

HR Compliance Services Terms and Conditions

Last updated June 15, 2023

These Human Resources (“HR”) Compliance Services Terms (these “HR Terms”), together with the Terms of Service Agreement available at <https://asuresoftware.com/terms> (the “Universal Terms” and, together with these HR Terms, the “HR Agreement”), set forth the terms and conditions under which the applicable subsidiary of Provider Operations Inc. set forth on the applicable Order Form (“Provider”) agrees to provide to User certain human resources (“HR”) services and other related services as set forth on the applicable Order Form (the “HR Services”).

These HR Terms are “Service Terms” under the Universal Terms. Capitalized terms used but not otherwise defined in these HR Terms shall have the meanings ascribed to such terms in the Universal Terms. The HR Agreement is a legally binding agreement between User and Provider. User is encouraged to read the HR Agreement carefully and to save a copy of it for User’s records. If User is agreeing to these HR Terms on behalf of a business or an individual other than User, User represents and warrants that User has authority to bind that business or other individual to the HR Agreement, and User’s agreement to these terms will also be treated as the agreement of such business or individual. In that event, “User” (as defined in the Universal Terms) also refers to that business or individual. By (i) executing the applicable Order Form for HR Services, or (ii) accessing or using the HR Services, User accepts the HR Agreement, and User agrees, effective as of the date of such action, to be bound by the HR Agreement.

1. HR Terms Governed by Universal Terms.

The terms and conditions of the Universal Terms agreed to in connection with the execution of the Order Form, including but not limited to all representations, warranties, covenants, disclaimers, limitations on liability, agreements, and indemnities relating to the Services, are incorporated herein by reference, and User acknowledges and agrees that the representations, warranties, covenants, disclaimers, limitations on liability, agreements, and indemnities contained in the Universal Terms shall remain in full force and effect to the full extent provided therein.

If the terms and conditions of these HR Terms conflict with the terms and conditions of the Universal Terms or any other Service Terms, the terms and conditions of these HR Terms shall control with respect to the provision of the HR Services.

THE UNIVERSAL TERMS, AVAILABLE AT WWW.ASURESFTWARE.COM/TERMS, CONTAIN IMPORTANT INFORMATION REGARDING LIMITATIONS OF PROVIDER’S LIABILITY, PROVIDER’S WARRANTY DISCLAIMERS, USER’S INDEMNIFICATION OBLIGATIONS, USER’S DUTY TO MITIGATE DAMAGES, THE LAW GOVERNING THE HR AGREEMENT, AND DISPUTE RESOLUTION PROCEDURES THEREUNDER.

2. HR Services.

This Section sets forth descriptions of all of the HR Services provided by Provider. The specific HR Service(s) that are being provided to User are set forth in the applicable Order Form, along with any fees associated therewith.

- **Level 1 HR:** Provider’s human resource professionals are made available via telephone and email to consult on various human resource matters, including but not limited to, employee conflicts,

employee performance, and employee terminations. At User's request, Provider will provide the following services:

- Creation/Development of Company Handbook: Create or review one single-state Company Handbook per calendar year. If User has employees in more than one state, Provider will, for an additional fee as determined by Provider, periodically create or review state addendums, and if requested by User provide annual regulatory updates.
- HR Policies and Procedures: Advise on employee relations issues as well as local, state and federal policies and procedures.
- Labor Law Poster: One physical poster provided, Spanish is available upon request. To include federal, state, and municipal posting requirements. Additional state posters and electronic posters available at an additional cost.
- HR Compliance-Library: Access to an online system comprised of various HR templates and short training videos.
- **Level 2 HR:** In addition to all services provided by "Level 1 HR" above, Provider will provide, on an annual basis, up to 6 projects and/or virtual trainings from the list under the headers "Project" and "Virtual Training" below and a dedicated, certified HR professional to meet with the client monthly to review HR needs.
- **Level 3 HR:** In addition to all services provided by "Level 1 HR" above, Provider will provide the following services:
 - Weekly meetings with a dedicated, certified HR professional who can conduct an HR Assessment Meeting: The owners and/or managers of User's business will meet with Provider's senior HR consultants to assess the business and the current HR policies and procedures. Provider will then develop a plan regarding the projects and/or virtual trainings needed to improve User's HR functions.
 - Up to 8-10 projects, to be performed annually, from the list under the header "Project".
 - Up to 6 virtual trainings, to be performed annually, from the list under the header "Virtual Training" below.
 - Ability to not only have managers/supervisors call the Asure HR team but employees as well.
- **HRIS:** Provider's HRIS professionals are made available via telephone and email to consult on various HRIS matters, including but not limited to, the following services:
 - Background Check/Drug Screening: Set up new hires for background checks in third party system, review results and confer with User for next steps.
 - New Hire On-Boarding: Launch and deliver all paperwork needed for new hires and ensure the completion of such paperwork.
 - Complete employee profile within User's software which may include setting up new codes.
 - Compliance reporting.
 - Off-boarding employees within the User system, including termination of benefits and pay information.
 - Gathering info from payroll/benefits regarding final pay deductions.
 - Maintain electronic employment files within User's HRIS for the following documents: offer letters, W-4s, copies of background checks and drug screens, handbook acknowledgements, confidentiality agreements, disciplinary forms, and other required new hire paperwork and to performance management, annual reviews, compensation memos and mid-year policy acknowledgements or miscellaneous agreements.
 - Maintain HRIS for Employer Information Reports ("EEO-1") for User's with 100 or more employees.

