



HRconnection<sup>®</sup>

Employee Portal

April 12th, 2017

Diana Reed  
Town of Elsmere  
11 Poplar Ave.  
Elsmere, DE 19805

Re: HRconnection®

Dear Diana Reed:

Thank you for your interest in HRconnection. IFS Benefits, LLC agrees to do all of the following:

- Provide access to HRconnection (HRc).
- Provide Town of Elsmere with HRc training in order to begin accessing the site and loading company information.
- Assist Town of Elsmere with obtaining employee benefit and human resource related information to load onto HRc for plans that IFS Benefits manages.

In exchange, IFS Benefits, LLC asks that Town of Elsmere agree to do all of the following:

- Pay IFS Benefits, LLC an install fee of \$250, nonrefundable after 60 days
- Enter employee benefit and human resource related information into HRc.
- Encourage all existing and new employees to use HRc to access their employee benefit and human resource related information.
- Agree to the terms of the attached End-User Agreement and any applicable amendments.
- Pay an annual renewal maintenance fee of \$250, billable at the annual anniversary date of this acceptance and due by your benefit renewal date, currently July 1st.  
*(Renewal fee subject to change in future years)*

The initial term of this agreement shall be one year, beginning on the date of acceptance. Thereafter, this agreement shall be automatically renewed annually for an additional twelve-month period unless terminated by either party by giving at least 60 days written notice.

Again, thank you for your interest in HRconnection.

Please sign and return one copy to IFS Benefits, LLC.

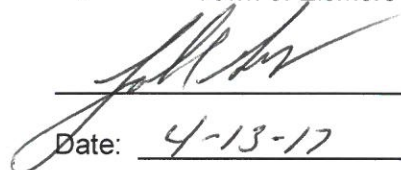
Sincerely,

*Steve Blewitt*

Steve Blewitt  
IFS Benefits, LLC

Cc: Colleen Latch, Kelly McCreary

Agreed: Town of Elsmere

  
Date: 4-13-17

# **Exhibit A: HRconnection End-user Agreement**

## **1. General**

**1.1 Relationship.** This End-user Agreement ("EUA") is a legal agreement between you and Zywave, Inc. for the contents and information appearing on this website and all websites operated by Zywave, Inc. ("Zywave") that you access or use. Your use of this website constitutes acceptance of the terms and conditions contained within this EUA.

**1.2 Usage.** This EUA governs your use of this website and all websites operated by Zywave (the "Website"). Additional terms and conditions of use applicable to specific areas of the Website may also be posted in such areas and, together with this EUA, govern your use of those areas. This EUA, together with any such additional terms and conditions, are referred to as this "Agreement." Zywave reserves the right to terminate access for failure to comply with this EUA.

**1.3 Revisions.** Zywave reserves the right, in its sole discretion, to change or modify all or any part of this Agreement at any time, effective immediately upon publication of revised terms to the Website and your subsequent access or use of the Website. Your continued use of the Website constitutes your binding acceptance of these terms and conditions, including any changes or modifications made by Zywave as permitted above. If at any time the terms and conditions of this Agreement are no longer acceptable to you, you agree to immediately cease all use of the Website.

## **2. Use of Content**

**2.1 No Transfer of Rights or Ownership.** Nothing contained in this Agreement shall confer upon a user any right, title, or interest in, or license to any software, written materials or intellectual property owned by Zywave or included on the Website.

**2.2 Acknowledgment of Intellectual Property Rights.** You acknowledge that the Website contains information, software, photographs, audio and video clips, graphics, links and other material (collectively, the "Content") that are protected by copyright, trademark or other proprietary rights of Zywave or third parties. You agree to comply with any guidelines or restrictions contained in any Content available on or accessed through the Website.

**2.3 Use of Information.** While the Website is designed and intended to provide accurate and authoritative information regarding the subject matters covered, the information is provided to you based on your agreement and understanding that Zywave is not engaged in providing legal, accounting, or other professional services to you. Assistance of legal counsel or other appropriate experts should be sought when applying the law, rules, or regulations to a particular set of facts or circumstances.

