



PLANSOURCE SERVICES AGREEMENT

Last updated on January 26, 2026

THIS PLANSOURCE SERVICES AGREEMENT IS ENTERED INTO BETWEEN YOU (THE ENTITY THAT IS A PARTY TO THIS AGREEMENT) AND PLANSOURCE BENEFITS ADMINISTRATION, INC. (“**PLANSOURCE**”) AND GOVERNS YOUR ACCESS TO, USE OF, AND RECEIPT OF PLANSOURCE’S SERVICES (DEFINED BELOW) AND IS EFFECTIVE AS OF THE DATE OF YOUR ACCEPTANCE (“**EFFECTIVE DATE**”).

BY (1) INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, (2) EXECUTING AN ORDER FORM, OR (3) USING, ACCESSING, OR RECEIVING THE SERVICES (“**ACCEPTANCE**”), YOU ACCEPT THIS AGREEMENT AND ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND WILL COMPLY WITH THE SAME. IF YOU DO NOT ACCEPT THIS AGREEMENT, THEN YOU MUST NOT ACCESS, USE, OR RECEIVE THE SERVICES. AN INDIVIDUAL ACCEPTING THIS AGREEMENT ON BEHALF OF AN ENTITY REPRESENTS THAT S/HE HAS THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT AND IS AT LEAST 18 YEARS OF AGE.

1. **DEFINITIONS.**

Affiliate means an entity controlled by, under common control with, or controlling such entity, where control is denoted by having fifty percent (50%) or more of the voting power (or equivalent) of the applicable entity. Subject to the terms and conditions of this Agreement, your Affiliates may use the Services provided hereunder, and you are responsible for their compliance with this Agreement.

Agreement means PlanSource Services Agreement, Product-Specific Terms (as relevant), the Order Form, the Scope of Services (as relevant), and any agreement incorporated herein by reference.

API means the application programming interface(s) provided by PlanSource that permits you to access the Subscription Services, if available.

Authorized User means an individual authorized by you to use the Subscription Services. You are responsible for the acts and omissions of Authorized Users and any other person who accesses and uses the Subscription Services using your or an Authorized Users’ access credentials.

Benefits Services means benefits services, such as implementation, benefits administration services, and benefits management, as outlined in the relevant [Scope of Services](#), which is incorporated herein by reference.

Confidential Information means all non-public information disclosed by a party (“**Disclosing Party**”) under this Agreement to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as “confidential” at the time of disclosure or that reasonably should be understood to be confidential given the nature of the information and/or the circumstances of disclosure, including, without limitation: the existence of the Agreement between the parties, the terms and conditions of the Agreement (including pricing), business and marketing plans, technology and technical information, products and product plans, designs, and roadmaps (including features, functionality and PlanSource content), and business processes, trade secrets, financial data, and know-how.

End User means, if you are an employer group, your employees, former employees, or other participant(s).

End User Data means information and data provided from you, your Authorized User, or End User to PlanSource in the course of accessing or using the Subscription Services.

Malicious Code means malicious code, Trojan horses, malware, spam, viruses, or other destructive technology.

Order Form means an order form or document issued by PlanSource that specifies the Services to be provided hereunder along with pricing and other related information.



Provider means any third party that you have separately and independently engaged for other services, including your designated carrier; payroll, service, or insurance provider; broker of record; auditor, or other agent.

Services means Subscription Services, Benefits Services, and any other products provided by PlanSource or its authorized third parties to you.

Subscription Services means PlanSource software-as-a-service, API, and Software made available by PlanSource to you, which includes updates, new releases, versions, modifications, or enhancements, on a subscription basis.

Software means object code versions of any downloadable software provided by PlanSource to you, which may include an agent or progressive web application to access the Subscription Services, and which includes updates, new releases, versions, modifications, or enhancements, pursuant to this Agreement.

2. GRANT; NO FEE ACCESS.

2.1 Grant. Upon payment of fees and subject to compliance with this Agreement, PlanSource grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable, right during the Term (defined below) to access and use the Subscription Services for Customer's internal business purposes as well as access to and use of the other Services available under this Agreement.

