set forth in the Agreement apply to the interpretation of this Addendum. Capitalized terms that are not defined in the Agreement or this Addendum shall have the same meaning as defined under applicable Laws.

1.3 In the case of conflict or ambiguity between any of the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum will prevail.

2. DATA SECURITY.

2.1. Security Standards and Controls.

(a) Benefitfocus will establish and maintain:

(i) administrative, technical, and physical safeguards against the destruction, loss, or alteration of Confidential Information; and

(ii) Appropriate security measures to protect Confidential Information, which measures meet or exceed the requirements of all applicable Laws relating to personal information security.

(b) In addition, Benefitfocus will implement and maintain the following information security controls:

(i) Privileged access rights will be restricted and controlled;

(ii) An inventory of assets relevant to the lifecycle of information will be maintained;

(iii) Network security controls will include, at a minimum, firewall, intrusion detection, and intrusion prevention

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services;

(iv) Detection, prevention and recovery controls to protect against malware will be implemented;

(v) Information about technical vulnerabilities of Benefitfocus' information systems will be obtained and evaluated in a timely fashion and appropriate measures taken to address the risk;

(vi) Detailed event logs recording user activities, exceptions, faults, access attempts, operating system logs, and information security events will be produced, retained and regularly reviewed as needed; and

(vii) Development, testing and operational environments will be separated to reduce the risks of unauthorized access or changes to the operational environment.

2.2. Information Security Policies. Benefitfocus will implement and maintain written policies, standards or procedures that address the following areas:

(a) Information security;

(b) Data governance and classification;

(c) Access controls and identity management;

(d) Asset management;

(e) Business continuity and disaster recovery planning and resources;

(f) Capacity and performance planning;

(g) Systems operations and availability concerns;

(h) Systems and network security;

(i) Systems and application development, quality assurance and change management;

(j) Physical security and environmental controls;

(k) Data privacy;

(l) Patch management;

(m) Maintenance, monitoring and analysis of security audit logs;

(n) Vendor and third-party service provider management; and

(o) Incident response, including clearly defined roles and decision-making authority and a logging and monitoring framework to allow the isolation of an incident; and

(p) Data loss prevention

2.3. Subcontractors. Benefitfocus will implement and maintain policies and procedures to ensure the security of Confidential Information and related systems that are accessible to, or held by, third party service providers. Benefitfocus will not allow any third parties to access Benefitfocus' systems or store or process sensitive data, unless such third parties have entered into written contracts with Benefitfocus that require, at a minimum, the following:

(a) The use of encryption to protect Personal Information in transit, and the use of encryption or other mitigating controls to protect Personal Information at rest;

(b) Prompt notice to be provided in the event of an Information Security Incident;

(c) The ability of Benefitfocus or its agents to perform information security assessments; and

(d) Representations and warranties concerning adequate informationsecurity.

2.4. Encryption Standards, Multifactor Authentication and Protection of Confidential Information.

(a) Benefitfocus will implement and maintain cryptographic controls for the protection of Confidential Information, including the following:

(i) Use of an encryption standard equal to or better than the industry standards included in applicable National Institute for Standards and Technology Special Publications (or such higher encryption standard required by applicable Law) to protect Confidential Information at rest and in transit over un-trusted networks;

(ii) Use of cryptographic techniques to provide evidence of the occurrence or nonoccurrence of an event or action;

(iii) Use of cryptographic techniques to authenticate users and other system entities requesting access to or transacting with system users, entities and resources; and

(iv) Development and implementation of policies on the use, protection and lifetime of cryptographic keys through their entire lifecycle.

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(b) In addition to the controls described in clause (a) above, Benefitfocus will:

(i) Implement multi-factor authentication for all remote access to Benefitfocus' networks;

(ii) Ensure that no Client Personal Information is (A) placed on unencrypted removable media, mobile devices, computing equipment or laptops or (B) stored outside the United States; and

(iii) Ensure that media containing Confidential Information is protected against unauthorized access, misuse or corruption during transport.

2.5. Information Security Roles and Responsibilities. Benefitfocus will employ personnel adequate to manage Benefitfocus' information security risks and perform the core cyber security functions of identify, protect, detect, respond and recover. Benefitfocus will designate a qualified employee to serve as its Chief Information Security Officer responsible for overseeing and implementing its information security program and enforcing its information security policies. Benefitfocus will define roles and responsibilities with respect to information security, including by identifying responsibilities for the protection of individual assets, for carrying out specific information security processes, and for information security risk management activities, including acceptance of residual risks. These responsibilities will be supplemented, where appropriate, with more detailed guidance for specific sites and information processing facilities.

2.6. Segregation of Duties. Benefitfocus will segregate duties and areas of responsibility in order to reduce opportunities for unauthorized modification or misuse of Benefitfocus' assets and ensure that no single person can access, modify or use assets without authorization or detection. Controls will be designed to separate the initiation of an event from its authorization. If segregation is not reasonably possible, other controls such as monitoring of activities, audit trails and management supervision will be utilized. Development, testing, and operational environments will be separated to reduce the risks of unauthorized access or changes to the operational environment.

2.7. Information Security Awareness, Education and Training. Benefitfocus will provide regular information security education and training to all Benefitfocus Personnel, as relevant for their job function. In addition, Benefitfocus will provide mandatory training to information security personnel and require key information security personnel to stay abreast of changing cyber security threats and countermeasures.

2.8. Vulnerability Assessments. Benefitfocus will conduct monthly vulnerability assessments that meet the following criteria:

(a) All production servers and network devices must be scanned at least monthly;

(b) All vulnerabilities must be rated;

(c) All vulnerability remediation must be prioritized based on risk;

(d) All tools used for scanning must have signatures updated at least monthly with the latest vulnerability data; and

(e) Benefitfocus will implement and maintain a formal process for tracking and resolving issues in a timely fashion.

2.9. Penetration Testing. If any Services to be provided by Benefitfocus include the hosting or support of one or more externally facing applications that can be used to access systems that store or process Client data, the terms of this Section will apply.