**2.4 Limitations of Use.** You may not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part, except as expressly permitted in this Agreement or as expressly authorized in a specific area of the Website. Content consisting of downloadable software may not be reverse engineered unless specifically authorized by the owner of the software. Subject to the restrictions set forth in this Agreement, you may post on the Website any Content owned by you (such as your original statements), Content for which you have received express permission from the owner to post, and Content in the public domain. You assume all risk and responsibility for determining whether any Content is in the public domain or is permitted to be posted by the owner of the Content.

## **3. Rules of Conduct**

**3.1 Nature of Postings.** You agree not to post on the Website any Content which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening, (b) contains viruses or other contaminating or destructive features, (c) violates the rights of others, such as Content which infringes on any copyright, trademark, patent, trade secret or violates any right of privacy or publicity, or (d) otherwise violates any applicable law (including, without limitation, the laws and regulations governing export control, unfair competition, antidiscrimination, or false advertising). You agree not to post on the Website any links to any external Internet sites that are obscene, pornographic, or otherwise inappropriate in the sole discretion of Zywave. You agree not to use the Website to solicit users to join competitive services.

**3.2 Passwords.** You agree to ensure the confidentiality and appropriately authorized use of all passwords assigned to you for use in accessing the Website. You agree to be responsible for any use or misuse of your username and/or password and to promptly notify Zywave of any breach of password security or the use or possession of your username and/or password by unauthorized individuals.

#### **4. Managing Content**

**4.1 No Review.** Zywave does not and cannot review the Content posted by users on the Website and is not responsible for such Content and you agree that Zywave will have no liability to you with respect to any Content posted on the Website. However, Zywave reserves the right to delete, move or edit any Content that it may determine, in its sole discretion, violates this Agreement or is otherwise inappropriate for posting. You agree to remain solely responsible for all Content posted by you. Zywave shall have the right, but not the obligation, to correct any errors or omissions in any Content, as it may determine in its sole discretion, and may edit the Content posted to the Website in its sole discretion.

**4.2 Copyright Infringement.** If you believe that your copyright-protected work has been copied and posted on the Site in a way that constitutes copyright infringement, then please contact Zywave's DMCA Agent with the following information (please consult your attorney to better understand your rights and obligations under Section 512(c) of the Copyright Act and other laws):

1. Reasonably sufficient details to enable us to identify the work claimed to be infringed or, if multiple works are claimed to be infringed, a representative list of such works (for example: title, author, any registration or tracking number, URL);
2. Reasonably sufficient detail to enable us to identify and locate the material that is claimed to be infringing (for example a link to the page that contains the material);
3. Your contact information so that we can contact you (for example, your address, telephone number, email address);
4. A statement that you have a good faith belief that the use of the material identified in sub-section ii above is not authorized by the copyright owner, its agent, or the law;
5. A written statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is alleged to be infringed.
6. Your physical or electronic signature.

Please send this written notice to our designated agent as follow:

DMCA Agent - Legal  
Zywave, Inc.  
10700 W. Research Drive, Suite 400  
Milwaukee, WI 53226.  
Email: [support@zywave.com](mailto:support@zywave.com)

**4.3 Counter-notification.** If material that you have posted to the Site has been taken down, you may file a counter-notification that contains the following details:

1. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
2. A statement, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material in question;
3. Your name, address and telephone number;
4. A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located or, if your address is outside of the USA, for any judicial district in which Zywave, may be found and that you will accept service of process from the person who

submitted a notice in compliance with the section (c)(1)(C) of the DMCA, as generally described above;

5. Your physical or electronic signature.

Please send this written notice to our designated agent as follow:

DMCA Agent - Legal Dept.  
Zywave, Inc.  
10700 W. Research Drive, Suite 400  
Milwaukee, WI 53226.  
Email: [support@zywave.com](mailto:support@zywave.com)

**4.4 Penalties.** Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing, or that the material or activity was removed or disabled by mistake may be subject to liability. Please also be advised that we enforce a policy of terminating the accounts of repeat infringers. A repeat infringer includes any user who has made two or more postings for which we receive a notice of infringement under this DMCA Notice and Takedown Procedure.