2.2 No Fee Access. If Subscription Services are provided to Customer for evaluation, demonstration, beta, release candidate, or free purposes, PlanSource hereby grants to you, subject to your compliance with this Agreement, a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use evaluation, demonstration, beta, or release candidate features and functionality or free versions of the Subscription Services pursuant to the terms of the Agreement. Unless as otherwise agreed between the parties, Subscription Services provided for evaluation, demonstration, beta, or release candidate purposes shall not be used for production use, and your access and use right shall terminate on the end date of the predetermined period or immediately upon notice from PlanSource in its sole discretion, whichever occurs first. YOU ACKNOWLEDGE AND AGREE THAT THE SUBSCRIPTION SERVICES PROVIDED UNDER THIS SECTION ARE PROVIDED ON AN "AS-IS" BASIS AND WITHOUT ANY INDEMNIFICATION, SUPPORT, OR WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, AND PLANSOURCE HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. Except to the extent such terms conflict with this Section, all other terms of this Agreement shall apply to the Services provided for evaluation, demonstration, beta, release candidate, or free purposes.

3. USE OF SERVICES; RESTRICTIONS.

3.1 Use of Services. You acknowledge, agree, and warrant that you: (i) will be responsible for your, your Authorized Users', and End Users' activity and use of the Services and compliance with applicable laws and regulations, and, if you become aware of any violation, will immediately terminate the offending party's access to the Services; (ii) will utilize the latest version of the Services, including any API or Software, and only utilize the Services with properly licensed software and applications; (iii) are able to legally process and provide End User Data to PlanSource and will be solely responsible for the procurement, accuracy, security, quality, integrity, and legality of the same; and (iv) are responsible for the security, completeness, and accuracy of your registration, account, and billing information (and will promptly notify PlanSource of any unauthorized access or use of the same).

3.2 Restrictions. You shall not (and shall not permit your Authorized Users or End Users to), directly or indirectly: (a) exceed your rights to use the Services pursuant to this Agreement and the Order Form; (b) make any Services available to anyone other than you, your Authorized Users, or End Users, or use any Services for the benefit of anyone other than you or your Affiliates; (c) sell, resell, license, sublicense, distribute, rent, lease, loan, or otherwise transfer any Services; (d) reverse engineer, decompile, or disassemble, or otherwise obtain or attempt to create, derive, or obtain the source code or unauthorized access of the Services; (e) modify, translate, enhance, or



otherwise change the Services or prepare derivative works of the Services unless expressly agreed between the parties; (f) use the Services to violate third party rights or applicable laws or to process unauthorized, infringing, libelous, unlawful, or tortious data that you are not authorized to process; (g) use the Services to store or transmit Malicious Code or interfere with, impair, or disrupt the integrity or performance of the Services or any party's use of the Services; (h) use or otherwise exploit the Services for the purposes of benchmarking, competitive analysis, or the development of a competing software product; (i) circumvent or attempt to circumvent any methods employed by PlanSource to control access to the components, features, or functions of the Services; (j) conduct security testing on PlanSource's infrastructure, Services, or other products; or (j) remove, obscure, or alter any proprietary notices, including trademark or copyright notices, from the Services.

4. OWNERSHIP; FEEDBACK; END USER DATA; PROTECTION.

4.1 Ownership. PlanSource (or its licensors) is the sole and exclusive owner(s) of all right, title, and interest in and to the Services and PlanSource's proprietary property (including all improvements, enhancements, or modifications of the foregoing or any other intellectual property or proprietary rights) and reserves and retains all right, title and interest in and to the same.

4.2 Feedback. You may provide suggestions, comments, or other feedback to PlanSource with respect to the Services ("**Feedback**"). End User grants PlanSource a worldwide, royalty-free, fully-paid, worldwide, transferable, sublicensable, irrevocable and perpetual license to use and incorporate the Feedback for any purpose, but only to the extent that any such Feedback does not incorporate any of your identifying information.