(a) At least once every twelve (12) months and prior to any major changes being moved into production, Benefitfocus will conduct a Valid Penetration Test on each internet facing application described above. As used herein, a "Valid Penetration Test" means a series of tests performed by a team of certified professionals, which tests mimic real-world attack scenarios on the information system under test and include, without limitation, thefollowing:

(i) Information-gathering steps and scanning for vulnerabilities;

(ii) Manual testing of the system for logical flaws, configuration flaws, or programming flaws that impact the system's ability to ensure the confidentiality, integrity, or availability of Client's information assets;

(iii) System-compromise steps;

(iv) Escalation-of-privilege steps; and

(v) Assignment of a rating for each issue based on the level of potential risk exposure to Client's brand or information assets.

(b) Upon Client's request, Benefitfocus will provide to Client an executive summary of any material issues or vulnerabilities identified by the most recent Valid Penetration Test along with the scope of systems tested. The report may be redacted to ensure confidentiality.

2.10. Physical and Environmental Security. Benefitfocus will ensure that all sites are physically secure, including the following:

(a) Sound perimeters with no gaps where a break-in could easily occur;

(b) Exterior roof, walls and flooring of solid construction and all external doors suitable protected against unauthorized access with control mechanisms such as locks, bars, alarms, etc.;

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(c) All doors and windows to operational areas locked when unattended;

(d) Equipment protected from power failures and other disruptions caused by failures in supporting utilities;

(e) Closed-circuit television cameras at site entry/ exit points; badge readings at all site entry points, or other means to prevent unauthorized access;

(f) Visitor sign-in/ mandatory escort at site; and

(g) With respect to remote work environments, if the foregoing controls are not present, then Benefitfocus will use commercially reasonable efforts to mitigate any increased risk associated with such remote work environments, by, for example, limiting the types of access and functional roles eligible for a remote work environment, restricting access to a virtual private network (VPN) or virtual desktop infrastructure (VDI), providing formal guidance and standards for workspace security, and enhancing data protection controls such as data masking, logging and monitoring.

2.11. Information Security Incident Notification.

(a) In the event of any Information Security Incident, Benefitfocus will, at its sole expense promptly (and in any event within seventy-two (72) hours after Benefitfocus confirms an Information Security Incident) report such Information Security Incident to Client by sending an email to Client's contact information, summarizing in reasonable detail the effect on Client, if known, and designating a single point of contact at Benefitfocus who will be:

(i) Available to Client for information and assistance related to the Information Security Incident;

(ii) Investigate such Information Security Incident, perform a root cause analysis, develop a corrective action plan and take all necessary corrective actions;

(iii) Mitigate, as expeditiously as possible, any harmful effect of such Information Security Incident and cooperate with Client in any reasonable and lawful efforts to prevent, mitigate, rectify and remediate the effects of the Information Security Incident;

(iv) Provide a written report to Client containing all information necessary for Client to determine compliance with all applicable Laws, including the extent to which notification to Affected Persons or to government or regulatory authorities is required; and

(v) Cooperate with Client in providing any filings, communications, notices, press releases or reports related to such Information Security Incident.

2.12. In addition to the other indemnification obligations of Benefitfocus set forth in the Agreement, Benefitfocus will indemnify, defend and hold harmless Client from and against any and all claims, suits, causes of action, liability, loss, costs and damages, including reasonable attorneys' fees, arising out of or relating to any Information Security Incident, which may include, without limitation:

(a) Expenses incurred to provide notice to Affected Persons and to law-enforcement agencies, regulatory bodies or other third parties as required to comply with applicable Law;

(b) Expenses related to any reasonably anticipated and commercially recognized consumer data breach mitigation efforts, including, but not limited to, costs associated with the offering of credit monitoring or a similar identify theft protection or mitigation product for a period of at least twelve (12) months or such longer time as is required by applicable laws or any other similar protective measures designed to mitigate any damages to the Affected Persons; and

(c) Fines or penalties that Client pays to any governmental or regulatory authority under legal or regulatory order as a result of the Information Security Incident.

2.13. Risk Assessments. Upon Client's request, and no more than once per year, Benefitfocus will complete an industry standard information security questionnaire and provide relevant Service Organization Control (SOC) audit reports, when available.

2.14. Data Loss Prevention. Benefitfocus will use commercially available data loss prevention technology designed to detect and prevent unauthorized transmission of electronic data obtained or created in connection with the Services through various methods, including but not limited to email, network traffic, USB devices, CDs/DVDs, and print. Benefitfocus will implement features of such technology that are designed to both detect and prevent unauthorized transmission using rules within the technology that are reasonably related to the specific type of data handled by Benefitfocus. Benefitfocus will:

(a) Investigate any evidence of a potential or actual unauthorized transmission detected by such technology;

(b) Identify, prevent, and mitigate the effects of any such potential or unauthorized transmission;

(c) Carry out any action necessary to remedy the cause of the potential or unauthorized transmission and prevent a recurrence; and

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(d) Notify Client of the progress and results of the foregoing.

Benefitfocus' obligations under this section shall be in addition to any other obligations Benefitfocus may have under the Agreement with respect to an Information Security Incident.

3. CONFIDENTIAL INFORMATION.

3.1. Confidential Information. Either Party ("Disclosing Party") may disclose Confidential Information to the other Party ("Non-Disclosing Party") in connection with this Addendum.

3.2. Use and Disclosure of Confidential Information. The Non-Disclosing Party agrees that it will disclose the Disclosing Party's Confidential Information only to its employees, agents, consultants, and contractors who have a need to know and are bound by obligations of confidentiality no less restrictive than those contained in this Addendum. In addition, Benefitfocus agrees that it will use the Disclosing Party's Confidential Information only for the purposes of performing its obligations under this Addendum. The Non-Disclosing Party will use all reasonable care in handling and securing the Disclosing Party's Confidential Information and will employ all security measures used for its own proprietary information of similar nature. These confidentiality obligations will not restrict any disclosure of Confidential Information required by Law or by order of a court, regulatory authority or governmental agency; provided, that the Non-Disclosing Party will limit any such disclosure to the information actually required to be disclosed. Notwithstanding anything to the contrary, Client may fully comply with requests for information from regulators of Client and the Client Affiliates. Further, notwithstanding the foregoing, Benefitfocus understands that Client is a local government subject to Nevada's Public Records Act, NRS Chapter 239, and may have a legal obligation to disclose information or documents received from Benefitfocus under Nevada law even if an item is marked as "confidential" or "trade secret" in accordance with NRS 333.333. The Client will, if a public records request specifically requests documents or other materials regarding Benefitfocus' Services, endeavor to provide Benefitfocus with advance notice and an opportunity to review the documents or other materials that Client intends to disclose so that Benefitfocus may decide whether to assert or claim any applicable exemption under Nevada law. The parties understand and agree that Benefitfocus' opportunity to review the documents or other materials will be limited to no more than ten (10) business days.