## 5. Permitted Uses of Health or Personal Information

The Website and/or its related tools or reports may contain or use health or personal information that is protected by federal privacy laws. This information may also be protected by state law. Zywave's policy governing permitted uses of information provided through the Website and/or related tools or reports is intended to comply, and to permit you to comply, with the restrictions imposed by federal privacy laws. Zywave intends that this information will not be used by a plan sponsor or other party in making employment-related actions or decisions and that you will not attempt to combine this information with any other information from any other source in an effort to identify a specific individual. You agree that Zywave is not responsible for ensuring your compliance with any such obligations or restrictions imposed on you by such federal privacy law.

## 6. Mailing List

You agree and acknowledge that you will be added to the Zywave mailing list. You have the right to opt-out of receiving mailings from Zywave.

## 7. Locally Installed Applications and System Configuration

**7.1 Locally Installed Applications.** User is solely responsible for the decision to download any selected applications and for their function in the local environment. Zywave may provide limited trouble-shooting support from time to time. Locally installed applications which you use may automatically download and install updates from time to time from Zywave. These updates are designed to improve, enhance and further develop the applications and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates from Zywave.

**7.2 System Configuration and Requirements.** User is solely responsible for ensuring that User's computer and systems meet the minimum system requirements as stipulated by Zywave from time to time.

## 8. No Endorsement

Zywave does not represent or endorse the accuracy or reliability of any Content posted in the Website and you acknowledge that any reliance upon such Content shall be at your sole risk. You agree to carefully evaluate and review any Content prior to using or relying upon it. The Website may contain links to sites on the Internet which are operated by third parties (the "External Sites"). You acknowledge that Zywave is not responsible for the availability of, or the content located on or through, any External Site. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or the content located on such External Sites.

## 9. Indemnity

You agree to indemnify, defend and hold Zywave and its respective officers, directors, owners, agents, information providers and licensors (collectively, the "Zywave Parties") harmless from and against any and all demands, claims, liability, losses, costs and expenses (including attorneys' fees) incurred by any Zywave

Party in connection with any use or alleged use of the Website under your password by any person, whether or not authorized by you, including the posting of Content to the Website. Zywave reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Zywave's defense of such claim.

## **10. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

**10.1 DISCLAIMER OF WARRANTIES.** Neither Zywave nor any provider of third-party Content or their respective agents warrants that the service will be uninterrupted, accurate, reliable, or error-free; nor does Zywave, any third-party Content provider, or their respective agents make any warranty as to the results to be obtained from use of the Website or the Content. The Website and the Content are distributed on an "as-is, as available" basis. Neither Zywave nor any of its third-party Content providers or their respective agents make any warranties of any kind, either express or implied, including, without limitation, warranties of title or implied warranties of merchantability, fitness for a particular purpose or non-infringement, with respect to the Website, any Content or any products or services provided through the Website. Neither Zywave nor any third-party Content provider warrants that any files available for downloading through the Website will be free of viruses or similar contamination or destructive features. You expressly agree that the entire risk as to the quality and performance of the Website and the accuracy or completeness of the content is assumed solely by you.

**10.2 LIMITATION OF LIABILITY.** Neither Zywave, any third-party Content provider nor their respective agents shall be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of or inability to use the Website, even if such party has been advised of the possibility of such damages.

**10.3 STATE LAW.** Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such states, the liability of Zywave, third-party Content providers and their respective agents shall be limited to the greatest extent permitted by law.

**10.4 EXTERNAL LINKS.** Certain links available on the website will let you leave Zywave's site. The linked sites are not under the control of Zywave and Zywave is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. Zywave is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Zywave of the site.

## **11. Miscellaneous**

This Agreement shall be construed in accordance with the laws of the State of Wisconsin, and the parties irrevocably consent to exclusively bring any action to enforce this Agreement in the federal or state courts governing Milwaukee County, Wisconsin. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. If any inconsistency exists between the terms of this Agreement and any additional terms and conditions posted on the Website, such terms shall be interpreted as to eliminate any inconsistency, if possible, and otherwise, the additional terms and conditions shall control.

## **12. Suspension of Services**

Zywave reserves the right to suspend or terminate this Agreement and your access if the account associated with payment for your access falls into arrears.