



YOUR SUBSCRIBER WARRANTY!

and User Terms and Conditions

Subscriber:	
Product - Plan Type:	
CIDN:	
Document Warranty	\$1,000,000 Governmental Penalty Protection – As Described Below
Audit Warranty	Legal Services for Governmental Audit of Plan – As Described Below

Introduction: This Subscriber Warranty and User Terms and Conditions ("Warranty") is a legal agreement between your business as the "Subscriber" (as identified above) regarding the Product-Plan Type that you have subscribed to (identified above), and EZ ERISA, LLC (referred to in this Warranty as "EZ ERISAPlan"). By any use of the EZ ERISAPlan Website that is subject to an active subscription, the Subscriber is given a Warranty as stated herein.

Section 1 EZ ERISAPlan Product and License

1.1 Product – Plan Type. The Subscriber is authorized to Use the EZ ERISAPlan Website for the Product for the Subscriber's Use and deployment to aid in the Subscriber's compliance. The Subscriber and its Authorized Users with an active subscription, can access the Subscriber's Product any time on the Website, and can update the Product information at any time. This Warranty covers only the Product listed above and not any other Product. The EZ ERISAPlan Product-Plan Type listed above is also referred to in this Warranty as the "Product."

1.2 Authorized Users. One of the best features of EZ ERISAPlan is that the Subscriber is absolutely authorized to permit other users to help the Subscriber compile the compliance documents and forms provided on the EZ ERISAPlan Website. The Subscriber is fully authorized to give its access codes and information to any of its Authorized Users for this purpose. This authorization includes any internal staff or employees of the Subscriber, and also specifically includes any insurance brokers, consultants, advisors, human resource consultants, accountants or accounting firms, attorneys or law firms, and any other person or entity that the Subscriber wants to authorize to assist it with EZ ERISAPlan. The Subscriber will provide information on Authorized Users to EZ ERISAPlan and should be sure to provide its access information only to Authorized Users. As stated below, the Warranty applies when EZ ERISAPlan is accessed and used for a Subscriber by its Authorized Users and the term "Subscriber" includes the Authorized Users, unless otherwise specified.

1.3 Subscriber Responsibilities. The Subscriber Responsibilities are simple. Subscribers must use the EZ ERISAPlan Website in good faith, pay the subscription price, and adhere to the responsibilities in this Warranty. The Subscriber must pay for the subscription and if the Subscriber wishes to maintain this Warranty, the Subscriber must have an active paid subscription. The subscription terminates when it lapses after the term ends as stated in this Warranty. The Subscriber should also make reasonable efforts to comply with all laws that apply to it, understand the scope of the EZ ERISAPlan documentation and compliance services, consult with its insurance brokers and advisors and its attorneys, accountants and other professionals with respect to its compliance and benefit provision needs. Each Subscription is identified by a unique Customer Identification Number ("CIDN") and each document is identified with its CIDN to identify the Subscription. This helps EZ ERISAPlan monitor Use and prevent unlawful use.

1.4 Restrictions. The Product covered by this Warranty is only that Product stated above. It does not extend to anything beyond what is provided on the EZ ERISAPlan Website. EZ ERISAPlan does not: control the Subscriber's plans or programs; hold any assets; broker insurance contracts; provide direct employee benefits; provide any day-to-day third party administrative services to operate benefit plans or programs; prepare any tax returns; or address any compliance matters outside the scope of those provided with the EZ ERISAPlan Product and on the Website. In addition, the Warranty does not extend to any intentional act to insert information or data that is reasonably well known as being incorrect. The Warranty does not extend to any document where an "Other" box is completed, unless the information stated in that Other is approved by EZERISAPlan, in advance, and in writing.

Section 2 Subscription Payment and Pricing

Subscribers or a Partner pays (or arranges to pay) the subscription price online at the EZ ERISAPlan Website. A Partner may pay, or make arrangements to pay for subscriptions. Subscriptions are subject to any discounts that are by a Partner broker. Subscribers may not share their discounts, without consent of the Partner. Subscriptions may also be discounted for a purchase of more than one EZ ERISAPlan Product. Subscriptions are available for a duration of one (1) year, or pro-rated as stated in Section 5 below. Subscriptions may be automatically renewed, but such renewal is the responsibility of the subscriber. A subscription must be active for the Warranty to apply.