- **Workplace Training:** Provider will provide the following online e-training modules to the applicable User designated supervisors and employees, with individual access links and completion tracking:
 - Harassment/Retaliation/Discrimination Prevention
 - Diversity/Bias/Inclusion
 - Ethics and Code of Conduct
 - Workplace Violence Awareness & Prevention
 - Remote Workforce Communication and Best Practices
- **Project:**
 - Job Descriptions. Asure will work with the applicable Client Customer's supervisors to update current job descriptions and create up to 8 job descriptions for new positions, so the description accurately and adequately notes applicable job functions and requirements.
 - Compensation Review. Asure will compare the applicable Client Customer's wage and salary levels to market based on published surveys and will report the results of that comparison with our recommendations for change.
 - Wage and Hour Administration. Asure will audit the applicable Client Customer's pay practices to assist the applicable Client Customer in meeting minimum wage and overtime requirements. In addition, Asure will review the applicable Client Customer's classifications for exempt and non-exempt employees and make recommendations if changes are necessary.
 - Employee Attitude Surveys. Asure will design a web-based employee attitude survey that elicits responses to specific areas and issues.
 - Onboarding Process Development. Asure will help design an onboarding program that represents the professional image that the applicable Client Customer is trying to project.
 - Performance Review Process. Asure will help establish a formal Performance Review Program and process that reflects the applicable Client Customer's values, goals, and performance standards.
 - Recruitment Process. Hiring new employees is difficult and time consuming. Asure will help the applicable Client Customer develop a written Recruitment Plan that will increase applicant flow, improve screening, and greatly enhance your ability to fill job openings with quality and competent employees.
 - Employee Disciplinary Policy and Procedure. Asure will assist with discipline/performance issues to ensure that they are addressed in a timely manner with open communication between the manager and employee.
 - Completing an EEO-1 report.
 - Employee investigations.
 - Additional Fee Based Projects: Affirmative Action Plans and/or Employee Handbook Creation.
- **Virtual Training:** Asure offers a variety of training to help build manager's skill sets and increase awareness about important HR topics which can help reduce risk and liability. Examples of virtual trainings are:
 - Discrimination & Harassment Prevention
 - Effective Interviewing
 - Documenting Progressive Discipline
 - Conducting Performance
 - Building Supervisory Skills Review
 - HR 101

3. **Use of the Services.**

Provider will provide the HR Services both virtually and remotely and will not be required to provide the HR Services at the business locations of the User.

4. **User Acknowledgements.**

User acknowledges that human resources laws, regulations, and circumstances change rapidly, and that the HR Services are based on information available at the time of the User's and/or its customer's request. To ensure that Provider is providing the most up to date and current information available, it is each User's obligation to actively engage in any ongoing projects and respond to requests for information or feedback within a reasonable time. If a User does not respond to a request for additional information, or does not provide any written questions, feedback, or requests for modification of any written materials provided by Provider within 14 days, Provider is authorized to designate the request as complete. Any additional work or modifications thereafter will require additional research and updates, will be deemed a new request, and may cause User to incur additional fees.

User acknowledges that any information provided by Provider through the HR Services is intended for User's general use, does not constitute legal advice, and should only be used as a starting point. To the extent legal advice is required, User should consult with an attorney. User is ultimately responsible for its compliance with all federal, state, and local laws, and any citations, fines, penalties, or costs associated with noncompliance. Provider encourages Users to consult with attorneys or HR professionals in their jurisdiction with regards to employment or HR issues or questions specific to their organization and/or circumstances. Provider neither controls nor takes responsibility for any decisions made by User or User's organization as to hiring, employment, advancement, termination, or compensation of any employee or contractor.

5. **Optional Services.**

At the request of User, Provider may, from time to time, perform work outside of the scope defined in the Order Form. This may cause an additional fee to be paid by the User to Provider, with the amount to be agreed upon by User and Provider. Provider agrees not to perform additional work or engage any consultants without first obtaining the approval of User.

6. **Employment Relationship.**

Provider acknowledges and agrees that its authority is limited to the rendering of human resources consulting and making of suggestions to User and following User's directives, and Provider disclaims any rights to exercise greater authority and control.

7. **Disclaimer of Employment of User's Employees.**

No person employed by User will be an employee of Provider, and Provider will have no liability for payment of their wages, payroll taxes, or other expenses of employment, for which User or the applicable User is solely responsible.

8. **Disclaimer of Intent to Become Partners.**

Provider is an independent contractor and shall at no time have the power to bind User or to create any rights in favor of any person which User has not previously authorized in writing, and the relationship under the HR Agreement shall not create any form of legal association between Provider and User which would impose liability upon the other.