3.3. Treatment of Confidential Information Following Termination. Treatment of Confidential Information following termination shall be in accordance with Sections IV.E and V.D of the Agreement.

3.4. Period of Confidentiality. The restrictions on use, disclosure, and reproduction of Confidential Information set forth in this Section will, with respect to Personal Information and Confidential Information that constitutes a "trade secret" (as that term is defined under applicable Law), be perpetual, and will, with respect to other Confidential Information, remain in full force and effect during the term of the Agreement and for three (3) years following the termination or expiration of the Agreement.

3.5. Injunctive Relief. The Parties agree that the breach, or threatened breach, of any of the confidentiality provisions of this Addendum may cause irreparable harm without adequate remedy at law. Upon any such breach or threatened breach, the Disclosing Party will be entitled to injunctive relief to prevent the Non-Disclosing Party from commencing or continuing any action constituting such breach, without having to post a bond or other security and without having to prove the inadequacy of other available remedies. Nothing in this Section will limit any other remedy available to either Party.

4. DISASTER RECOVERY AND BUSINESS CONTINUITY PLAN. BENEFITFOCUS MAINTAINS, AND WILL CONTINUE TO MAINTAIN THROUGHOUT THE TERM, (A) A WRITTEN DISASTER RECOVERY PLAN ("DISASTER RECOVERY PLAN"), WHICH DISASTER RECOVERY PLAN IS DESIGNED TO MAINTAIN CLIENT'S ACCESS TO SERVICES AND PREVENT THE UNINTENDED LOSS OR DESTRUCTION OF CLIENT DATA; AND (B) A WRITTEN BUSINESS CONTINUITY PLAN ("BCP") THAT PERMITS BENEFITFOCUS TO RECOVER FROM A DISASTER AND CONTINUE PROVIDING SERVICES TO CUSTOMERS, INCLUDING CLIENT, WITHIN THE RECOVERY TIME OBJECTIVES SET FORTH IN THE BCP. UPON CLIENT'S REASONABLE REQUEST, BENEFITFOCUS WILL PROVIDE CLIENT WITH EVIDENCE OF DISASTER RECOVERY TEST DATE AND RESULT OUTCOME.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives, in multiple counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

BENEFITFOCUS.COM, INC.

By: DocuSigned by: Suzan LoCascio 64FA4CA92CE5447...

Print: Suzan LoCascio

Title: Suzan LoCascio - AVP BU Controller

Date: September 29, 2026

Washoe County, Nevada

By: Signed by: Mark Stewart A8346E302CD2496...

Print: Mark Stewart

Title: Division Director - Purchasing

Date: September 28, 2026

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This Personal Information Processing Addendum ("**Addendum**") is an addendum to and is governed by the Client Services Agreement ("Agreement") between Benefitfocus and Washoe County, Nevada (together the "Parties") and sets forth the obligations of the Parties regarding the processing of Personal Information pursuant to such Agreement.

1. DEFINITIONS AND INTERPRETATION.

1.1. The following definitions and rules of interpretation apply to this Addendum:

(a) "**Affiliates**" means any entities that, now or in the future, control, are controlled by, or are under common control with Client. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through ownership, voting securities, contract, or otherwise.

(b) "**Data Controller**" means the entity which, alone or jointly with others, determines the purpose and means of the Processing of Personal Information.

(c) "**Data Processor**" means the entity which Processes Personal Information on behalf of the Controller, including as applicable any "service provider" as that term is defined by the CCPA.

(d) "**Data Subject**" means the individual person to whom the Personal Information relates.

(e) "**Data Protection Laws and Regulations**" means applicable laws and associated regulations in the United States concerning the privacy, security, or Processing of Personal Information (which may include laws of jurisdictions where Personal Information is or was collected or where the Consumer resides), including data-breach notification laws, consumer protection laws, laws concerning requirements for website and mobile application privacy policies and practices, data security laws, laws requiring the secure disposal of records containing Personal Information, and laws concerning email, text message or telephone communications, including but not limited to all applicable comprehensive US state data privacy laws, including the currently effective or successor versions of the California Consumer Privacy Act ("**CCPA**") and all other similar United States federal, state, and local laws and regulations, as they may be amended, modified, or replaced from time to time.

(f) **"Personal Information"** means any information or data Processed by Benefitfocus in performing the Services that is considered "Personally Identifiable Information", "Personal Information", "Personal Data", or like terms under applicable Data Protection Laws and Regulations, including, but not limited to, information regarding or reasonably capable of being associated with an identified or identifiable individual, device, or household, or information (including sensitive information) that can directly or indirectly identify a natural person or data subject. For the avoidance of doubt, Personal Information shall not include anonymous, aggregated, or de-identified data to the extent such data is exempt or excluded from regulation under applicable Data Protection Laws and Regulations. Client does not receive any specific benefit or consideration in exchange for its Personal Information.

(g) **"Processing, Processes, or Process"** has the meaning given to this term in the applicable Data Protection Laws and Regulations.

(h) **"Security Breach"** means "Information Security Incident" as defined in the Data Security Addendum.

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(i) **"Subprocessor"** means any Benefitfocus Affiliate or third-party entity engaged by Benefitfocus or a Benefitfocus Affiliate as a Data Processor under this Addendum.

1.4 This Addendum is subject to the terms of the Agreement and is incorporated into the Agreement. Interpretations and defined terms set forth in the Agreement apply to the interpretation of this Addendum. Capitalized terms that are not defined in the Agreement or this Addendum shall have the same meaning as defined under applicable Data Protection Laws and Regulations.

1.5 In the case of conflict or ambiguity between any of the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum will prevail.

2. **Scope and Roles of Parties.** This Addendum applies to the processing of Personal Information by Benefitfocus to provide the Services. For purposes of this Addendum, Client is the Data Controller and Benefitfocus is the Data Processor.