4.3 End User Data. As between you and PlanSource, you are the sole and exclusive owner of all right, title and interest in and to the End User Data and reserve all right, title and interest in and to the End User Data not expressly granted under the Agreement. You shall retain copies of such End User Data. You grant PlanSource the right to host and process End User Data for providing and improving the Services and to support you under this Agreement. If you choose to use third party systems and applications with the Subscription Services, or you authorize or direct PlanSource to provide or exchange such End User Data to a Provider, you grant PlanSource permission to allow such third-party systems and applications or Provider(s) to access, receive, or exchange such End User Data with such third-party systems and applications or Provider(s), as appropriate. PlanSource will access data or information that constitutes classified information or protected health information ("**PHI**") as defined under the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH**"), and to the extent that you are providing PlanSource with access to PHI, the parties shall process PHI in accordance with PlanSource's [Business Associate Agreement](#), which is incorporated by reference.

4.4 Protection. During the Term, each party shall comply with its respective obligations under applicable data protection and privacy laws, and each party shall maintain a security program that is reasonably designed to protect the security of, and prevent unauthorized access to, Confidential Information and End User Data. Such security program shall include implementation of appropriate administrative, technical, and physical safeguards.

5. BENEFIT SERVICES. Benefit Services shall be outlined in the PlanSource Scope of Services, which shall be incorporated hereto by reference. PlanSource will perform its Services in a professional and workmanlike manner. You will cooperate with PlanSource, as necessary, in the delivery of such Services and make available personnel and information and take other action(s) as PlanSource may reasonably request and require. Any delays or failures resulting from your failure to cooperate will not impose any liability upon PlanSource.

6. TERM AND TERMINATION.

6.1 Term of Agreement. This Agreement commences on the Effective Date and will continue for the period specified in the applicable Order Form ("**Initial Term**"). Unless otherwise agreed, the Agreement will automatically renew for successive renewal terms upon the expiration of the Initial Term and any renewal term thereafter (each a "**Renewal Term**," and collectively with the Initial Term, the "**Term**"). Each Renewal Term will be the same length as the Initial Term unless otherwise specified at the time of renewal.



6.2 Termination. Either party may terminate this Agreement by providing the other party with at least ninety (90) days prior written notice of their intention not to renew the Agreement prior to the end of the applicable Term and such termination will be effective at the end of the then-current Term. This Agreement may be earlier terminated by either party (a) if the other party materially breaches this Agreement and fails to cure such breach within ninety (90) days or after receiving written notice of such breach from the other party, except the cure period for non-payment is ten (10) days; or (b) immediately upon written notice, if you or your Authorized User(s) infringe upon or misappropriate PlanSource's intellectual property rights, or if you become insolvent or cease to operate in the ordinary course, make an assignment for the benefit of creditors, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.

6.3 Effect of Termination. Upon termination of this Agreement, you shall immediately cease use of the Services and will download End User Data prior to such termination. Following termination, PlanSource shall have no obligation with respect to storage of End User Data and may, in its sole discretion, permanently delete End User Data in accordance with its internal policies and procedures. Any termination or expiration shall not relieve you of your obligation to pay all fees outlined in the Order Form(s) ("**Fees**"), and any provisions, which by their express terms survive or by their nature should survive, shall survive any termination of this Agreement.

7. FEES AND TAXES. You will pay all Fees specified in the applicable Order Form(s) and shall provide PlanSource with accurate and complete billing information and payment method. Services purchased under an Order Form are non-cancelable and non-refundable. You may, at any time, purchase additional Services and may be required to execute a new Order Form related to such Services. If you exceed your quantity commitment outlined in the Order Form, additional charges will be applied to such actual use. If you, in good faith, dispute Fees outlined in an invoice, you must notify PlanSource within ninety (90) days from receipt of such invoice; failure to do so will waive your right to dispute such Fees. If any undisputed amount is overdue and you fail to cure such nonpayment, PlanSource may, without limiting its other rights and remedies, suspend the Services. The Fees and all other payments hereunder do not include taxes, duties, tariffs, levies, withholdings and similar assessments of any nature (including without limitation, sales, use, and value-added and withholding taxes), assessable by any jurisdiction whatsoever (collectively, "**Taxes**"), other than taxes based on PlanSource's net income. You are responsible for the payment of all Taxes associated with its purchases hereunder.