Section 3 Copyright, Title, No Sale, and Subscriber "Use"

3.1 Ownership Rights. The Subscriber only has rights to Use the documents and materials produced under this Warranty as provided in this Section 3. Subscriber acknowledges and agrees that the EZ ERISAPlan

Products, including the proprietary processes and protocols to implement the Products, constitutes valuable property of EZ ERISAPlan, and also includes certain trade secrets. Subscriber further acknowledges and agrees that EZ ERISAPlan affiliates and/or its licensors (as applicable) own all right, title, and interest in and to the EZ ERISAPlan Products including, without limitation, all copies, extracts, and associated media thereof, all concepts, logic, protocols, and specifications related thereto, and all images, "applets," photographs, animations, video, audio, and/or text incorporated therein, as well as all patents, trademarks, trade names, inventions, copyrights, know-how, trade secrets, and other intellectual and industrial property rights, and any related applications or extensions, relating to the design, manufacture, operation, or service of EZ ERISAPlan and as such, the EZ ERISAPlan Website and Products have been licensed to the Subscriber and not sold to the Subscriber.

3.2 Copyright. Subscriber acknowledges and agrees that the EZ ERISAPlan Website and the EZ ERISAPlan Products produced are protected by United States copyright laws and international treaty provisions. Subscriber must treat the Website and Products like any other copyrighted material except as otherwise permitted in terms Use, as described in this Warranty. Subscriber agrees that it will not knowingly take any action that would cause the EZ ERISAPlan Product to be placed in the public domain. Subscriber may not, and agrees that it will not, transfer, assign, rent, lease, lend, resell, or in any way distribute or transfer any rights in this Warranty or the EZ ERISAPlan Product to any third parties, including by operation of law, without EZ ERISAPlan's prior written approval and subject to written agreement by the recipient to the terms of this Warranty.

3.3 "Use" - Permitted and Authorized. During the Term of a subscription maintained by a Subscriber with respect to the EZ ERISAPlan Product, the Subscriber may access the Website at any time, and may update and modify its Product as it deems fit, anytime. The Subscriber may copy, print, distribute, send electronically, and maintain the Product for its use for purposes of its ERISA plans or programs, or HIPAA or other compliance, and may distribute the Program documents to Subscriber's employees, participants, dependents, former participants, retirees and any person who is to receive a copy of the Product at any time. Any document produced during a period when the Subscriber has an active subscription, may be maintained by the Subscriber and retained permanently. However, the Subscriber may not modify, alter, recreate, reproduce or update the Product, unless the Subscriber has an active subscription.

3.4 CIDN – Use Limitations and No Distribution. Each EZ ERISAPlan Product will be imbedded with a unique identification CIDN number. The CIDN allows EZ ERISAPlan to track its Product and ensure that the Product is only used by the Subscriber. Subscriber will not provide or share the Product with any persons or entities other than permitted as an authorized Use in Section 3.3. The Subscriber (including its agents and Authorized Users) further agree that they will not under any circumstances, reverse engineer, decompile, disassemble, or otherwise attempt to discover, reconstruct, or identify the source code or convert the Product document or any user interface techniques, algorithms, logic, protocols, or specifications included, incorporated, or implemented in the Product or the Website.

3.5 Updates. EZ ERISAPlan will reasonably provide updates and modifications to the Product as it deems appropriate under the circumstances. Such updates are only available to Subscribers with active subscriptions.

Section 4 The Warranty

EZ ERISAPlan provides a comprehensive two-part Warranty to Subscribers to protect the Subscriber. This protection extends to the Subscriber even if the EZ ERISAPlan Product is prepared in whole or in part by an Authorized User. The EZ ERISAPlan Product that the Subscriber creates via the EZ ERISAPlan Website is designed to provide a complete, safe and easy way for the Subscriber (and the Authorized Users) to establish the plan documents and summary plan descriptions, and health information protection related documents to permit it to comply with the requirements of the Employee Retirement Income Security Act of 1974, as amended, the Health Insurance Portability and Accountability Act of 1996, as amended, and various related provisions of the federal Internal Revenue Code of 1986, as amended, and all of the regulations and promulgations issued thereunder. The two-part Warranty includes the Warranty Against Product Penalties and the Audit Legal Services Warranty.