3. **Instructions for Processing.** Benefitfocus shall Process Personal Information in accordance with Client's documented instructions. Client instructs Benefitfocus to Process Personal Information to provide the Services in accordance with the Agreement (including this Addendum) and as further specified via Client's use of the Services. Client may provide additional instructions to Benefitfocus to Process Personal Information, however Benefitfocus shall be obligated to perform such additional instructions only if they are consistent with the terms and scope of the Agreement and this Addendum. To the extent the CCPA applies to Personal Information, Benefitfocus will not (i) Sell or Share Personal Information;(ii) retain, use, or disclose Personal Information for any purpose other than to provide the Services in accordance with the Agreement; (iii) retain, use, or disclose Personal Information outside of the direct business relationship between Benefitfocus and Client; or (iv) combine Personal Information received pursuant to the Agreement with Personal Information received from another party, or Benefitfocus' own interactions with the Consumer to whom the Personal Information pertains. The Term "**Sell**", "**Share**", and "**Consumer**" shall have the meanings set forth in the CCPA.

4. **Compliance with Laws.** Benefitfocus will comply with all Data Protection Laws and Regulations applicable to Benefitfocus in its role as a Data Processor Processing Personal Information. Client shall comply with all Data Protection Laws and Regulations applicable to Client as a Data Controller and shall obtain all necessary consents, and provide all necessary notifications, to Data Subjects to enable Benefitfocus to carry out lawfully the Processing contemplated by this Addendum. Client shall ensure that any instruction it issues to Benefitfocus complies with applicable Data Protection Laws and Regulations. Benefitfocus shall notify Client within five (5) business days if it determines that it can no longer comply with applicable obligations under Data Protection Laws and Regulations with respect to Personal Information received or obtained in connection with performing the Services. Upon receiving such notice or other notice of Benefitfocus' non-compliance with applicable Data Protection Laws and Regulations, Client may take reasonable steps to stop and remediate any unlawful use of Personal Information received or obtained in connection with the performance of the Services.

5. **Benefitfocus Personnel.** Benefitfocus shall require screening of its personnel who may have access to Personal Information and shall require such personnel (i) to Process Personal Information in accordance with Client's instructions as set forth in this Addendum, (ii) to receive appropriate training on their responsibilities regarding the handling and safeguarding of Personal Information, and (iii) to be subject to confidentiality obligations which survive their termination of employment.

6. **SUBPROCESSORS.**

6.1 Client hereby agrees and provides a general authorization that Benefitfocus and its Affiliates may engage Subprocessors. Benefitfocus or the relevant Benefitfocus Affiliate engaging a Subprocessor shall ensure that such Subprocessor has entered into a written agreement that is no less protective than this Addendum and requires such Subprocessor to adhere to all obligations in this Addendum and other security-related obligations in the Agreement that are applicable to Benefitfocus' Subprocessors to the extent relevant to the Processing responsibilities assigned by Benefitfocus to such Subprocessor. Benefitfocus shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by Benefitfocus.

6.2 Benefitfocus shall make available to Client a Subprocessor list and provide Client with a mechanism to obtain notice of any updates to the Subprocessor list. At least thirty (30) days prior to authorizing any new Subprocessor to Process Personal Information, Benefitfocus shall provide notice to Client by updating the Subprocessor list.

6.3 This Section 6.3 shall apply only where required by Data Protection Laws and Regulations applicable to Client. In such event, if Client objects on reasonable grounds relating to data protection to Client's use of a new Subprocessor, then Client

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shall promptly, and within fourteen (14) calendar days following Benefitfocus' notification pursuant to Section 6.2 above, provide written notice of such objection to Benefitfocus. Should Benefitfocus choose to retain the objected-to Subprocessor, Benefitfocus will notify Client at least fourteen (14) days before authorizing the Subprocessor to Process Personal Information, and Client may terminate the relevant portion(s) of the Services within thirty (30) calendar days. Upon any termination by Client pursuant to this Section, Benefitfocus shall refund to Client any prepaid fees for the terminated portion(s) of the Services that were to be provided after the effective date of termination.

7. **Data Subject Rights.** Benefitfocus will, in a manner consistent with the functionality of the Services and Benefitfocus' role as a Data Processor, provide reasonable support to Client to enable Client to respond to Data Subject requests to exercise their rights under applicable Data Protection Laws and Regulations ("Data Subject Requests"). Benefitfocus will, without undue delay and in accordance with any time period specified under the applicable Data Protection Laws and Regulations provide assistance to Client to access, correct, delete or otherwise fulfill Data Subject Requests in accordance with the reasonable instructions of Client to the extent reasonably possible.

8. **Personal Information Security Breach.** If Benefitfocus becomes aware of a Security Breach, it shall comply with all requirements as set forth in Section 2.11 of the Data Security Addendum. Benefitfocus' obligation to report or respond to a Security Breach is not and will not be construed in itself as an acknowledgement of any fault or liability with respect to the Security Breach.

9. **Security of Processing.** Benefitfocus shall implement and maintain appropriate technical and organizational measures to protect Personal Information against accidental, unauthorized or unlawful access, disclosure, alteration, loss or destruction as described in the Data Security Addendum. The Data Security Addendum is the exclusive statement of the security obligations that Benefitfocus may adopt from time to time in order to protect Personal Information.

10. **Return and Deletion of Personal Information.** Upon termination of the Services, Benefitfocus shall return and delete Personal Information in accordance with Sections IV.E and V.D of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives, in multiple counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

BENEFITFOCUS.COM, INC.

DocuSigned by:

By: Suzan LoCascio
64FA4CA92CE5447...

Print: Suzan LoCascio

Title: Suzan LoCascio - AVP BU Controller

Date: September 29, 2026

Washoe County, Nevada

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By: Mark Stewart
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Title: Division Director - Purchasing

Date: September 28, 2026

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For purposes of this Insurance Addendum, "COUNTY" shall mean Washoe County, Nevada and "CONTRACTOR" shall mean Benefitfocus.com, Inc.

GENERAL REQUIREMENTS

COUNTY requires that CONTRACTOR purchase Workers' Compensation, General and Auto Liability, Professional Errors and Omissions Liability, Tech E&O, and Cyber insurance as described below against claims which may arise from the performance of the work here under by CONTRACTOR, its agents, representatives, employees or Sub-contractors. The cost of all such insurance shall be borne by CONTRACTOR.