8. CONFIDENTIALITY. The Receiving Party will: (i) hold the Disclosing Party's Confidential Information in confidence and use reasonable care to protect the same; (ii) restrict disclosure of such Confidential Information to those employees or agents with a need to know such information and who are under a duty of confidentiality respecting the protection of Confidential Information substantially similar to those of this Agreement; and (iii) use Confidential Information only for the purposes for which it was disclosed. The restrictions will not apply to Confidential Information, to the extent it (a) is (or, through no fault of the Receiving Party, has become) generally available to the public; (b) was lawfully received by the Receiving Party from a third party without such restrictions; (c) was known to the Receiving Party without such restrictions prior to receipt from the Disclosing Party; (d) was independently developed by the Receiving Party without breach of this Agreement or access to or use of the Confidential Information; or (e) disclosure of Confidential Information was approved in writing by the Disclosing Party. The Receiving Party may disclose Confidential Information to the extent the disclosure is required by law, regulation, or judicial order, provided the Receiving Party will provide prompt notice to the Disclosing Party, where permitted, of such order and will take reasonable steps to contest or limit such disclosure.

9. DISCLAIMER.

9.1 ERISA. PlanSource will perform certain Services under this Agreement for you. Such Services will not include or imply any discretionary control or discretionary authority over the management of any employee benefits plans ("Plan(s)"), or any authority or control over management or disposition of any assets of any Plan(s), or any discretionary authority or discretionary responsibility in the administration of any Plan(s). As to any Plan(s), PlanSource is not and will not be deemed to be a "fiduciary", an "administrator" or "plan administrator", or "plan sponsor," as those terms are defined in or referred to in the Employee Retirement Income Security Act of 1974 and



regulations thereunder, as amended (“ERISA”) or other applicable law or regulation. PlanSource has no power to make any decisions about the policy, interpretations, practices or procedures of any Plan(s). You shall have sole responsibility for the Plan(s). PlanSource has no obligation to maintain or provide any Plan(s) documents or related forms, including to any Provider or regulating party, or make any determinations under any such Plan(s) or forms. To the extent the Services require PlanSource to assist you as administrator of a Plan(s), the performance of such Services will consist of only ministerial functions enumerated in U.S. Department of Labor Regulation §2509.75-8, D-2 (including, without limitation, those relating to report preparation required by governmental agencies, employee communications material, recommendations regarding Plan(s) administration and several other ministerial functions). PlanSource will perform the Services within the framework of policies, interpretations, rules, practices, and procedures you or the administrator of the Plan(s) establishes. You or the administrator of the Plan(s) shall review on a continuing basis all Services PlanSource provides and shall be responsible for requesting any modifications to any Services.

9.2 GENERAL. THE SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. PLANSOURCE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, SECURITY, LOSS OR CORRUPTION OF YOUR DATA, QUIET ENJOYMENT, OR ABSENCE OF DEFECT RELATING TO THE SERVICES OR RESULTS OF THE SAME. YOU ASSUME ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES ARE ACCURATE AND SUFFICIENT FOR YOUR PURPOSES AND ASSUME RESPONSIBILITY AND ENSURE MANUAL REVIEW OF ANY OUTPUT RESULTING FROM ANY AI FUNCTIONALITY. PLANSOURCE SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR SYSTEMS, APPLICATIONS, AND PROVIDERS WITH WHICH YOU MAY UTILIZE THE SERVICES.

10. LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE LIABILITY IS BASED. AS YOUR SOLE AND EXCLUSIVE REMEDY, THE MAXIMUM TOTAL LIABILITY OF PLANSOURCE TO YOU WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED IN AGGREGATE, THE TOTAL AMOUNTS PAID TO PLANSOURCE FOR THE SERVICES THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVEN RISE TO THE CLAIM.

11. INDEMNIFICATION. You will indemnify and hold harmless PlanSource and its affiliates, officers, directors, employees, and agents, from and against any claim or liability arising out of or due to: End User Data; your (or your Authorized User’s or End User’s) use of the Services in violation of PlanSource’s or any third party rights, including any intellectual property or privacy rights, or any applicable laws; or your misuse of the Services. PlanSource shall notify you of any claims for which it seeks indemnification. PlanSource shall reasonably cooperate with you, although you shall immediately take control of the defense and investigation of such claim and shall employ counsel approved by PlanSource, such approval not to be unreasonably withheld, to defend the same, at your sole cost and expense. PlanSource’s failure to timely notify you under this Section will not relieve you of your obligations under this Section except to the extent you are materially prejudiced due to such failure. PlanSource may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. You shall not settle any claim without PlanSource’s prior written consent, which shall not be unreasonably withheld.