4.1 Warranty Against Product Penalties \$1,000,000! The Product Warranty is as follows:

(a) ***\$1,000,000 Product Document Penalty Protection for Governmental Audit or Inquiry.*** In the event of a governmental audit or inquiry regarding the documents that are the Product subject to this Warranty, and such governmental audit or inquiry results in a penalty to the Subscriber, EZ ERISAPlan warrants and represents that the Product documents, if implemented in good faith by the Subscriber (including the Authorized Users), without any knowledge by the Subscriber that the Product documents are being established or maintained in error, contrary to the Subscriber's plans and programs, or otherwise in an unlawful fashion, EZ ERISAPlan will reimburse the Subscriber for up to \$1,000,000 for such penalty assessed to the Subscriber.

(b) ***Notice and Responsibilities of the Subscriber.*** In order to be sure that EZ ERISAPlan has notice of a matter that may involve this Warranty, the Subscriber must notify EZ ERISAPlan within seven (7) calendar days of the receipt by any Subscriber of any governmental audit or inquiry that could implicate or involve the Warranty. Notice is provided to EZ ERISAPlan as stated in Section 7.3 and is a strict condition precedent to the provision of the Warranty. The Subscriber understands and acknowledges that EZ ERISAPlan is not involved in all aspects of the Subscriber's plans or programs of benefits. As such, EZ ERISAPlan is not responsible for any other failures in this regard, except as specifically stated in this Warranty. For example, EZ ERISAPlan is not responsible for; retirement benefits of any

type; compliance with the terms of the Subscribers insurance contracts or certificates; third party service agreements; any tax filings required including the Annual Return/Report for Employee Benefit Plan; summary annual reports; explanation of benefits; summary of benefit coverage; the actual conduct of the Subscriber with respect to the issuance of any required notices, or reporting and disclosure items; or anything else that is not specifically covered by the Warranty terms stated herein.

4.2 Audit Legal Services – Warranty! The Audit Legal Services Warranty for governmental audits is as follows:

(a) ***We Send An ERISA Attorney - The Legal Services for Governmental Audit Warranty!*** In the event of a governmental audit or inquiry regarding the documents that are the Product subject to this Warranty, including an audit or investigation by the U.S. Department of Labor, the U.S. Department of Health and Human Services, and/or the Internal Revenue Service, regarding the EZ ERISAPlan Product related to the health and welfare benefits of the Subscriber, EZ ERISAPlan warrants and represents that in the event that the Product documents were implemented in good faith by the Subscriber (including the Authorized Users), without any knowledge by the Subscriber that the Product documents are being established or maintained in error, contrary to the Subscribers plans and programs, or otherwise in an unlawful fashion, EZ ERISAPlan will provide to the Subscriber an attorney with experience in ERISA matters and governmental audits to represent the Subscriber for such audit and will pay for all legal fees incurred for the EZERISAPlan selected attorney in connection with such audit or investigation. The attorney provided will be selected by EZ ERISAPlan and all legal fees will be paid by EZ ERISAPlan directly without any need for the Subscriber to pay for and then be reimbursed. Under this Warranty, only EZ ERISAPlan authorized counsel will be approved for and paid under this Warranty. A Subscriber is free to reject this Warranty coverage and select their own counsel. In such case, EZ ERISAPlan is not responsible for any amount under this Warranty, but may at its full discretion, make an accommodation to the Subscriber in this regard. The Subscriber should note that not all attorneys possess the requisite background or experience to handle such matters and this Warranty is designed with this in mind.