WORKERS COMPENSATION

It is understood and agreed that there shall be no workers compensation insurance coverage provided for CONTRACTOR or any Sub-contractor by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

If CONTRACTOR or Sub-contractor is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B627.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain coverages and limits no less than:

1. General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.

2. Professional Errors and Omissions Liability: $1,000,000 per occurrence and as an annual aggregate. Premium costs incurred to increase CONTRACTOR'S insurance levels to meet minimum contract limits shall be borne by the CONTRACTOR at no cost to the COUNTY.

CONTRACTOR will maintain PROFESSIONAL liability insurance during the term of this Agreement and for a period of eighteen months from final termination of the parties' relationship. In the event that CONTRACTOR goes out of business during the term of this Agreement or the eighteen month period described above, CONTRACTOR shall purchase Extended Reporting Coverage for claims arising out of CONTRACTOR'S negligent acts, errors and omissions committed during the term of the Professional Liability Policy.

3. Technology Professional Liability and Network Security/Privacy Insurance:

Contractor shall maintain professional liability insurance applying to liability for a professional, error, act, or omission arising out of the Contractor's services provided under this Agreement. Limits shall be not less than Fifty Million Dollars ($50,000,000) each claim and annual aggregate.

Coverage shall be included for as well as errors, omissions, or negligent acts in the performance or failure to perform technological services for others which result in claims for damage arising out of or alleging programming errors, software performance, or Contractor's failure to perform the services and provide the products that Contractor delivers.

Contractor shall maintain professional liability insurance during the term of this Agreement and, if coverage is provided on a "claims made" or "claims made and reported" basis, shall maintain coverage or purchase an extended reporting period for a period of at least 18 months following the termination of this Agreement.

Contractor shall maintain network security and privacy liability insurance (Cyber insurance) insuring against loss resulting from (1) privacy breaches [liability arising from the loss or disclosure of confidential information] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems and (6) system failure. Coverage shall be provided with a limit of not less than Fifty Million dollars ($50,000,000) per claim and annual aggregate.

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DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, applicable deductibles and self-insured retention and prior to executing the underlying agreement. Any material changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be communicated to the COUNTY Risk Manager upon request.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverages

a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; or premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.

b. CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.

d. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. CONTRACTOR'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. ***All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences.***

SUB-CONTRACTORS

CONTRACTOR shall include all Sub-contractors as insureds under its policies or furnish separate certificates and endorsements for each Sub-contractor. Sub-contractor shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Sub-contractor, or anyone employed, directed or supervised by CONTRACTOR.

2. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-contractors under it.

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3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:

a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR here under until CONTRACTOR demonstrates compliance with the requirements hereof;

b. Terminate the Agreement.

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Benefitfocus®

Order Form

Pursuant to the terms and conditions set forth in the Client Services Agreement ("Agreement") between Benefitfocus.com, Inc. ("Benefitfocus") and Washoe County, Nevada ("Client") (collectively the "Parties") and this Order Form, the Parties agree that Benefitfocus will provide to Client those Software Services identified herein. The Professional Services and/or Software functionality (as applicable) are defined in the attached appendices.

I. CLIENT INFORMATION

1. Client Name:	Washoe County, Nevada
2. Address:	1001 E. 9th Street, Reno, NV, 89512
3. Authorized User	N/A
4. Effective Date:	Upon date of second signature
5. Target Go-Live Date:	8/1/2027
6. End of Term:	Upon completion of the services herein
7. Benefitfocus Contact:	Candice Hamilton
8. Client Contact (name, phone number, and email):	Dan Simpson, (775) 328-2323, DSimpson@washoecounty.gov
9. Invoice Contact (name, phone number, and email):	Beth Todd, (775) 328-2369, BTodd@washoecounty.gov
10. Duplicate Invoice: (Yes/ N/A):	Yes
11. Duplicate Invoice Contact Information (name, phone number, and email):	AP Team, APTeam@washoecounty.gov

II. FEES

A. **Professional Services:**

Product Name:	Invoice Frequency	Rate	Unit of Measure	Quantity	Fee
SAP Express Implementation	OTF/Milestone	$19.09	Benefit Eligible Employee (Full)	5500	$105,000.00
Single Sign On (SAML 2.0)	OTF/Milestone	$2,500.00	Unit	1	$2,500.00
Closed Loop Payroll Implementation	OTF/Milestone	$6,000.00	Unit	1	$6,000.00
Payroll System Integration	OTF/Milestone	$10,000.00	Unit	1	$10,000.00
Content Management Services	OTF/Milestone	$0.00	N/A	1	$0.00 ($12,500.00 Waived)
				TOTAL ONE-TIME FEES	$123,500.00

III. ORDER FORM TERMS AND CONDITIONS:

1. **One-Time fees.** Except as otherwise stated herein, the one-time fees defined herein will be invoiced as follows:
   $24,700 on October 1, 2026 - required for mobilization and securing resources;
   $49,400 on March 1, 2027; and
   $49,400 on August 1, 2027.

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Notwithstanding anything contained in the Agreement to the contrary, the amounts payable by Client under this Order Form are due 60 days from the invoice date.

2. To the extent Professional/Implementation Services are in scope, Professional Services shall commence upon the Effective Date and continue until Acceptance. Acceptance procedures are as follows:
   a. Professional Services Deliverables: Each deliverable identified by Benefitfocus during implementation as Professional Services deliverables will be accepted ("Acceptance") upon the earlier of: (i) Client uses the applicable Software Services or deliverable(s) under essentially normal operating conditions in Client's production environment, or (ii) Client fails to reject the applicable Software Services within ten (10) business days of Benefitfocus' notice that the applicable Implementation Services have been completed.
   b. Should Client reject a deliverable, such rejection must be accompanied by an explanation of the reasons for the rejection, including specific references to those portions of any relevant schedule, deliverable, acceptance criteria, or product Documentation, which is the basis for the rejection, including identifying those deficiencies that must be corrected in order for the deliverable to be Accepted. Client shall not offer as the basis for any rejection, and Benefitfocus shall not be required to correct: (i) any minor imperfections or defects that do not materially impair the operation or utility of any deliverable or the Software Services; or (ii) lack of data transmission to any non-integrated carriers; or (iii) any delays caused by Client or Client's carriers or vendors.