12. MISCELLANEOUS.

12.1 Counterparts; Modification. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and which, taken together, shall be deemed to constitute the entire Agreement and may be used as evidence of the execution of the Agreement to the same extent as that of an original signature. This Agreement and any Order Form may be modified or amended by a written amendment signed by both parties.



12.2 Relationship. The parties are independent contractors in the performance of the Agreement, and nothing herein will create or imply any partnership, agency, or joint venture. Neither party will have or hold itself out to third parties as having authority to bind or enter into any agreement on the other party's behalf. There are no third-party beneficiaries under this Agreement.

12.3 Choice of Law. The laws of the state of Delaware, without giving effect to its principles of conflicts of law, will govern all disputes arising out of this Agreement. Venue for any claim regarding this Agreement will be exclusively in state or federal court located in New Castle County, Delaware. If for any reason, a court of competent jurisdiction finds any provision or portion of this Agreement to be invalid or unenforceable, the validity or enforceability of the remainder of this Agreement will not in any way be affected or impaired.

12.4 Notices. Any notices or other communications required in this Agreement (aside from billing requests or questions) will be in English and in writing and will be deemed to have been duly given to a party upon receipt, upon receipt, if sent by certified or registered mail, return receipt requested. Notice to PlanSource must be sent to: PlanSource Benefits Administration, Inc., Attn: General Counsel, 122 W. Pine St., Suite 203, Orlando, FL 32801 with a copy sent to: legal@plansource.com. Notice to Customer must be sent to the contact mailing address or email address on the most recent Order Form.

12.5 Force Majeure. Neither party is responsible for nonperformance or delay in performance of its obligations (other than payment of Fees) due to causes, reason, event or circumstances beyond its reasonable control, such as acts of God or nature, strike, blockade, war, act of terrorism, riot, Internet outages, failure of service providers (including cloud service providers), failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency, or any other cause, reason, event or circumstances whether or not similar to those listed in this Section.

12.6 Assignment. This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by either party without the other party's written consent (which shall not be unreasonably withheld); provided, without consent, either party may assign this Agreement to another party in connection with a change of control, acquisition, or sale of all or substantially all of its assets. This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties hereto. Any attempted assignment in violation of this Section is void.

12.7 Severability; Waiver. If any provision is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. The parties may waive a breach of this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. Failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition operates as a waiver or estoppel of any right, remedy or condition.

12.8 Dispute Resolution. Prior to initiating any claim or proceeding under, arising out of, or in connection with the Agreement, the parties will make a good faith effort to resolve the underlying dispute, including by: (a) elevating the issue to management of each party within twenty (20) business days; and (b) reasonably sharing relevant documents, records and other materials, as reasonably requested, in connection with the dispute. You agree that regardless of any statute or law to the contrary, any claim arising out of, related to or connected with the use of the Services must be filed within one year after such claim arose.

12.9 Entire Agreement. This PlanSource Services Agreement, the Order Form(s), Product-Specific Terms, and any agreement incorporated herein by reference constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings or agreements between the parties with respect to such subject matter. Any terms contained in any other documentation provided by you to PlanSource are void and will not become part of the Agreement or bind the parties. There are no representations, agreements, arrangements, or understandings between the parties relating to the subject matter of this Agreement that are not fully expressed herein.



PRODUCT-SPECIFIC TERMS

If there is a conflict between these Product-Specific Terms and the PlanSource Services Agreement, these Terms will control solely with regard to the specific Services.

Enhanced Services. You, your Authorized Users, and your End Users may use various PlanSource features that leverage generative and agentic AI to enhance the performance and efficiency of the Services. PlanSource shall ensure that AI features used in connection with the Services comply with applicable federal and state laws and regulations, but not limited to HIPAA and ERISA. Due to the nature of machine learning and technology powering generative AI, outputs may not be unique to you. You are responsible for your use of any output generated by the generative AI functionality, including evaluating the accuracy of such output.