3. SAP U.S. Benefits Implementation Services

   a. The Implementation Services are referred to as: SAP U.S. Benefits (also known as Benefitplace) Implementation Services.
   b. Client agrees that the *Benefitplace* Services purchased include data exchange configuration enablement and testing services for up to ten (10) Vendor Data Interfaces. For any change or addition to the Vendor Data Interfaces after the initial implementation of Benefitplace, a $3,500 fee per change shall apply for Transmission Data Vendor Interfaces and Transmission Project Data Vendor Interfaces and will be invoiced to Client as incurred. For the avoidance of doubt, an addition of a BenefitsPlace Benefit Catalog product or a replacement of a BenefitsPlace Benefit Catalog product with another BenefitsPlace Benefit Catalog product will not incur a fee.
   c. Support of an HCM Integration Suite solution beyond the scope defined in the Appendix, as implemented, including, without limitation, a change in the described solution or an increase in the number of HCM Integration Suite Data Integration Interfaces to be supported, requires further scoping and fees. Except to the extent the delay is solely caused by Benefitfocus, and unless otherwise agreed upon in writing, there will be no extensions or refunds in the event Client fails to use the HCM Integration Suite Professional Services within twelve (12) months of the Effective Date.
   d. To the extent recurring services are in scope, the recurring services are conditioned upon Client also receiving Benefitplace Software Services through SAP SE. In the event Client's contract with SAP SE for the *Benefitplace* software services terminates, the recurring services hereunder shall also terminate.

4. Definitions (to the extent applicable to the services Client has selected):
   a. "Go-Live" is defined as the date that any benefit to be managed within the enrollment module is available for use by Client (or any Authorized Users) in a production environment.
   b. An "Additional Benefitplace Data Source for Initial Load" means a third-party data source that is used to complete the initial data load of Client's employee data within *Benefitplace* during the initial *Benefitplace* implementation.
   c. A "Vendor Data Interface" means a third party or Client-supplied data file source, which may include new, historical or replacement medical claim, prescription claim, eligibility and/or ancillary data file(s).
   d. A "Benefit Eligible Employee" term used without reference to "Full" or "Voluntary Only" means both Benefit Eligible Employee (Full) and Benefit Eligible Employee (Voluntary Only).
   e. A "Benefit Eligible Employee (Full)" means an employee that is eligible for at least one (1) medical, dental, vision, or other IRC Section 125 benefit type within the Benefitplace.
   f. A "Non-Benefit Eligible Employee" means an employee that is not eligible for enrollment in a benefit configured within the Benefitplace and is either, (i) provided access to the Employee Communication Portal component of the Benefitplace or (ii) not provided access to the Benefitplace and, if applicable, is loaded within the Benefitplace solely for the purpose of performing data transmission and/or reporting functions.
   g. An "Enrolled Employee with Dependent(s)" means a Client employee loaded within the Benefitplace that is enrolled in one or more configured benefit plans with a coverage level that includes at least one enrolled dependent.
   h. A "HCM Integration Suite Data Integration Interface" means one data transmission link that includes up to one (1) inbound employee demographic file from Client's HR indicative or payroll system for importing within the Benefitplace and one (1) outbound deduction file exported to Client's HR indicative or payroll system from the Benefitplace.
   i. A "Transmission Vendor Data Interface" means that an interface to transmit the applicable employee benefits data from Benefitfocus to the applicable vendor system is commercially available for enablement within *Benefitplace* and will be enabled, tested, and deployed within Client's production environment by Benefitfocus. This link also includes an API link made commercially available by Benefitfocus.

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j. A "Transmission Project Vendor Data Interface" means that the applicable vendor benefit type will be enabled as a Data Capture link; provided, however, that Benefitfocus will add such request to its EDI development queue in order to convert to a Transmission Vendor Data Interface.

5. Any term used in this Order Form that is not defined herein shall have the same meaning ascribed to such term in the Agreement.
6. Certain services under this Order Form may be performed by Benefitfocus or Benefitfocus' subcontractors and vendors located abroad and/or onshore. Notwithstanding any such services performed by third parties, Benefitfocus shall remain liable for all services performed hereunder.
7. Client agrees to reimburse Benefitfocus for reasonable travel expenses approved in advance by Client for Professional Services for the implementation of the selected Software Services and understands that travel is not included within the fees presented herein and is an additional charge, which shall be invoiced at cost to the Client.
8. To the extent Client has selected for Benefitfocus to send a duplicate invoice in this Order Form, then, as a courtesy and convenience to Client, Benefitfocus agrees to provide a duplicate invoice, to make limited attempts to collect amounts due hereunder, and to accept payment under this Order Form. Such duplicate invoice shall not constitute a waiver of Client's obligation to pay for the Services and in the event of non-payment, Client shall remain liable for all amounts due hereunder.

IN WITNESS WHEREOF, the Parties have caused this Order Form to be executed by their respective authorized representatives, in multiple counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

BENEFITFOCUS.COM, INC.

By: DocuSigned by: Suzan LoCascio 64FA4CA92CE5447...

Print: Suzan LoCascio

Title: Suzan LoCascio - AVP BU Controller

Date: September 29, 2026

Washoe County, Nevada

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This Appendix defines a high-level overview of the functionality of the Software Services selected in the Order Form between Client and Benefitfocus. To the extent applicable, detailed functionality for the Software Services, subject to warranty claims, is defined in applicable documentation.