NACHA. The parties agree that they (i) will comply with applicable NACHA Operating Rules and Guidelines (“NACHA Rules”) as such rules may be revised from time to time, including without limitation all applicable NACHA Rules related to agreements with, and obligations regarding, Originators of ACH Entries (as those terms are defined in the NACHA Rules), and (ii) will provide the other party with reasonable assistance as may be required to comply with applicable NACHA Rules. If Customer makes any payments under the Agreement by electronic funds transfers through the Automated Clearing House network (ACH), Customer authorizes PlanSource to (i) initiate debit entries to the account at the depository financial institution identified by Customer; and (ii) debit Customer’s account in such amounts and times to pay PlanSource for fees associated with the Services. This authorization will remain in full force and effect until PlanSource receives written notice from you of your intent to terminate the Agreement. PlanSource will charge a fee of at least \$35.00 for each non-sufficient funds transaction. The ACH network is controlled and managed by the National Automated Clearinghouse Association (“NACHA”) and its member organizations. Where submitting charges over the ACH network, End User must comply with the Terms and Conditions for Recurring Electronic Funds (“EFT”), the NACHA Operating Rules, as amended from time to time (the “NACHA Rules”), the PlanSource Recurring Electronic Funds Transfer (EFT) Client Authorization Agreement (“EFT Agreement”), and any additional ACH authorization or electronic funds transfer agreements provided to End User.

PLANSOURCE ORDER FORM #Q-90836

Offer valid until: February 28, 2026

BILLING INFORMATION

| | | | |
|--|--|---|--|
| Customer Name: | THE CITY OF EVERETT | | |
| Customer Contact Name and Email: | Chelsi Bardwell cbardwell@everettwa.gov | Customer Address: | 2930 Wetmore Avenue Everett, Washington 98201 |
| Billing Contact Name and Email, if different from above: | Ana Mechler amechler@everettwa.gov | Billing Address, if different from above: | |
| | | Payment Terms: | Net 30 |

Recurring Services

| | | | |
|---------------------------|--------------|-------------------------|-----------|
| Target Go-Live** Date: | June 1, 2026 | Services Term Length: | 36 Months |
| Start Services Term Date: | June 1, 2026 | End Services Term Date: | 5/31/2029 |

*PlanSource utilizes ACH for payment processing.
 **Intended launch of the Services to Customer's participants.

RECURRING SERVICES

| Recurring Services | Basis | Billing Frequency | Quantity | Min. Quantity | Price per Basis |
|---|-----------------------------|-------------------|----------|---------------|-----------------|
| Benefits Platform Subscription Fees | Benefits Eligible Employees | Monthly | 1,200 | 1,200 | USD 3.25 |
| Benefits Platform Monthly Subscription Fees for Benefits-Ineligible Employees | Ineligible employees | Monthly | 1 | 0 | USD 0.25 |
| ACA Measurement & Reporting | Per Employee | Monthly | 1,200 | 1,200 | USD 0.50 |

OTHER SERVICES

| Other Services | Basis | Billing Frequency | Quantity | Price per Basis |
|-----------------|-----------------|-------------------|----------|-----------------|
| Implementation | Flat Fee | One-Time | 1 | USD 15,000.00 |
| ACA Fulfillment | Per mailed form | | 1 | USD 2.50 |

Other Charges: Customer agrees to pay PlanSource fees for its use of the Services above based upon the outlined price per Unit, subject to the Minimum Quantity above. For any Services performed that are not outlined in this Order Form, additional fees will apply.

As of the latest signature date below ("Order Form Effective Date"), this Order Form is made by and between PlanSource Benefits Administration, Inc. ("PlanSource") and Customer. The term of this Order Form shall commence on the Order Form Effective Date and will end on the End of Services Term Date ("Term"). Subject to the terms and conditions in this Order Form and the Agreement, PlanSource will provide the above-mentioned Services to the Customer pursuant to the [PlanSource Service Agreement](#) (the "Agreement"). Capitalized terms not defined herein shall have the same meaning as detailed under the Agreement.

Customer agrees that billing will commence upon the receipt of an invoice. This Order Form is not cancellable. The Fees set forth herein are in USD, not refundable, and are exclusive of all applicable taxes, levies, duties, VAT, or GST unless otherwise agreed. Taxes may be outlined in the invoice, and the Customer will increase the amount payable to PlanSource by the amount of such taxes so that PlanSource receives the full amount of all fees and expenses. Taxes will apply unless Customer provides PlanSource with a valid tax exemption certificate.