I. BENEFITFOCUS BENEFITPLACE ("BENEFITPLACE") AND OTHER SERVICES, AS APPLICABLE, PROFESSIONAL SERVICES:

A. Benefitfocus shall:
1. Conduct pre-implementation coordination and scheduling
2. Hold a discovery kickoff call to initiate implementation project, provide templates for gathering benefits, rates, plan, and rule information
3. Create, review, and finalize project plan for Benefitplace and other service(s) implementation(s)
4. Participate in discovery calls with Client and Client's benefit provider to plan EDI protocols, including schedules, file naming conventions, transmission details (e.g., URLs for Secure FTP), exception handling procedures, and data maps
5. Review and finalize system configuration and Documentation
6. Provide access to documentation designed to provide users with foundational skills
7. Conduct internal quality assurance and Client acceptance testing including a review of business rules and plan configurations as well as data load verifications, scenario execution and exceptions review and resolution
8. Complete Client Acceptance signoff and deploy to a production environment
9. For this implementation, Benefitfocus will configure one (1) benefit plan year based upon the initial selection agreed upon with Client: open enrollment or off-cycle. Should the Client request to change the scope of the implementation, Benefitfocus reserves the right to reassess the resource allocation strategy and timeline for the project, initiate contracting for a change request order form, and to charge fees for additional effort

B. Client shall:
1. Provide all plan documentation, rates, employee demographic data, eligibility rules, branding guidelines, logo, and any additional information reasonably necessary for the completion of discovery and configuration of the Benefitplace and other service(s), as applicable. All benefit documentation and benefit and census data must be provided prior to the implementation kickoff date. Delays in providing this information may result in the delay of the Target Go-Live Date.
2. Complete online trainings, requirements, deliverables and sign-offs as required by the implementation project plan
3. Complete the testing and validation efforts required by the implementation project before the Target Go Live Date. This effort includes, but is not limited to, platform testing, payroll and HCM integration testing, and end-to-end process testing. Signoff for these activities must be provided by Client before the Target Go-Date.
4. Provide resources to attend status meetings, participate in the completion of discovery and the testing of the Benefitplace, including, but not limited to Human Resources, payroll and other data subject matter experts, and IT resources

C. The Professional Services defined under this Appendix are subject to the following implementation conditions:
1. All benefit plans and carriers must be finalized ninety (90) days prior to the Target Go-Live Date. If this information is delayed, the target go live date will be pushed by an equal number of days, without penalty to Benefitfocus. Benefitfocus must receive current state benefits information and data for census and benefit data before the project kickoff date. Any delay in receiving the initially requested information may delay the Target Go-Live Date.
2. Should the Client provide new requirements after the signoff for system testing and validation, Benefitfocus reserves the right to delay the Target Go-Live Date of the platform to allow for necessary rediscovery, configuration, and testing.
3. If Client's retiree population is not in scope, Benefitfocus will be implementing the active population benefits administration onto the Benefitplace platform. Retiree benefits will not be managed on the platform.
4. If Client's retiree population is in scope, Benefitfocus will not be managing the enrollments or deductions for policies that are individually underwritten. These will be managed outside the system, as the Benefitplace platform requires a group-based and rule-based strategy to premium calculation.
5. Should it be determined during the implementation that an additional Vendor Data Interface is required, Benefitfocus will work with the Client and the applicable vendor to set up the Vendor Data Interface after a change request Order Form has been signed. This change request Order Form will have an implementation timeline independent from the timeline established in this original Order Form.
6. Additional services beyond the scope of this Section may require further scoping and pricing, including, without

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limitation, implementation of a new Vendor Data Interface, implementation of a new payroll interface, changes to an existing payroll interface, or configuration services associated with a merger, acquisition, divestiture or other business change which requires Benefitplace Restructuring Services.

D. Configuration of enrollment application and standard reporting functionality:
   1. Configure enrollment application with Client's plans, offerings, enrollment dates and designated carrier contract rules
   2. Enable standard Benefitplace reporting functionality through the self-service tool within Benefitplace. Any manipulation or modification of these reports that is requested by Client is the responsibility of the Client, unless the building of custom reporting options has been purchased.
   3. However, the functionality of the Benefitplace platform may be limited by the parameters, rules, alternatives and options that the Benefitplace platform currently uses and is designed to permit as of a given time, regardless of client rules, including benefit eligibility, deduction calendar setup, qualified life event processing, and other applicable business rules that will be used by the Client as well as the accuracy and completeness of the data provided by Client.

E. Initial Data Load (Enrollment Portal):
   1. Client will provide Benefitfocus with the appropriate, validated data sets from either its current system of record or from its carriers in the file specifications as defined by Benefitfocus.
   2. Client understands the accuracy and completeness of the data loaded into the Benefitplace is directly impacted by the accuracy and completeness of the data provided by or on behalf of the Client.
   3. Client will validate all data extracts prior to delivery from Client to Benefitfocus.
   4. Benefitfocus may require that the Client shifts to an active open enrollment strategy where members must actively elect their benefits to retain them for the next plan year if the health of the data is in a poor state.
   5. If an off-cycle or passive enrollment implementation in scope, once the applicable data files are received from Client and Client's benefit providers (as applicable), Benefitfocus will load current employee dependent information and one (1) plan year of benefit elections data for all benefits defined in discovery and perform internal quality assurance of loaded data.
   6. If an active enrollment is in scope, then, once the applicable data files are received from Client and Client's benefit providers (as applicable), Benefitfocus will load the applicable employee benefits data, dependent information, and current benefit elections that include EOI in the enrollment portal (excluding all benefit elections that do not include EOI beneficiary information) and perform internal quality assurance of loaded data.

F. Data Exchange Implementation Services:
   1. Configure, implement and test (at least one (1) test file) the outbound EDI data extraction and transmission of benefit elections from Benefitplace to Client's benefit providers as identified during discovery per the transmission method and schedules.
   2. Client shall require carrier/vendor to validate transmission within two (2) days of receipt and participate with Benefitfocus and carrier/vendor on testing calls to review, validate and resolve file extract results.
   3. If it is determined throughout the implementation that the Client's membership system within the applicable vendor system uses a legacy format that is not supported by the standard integration established between Benefitfocus and that vendor, or the vendor refuses to integrate with Benefitfocus for the Client, Benefitfocus may be unable to provide an integration.
   4. Should it be determined during the implementation that an additional vendor interface is required, Benefitfocus will work with the Client and the applicable vendor to set up an interface after a change request Order Form has been signed. This change request Order Form will have an implementation timeline independent from the timeline established in this Order Form and may be subject to additional fees.
   5. EDI development for a Transmission eLink or a Data Capture (Transmission Project) requires the cooperation and consent of the applicable carriers or benefit providers, which may grant or withhold such cooperation and consent in their sole discretion, and which is further subject to the Benefitfocus integration schedule and software release process. Benefitfocus shall utilize commercially reasonable efforts to make such connections available by the Target Go-Live Date, but shall not be liable for any delay or failure by the carrier or benefit provider to grant such connection, and unless specifically stated herein, Benefitfocus does not warrant any date or availability for such connections. Client further acknowledges that additional scoping and pricing may be required to the extent a standard Benefitfocus file format and specifications are not utilized to convert a Data Capture (Transmission Project) into a Transmission eLink. Client shall provide Benefitfocus with the contact information for each carrier, along with authorization to contact each carrier to gather the necessary information to configure, test and deploy these connections.