If an invoiced amount is not received by PlanSource by the due date, then without limiting PlanSource's other rights or remedies, overdue charges will accrue late interest at the rate of 1.5% of the outstanding balance per month or the maximum rate permitted by law, whichever is greater. For the Initial Term, Fees shall remain fixed. If at any point during the Term, Customer no longer qualifies for a PlanSource discount, the Fees will increase appropriately.

In the event of a conflict between the terms of the Agreement and this Order Form, the terms of this Order Form shall control. By signing below, each party acknowledges that it has carefully read and fully understood this Order Form and have caused this Order Form to be executed by their respective duly authorized representatives as of the Order Form Effective Date.

PLANSOURCE BENEFITS ADMINISTRATION, INC.

Signature: Greg Mercer

Name (Print): Greg Mercer

Title: Chief Growth Officer

Date: 02/13/2026


THE CITY OF EVERETT


Signature: 

Name (Print): Cassie Franklin

Title: Mayor

Date: 02/14/2026

 Approved – Marista Jorve
Office of the City Clerk

 APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

**ADDENDUM
(WASHINGTON STATE TRANSPARENCY LAWS)**



| | |
|------------|--|
| Vendor: | PlanSource Benefits Administration, Inc. |
| Agreement: | PlanSource Service(s) Agreement |

The City of Everett and the above Vendor are parties to the above Agreement. Regardless of anything to the contrary in the Agreement, Vendor agrees as follows:

1. The Agreement does not require the City to keep confidential or otherwise refrain from disclosing anything that is determined by the Office of the City Clerk or by the Office of the City Attorney to be subject to disclosure under the Washington Public Records Act, chapter 42.56 RCW. The Agreement does not require the City to give notice(s) to Vendor regarding such disclosure(s) or require the City to advocate in any forum that any record is confidential or that any record is not subject to disclosure under the Washington Public Records Act, chapter 42.56 RCW.
2. The Agreement does not require the City to destroy or return anything that is subject to retention requirements established by the Washington Secretary of State or established by applicable law.
3. The Agreement does not require the City to have any City employee sign any agreement regarding confidentiality.
4. The Agreement itself (and its related amendments, purchase orders, scopes of work, service orders or similar documents stating work to be done for the City or stating pricing for the City) are never confidential and may at any time without notice be posted to the City's public website or otherwise disclosed.

The law of the State of Washington exclusively governs this Addendum and all matters under the Agreement regarding confidentiality and exclusive venue for all disputes regarding the same is the Superior Court of Washington in Snohomish County. Signature on this Addendum is with AdobeSign, which is fully binding.

VENDOR:

By: Greg Mercer

Printed Name: Greg Mercer

Title: Chief Growth












PlanSource Services Agreement_01.21.26_SD

Final Audit Report

2026-02-17


| | |
|-----------------|--|
| Created: | 2026-02-11 |
| By: | Marista Jorve (mjorve@everettwa.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAfe9wDwRw2Ebs4Jdwbc1_qN0HotVTyytO |

"PlanSource Services Agreement_01.21.26_SD" History


-  Document created by Marista Jorve (mjorve@everettwa.gov)
2026-02-11 - 0:11:03 AM GMT
-  Document emailed to Chelsi Bardwell (CBardwell@everettwa.gov) for approval
2026-02-11 - 0:12:04 AM GMT
-  Email viewed by Chelsi Bardwell (CBardwell@everettwa.gov)
2026-02-11 - 0:27:23 AM GMT
-  Document approval delegated to legal@plansource.com by Chelsi Bardwell (CBardwell@everettwa.gov)
2026-02-11 - 5:20:27 PM GMT
-  Document emailed to legal@plansource.com for approval
2026-02-11 - 5:20:27 PM GMT
-  Email viewed by legal@plansource.com
2026-02-11 - 5:27:36 PM GMT
-  Signer legal@plansource.com entered name at signing as PlanSource Legal Department
2026-02-11 - 5:35:07 PM GMT
-  Document approved by PlanSource Legal Department (legal@plansource.com)
Approval Date: 2026-02-11 - 5:35:10 PM GMT - Time Source: server
-  Document emailed to greg.mercer@plansource.com for signature
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