G. HCM Integration Suite Implementation Services:
   1. Due to the custom nature of HCM systems integrations, HCM Integration Suite Connect implementation is scheduled according to the Benefitfocus release schedule

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2. HCM Integration Suite Implementation Services requires technical discovery and configuration
3. To the extent Client has elected to implement a file-based HCME integration, Includes implementation of one (1) file based data exchange (inbound demographic file and outbound deduction file and inclusive of one of the following: Payroll Integration File, HRIS Integration File, Dependent File, Outbound Demographic File, Employee Demographic File) interface to and from Client system using a Benefitfocus file format. Benefitfocus will (a) hold a discovery call with Client's payroll or HRIS system subject matter expert to review the Benefitfocus file format and document the required data elements for regular inbound and outbound file exchange as well as define exception reports and error resolution procedures; and (b) conduct testing in which a test employee demographic file is received from Client and processed into Benefitplace as well as test the extraction of a payroll or HRIS integration file from Benefitplace and then is imported into the Client system.
4. To the extent Client does not choose to enable the HCM Integration solution, for the applicable payroll or HRIS data maintained by Client within Client's HRIS/payroll system(s), Client shall (a) key employee eligibility updates directly within Benefitplace, including new hires, terminations, and category changes; and (b) generate standard Benefitplace payroll export reports for importing into Client's HRIS/payroll system(s), as applicable.

H. Data Integration and HCM Development:
1. Data integration and HCM development for a file or API integration requires the cooperation and consent of the applicable carriers or providers, which may grant or withhold such cooperation and consent in their sole discretion, and which is further subject to the Benefitfocus integration schedule and software release process. Benefitfocus shall utilize commercially reasonable efforts to make such connections available by the Target Go-Live Date but shall not be liable for any delay or failure by the carrier or provider to grant such connection, and unless specifically stated herein, Benefitfocus does not warrant any date or availability for such connections. Client further acknowledges that additional scoping and pricing may be required to the extent a standard Benefitfocus file format and specifications are not utilized or additional integrations are required. Client shall provide Benefitfocus with the contact information for each carrier or provider, along with authorization to contact each carrier or provider to gather the necessary information to configure, test and deploy these connections. Client acknowledges that deviations from the standard file format or specifications requires further scoping and pricing and execution of a subsequent change order by the parties.

I. Communication and Engagement Support:
1. Website/Portal Content Management Services:
   a. Benefitfocus to provide thirty-five (35) hours of consulting and development support to create initial client website/portal for launch using client logo and color scheme, as well as training, as necessary. Hours are for one-time initial implementation and do not rollover.
   b. Client to provide requirements, materials and other supporting information, including; logo and/or header images, Company Branding guidelines, source material for website content (i.e., enrollment guide, third party website links), PDF(s) of current SPD(s) or other benefits related documents. Client to support overall website/portal testing.
2. Optional Services:
   a. Additional hours of consulting support and design execution can be purchased in 10-hour increments at the then current Benefitfocus rate
   b. Future branding updates require scoping and may result in additional charges at the then current Benefitfocus rates.

J. Benefitplace Implementation Services (Content Manager):
1. Hold a 1-hour session to review Client branding guidelines, determine Client specific URL (20 character limit with no special characters or dashes) and review content library configuration and pre-authored Benefitplace content per Client's specifications. Complete private label configuration, including colors, fonts and styles as well as design of icons, buttons and tab names throughout the Member Role™ Note: No additional branding updates will be made after the implemented deployment, unless assessed with additional charges.
2. Provide 5 hours of additional consultation and/or training to support client in enabling the platform (ie. complete configuration, including navigation, pages, upload content, and audience filtering) and using their written content effectively.

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II. SINGLE SIGN ON PROFESSIONAL SERVICES:

A. Single sign on setup and configuration consists of discovery, user mapping, transport technology, testing support, operational monitoring, and maintenance and includes:

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1. Technical discovery to identify technical and functional requirements and limitations
2. Setup and configuration of single sign on link(s) per quantity defined on Order Form
3. Single sign on implementation using standard SAML 2.0 technology, or the current version thereof
4. For each link, single sign on deployment to either allow *Benefitfocus Benefitplace* to open in a new window when launched from Client's applicable portal or to allow Client's applicable portal to open in a new window when launched from *Benefitfocus Benefitplace*
5. Configuration of links/URLs for single sign on credential exchange
6. Configuration and support of keepalive and logout URLs

B. Client Responsibilities:

1. Client shall be responsible for coordinating with Benefitfocus to create user accounts and update account information to permit the single sign on to operate as configured and implemented.

III. PAYROLL SYSTEM INTEGRATION:

A. Benefitfocus shall provide:

1. Communication for up to four (4) hours to discover and solution Client's request.
2. An updated version of the existing requirements document, or a new version of the requirements document, which includes the requested update to Client's existing HCM Integration solution.
3. Updates, additions, modifications to, or removal, or building of, functionality in the extraction or load process to reflect the changes documented in the agreed upon requirements.
4. End to end testing with the Client, including loading or extracting, as applicable, files for up to five (5) cycles.
5. Deployment of the change to production once Client has provided sign-off.

IV. CLOSED LOOP PAYROLL SYSTEM INTEGRATION

A. Benefitfocus shall provide:

1. Communication for up to ten (10) hours to discover and solution Client's request.
2. An updated version of the existing requirements document, or a new version of the requirements document, which includes the requested update to Client's existing HCM Integration solution.
3. Updates, additions, modifications to, or removal, or building of, functionality in the extraction or load process to reflect the changes documented in the agreed upon requirements.
4. End to end testing with the Client, including loading or extracting files for up to ten (10) cycles.
5. Deployment of the change to production once Client has provided sign-off.

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