(b) ***Notice and Responsibilities of the Subscriber.*** In order to be sure that EZ ERISAPlan has notice of a matter that may involve this Warranty, the Subscriber must notify EZ ERISAPlan within seven (7) calendar days of the receipt by any Subscriber of any governmental audit or inquiry that could implicate or involve the Warranty. Notice is provided to EZ ERISAPlan as stated in Section 7.3 and is a strict condition precedent to the provision of the Warranty. The Subscriber understands and acknowledges that EZ ERISAPlan is not involved in all aspects of the Subscriber's plans or programs of benefits. As such, EZ ERISAPlan is not responsible for any other failures in this regard, except as specifically stated in this Warranty. For example, EZ ERISAPlan is not responsible for; retirement benefits of any type; compliance with the terms of the Subscribers insurance contracts or certificates; third party service agreements; any tax filings required including the Annual Return/Report for Employee Benefit Plan; summary annual reports; explanation of benefits; summary of benefit coverage; the actual conduct of the Subscriber with respect to the issuance of any required notices, or reporting and disclosure items; or anything else that is not specifically covered by the Warranty terms stated herein. In the event that plans or programs that are not subject to EZ ERISAPlan, such as a 401(k) or other retirement plan, are also subject to the governmental audit or investigation, the EZ ERISA Plan selected legal counsel may also represent the Subscriber with respect to such other matter, at the Subscriber's expense. The legal fees related to such other governmental audit or investigation shall be addressed directly between the Subscriber and the EZ ERISAPlan selected attorney or law firm.

Section 5 Term and Termination

5.1 Subscriptions and Terms. Subscription terms are provided on the EZ ERISAPlan Website payment system and are generally for a one (1) year period, except as provided in Section 5.2 below. EZ ERISAPlan will monitor the subscription timing and notify the Subscriber when the subscription may end, so that the Subscriber or Partner may pay for a continued subscription, which is required for this Warranty to apply. Subscriptions that are not renewed on time, or at all, are terminated and the Warranty terminates on the day the subscription ends. If a Partner purchases a subscription for the end user under any arrangement between EZ ERISA Plan and the Partner, all Products on EZ ERISA Plan, must be finalized and a signature obtained for a subscription to be active. All such Product must be reviewed each year and updated for the Warranty to apply. The Warranty does not apply if any government notice of inquiry or audit or exam it is received by the Subscriber when a subscription is not in effect, as determined in the sole discretion of EZ ERISA Plan.

5.2 Partial Years and Prorated Subscriptions. In the event that a Subscriber upgrades a particular subscription, the EZ ERISAPlan Website system may provide pro-rated pricing and/or credits to provide for the upgrade. In such case, some subscriptions may be pro-rated for a partial year. The Partner and/or Subscriber will be provided with this information at the time of the subscription and again, EZ ERISAPlan will notify the Subscriber when such subscription may expire. This Warranty does not apply unless there is a subscription.

5.3 Survival of Terms. Sections 3.1-3.4 and Section 5.03 shall survive the termination of this Warranty, forever. Section 6, 7.1,7.2, 7.3, 7.4 and 7.9 shall survive the termination of this Warranty for the period of the statute of limitations of any matter.

Section 6 Improper Use or Acts While Not a Subscriber

The Subscriber has the right of Use as described and stated in this Warranty. These terms have certain limits and the Subscriber is not permitted to take certain actions if the Subscriber has terminated its subscription. In the event that a Subscriber takes actions or Uses that are not authorized by the license and Use terms and conditions under this Warranty, the Subscriber will have to, and agrees to, indemnify, protect, defend, and hold EZ ERISAPlan harmless from and against any and all claims, losses, and damages, including without limitation, reasonable attorneys' and experts' fees and disbursements which may result from any improper Use, that may be brought by the Subscriber or any third party (including governmental entities) at any time asserted against EZ ERISAPlan for any losses incurred by EZ ERISAPlan or any claims regarding any failures of performance in any form.

Section 7 Miscellaneous Matters

7.1 Entire Agreement and Interpretation. This Warranty constitutes the entire agreement between the Parties hereto, includes all of the terms including the introductory chart and Introduction Section. It is a unilateral contract that supersedes any and all prior or other understandings or agreements. The Warranty terms are interpreted by their plain meaning, subject to the discretionary interpretation by EZ ERISAPlan.

7.2 Amendments. This Warranty is a unilateral contract proffered by EZ ERISAPlan and accepted by the Subscriber. It may be changed and amended at any time by EZ ERISAPlan.

7.3 Notices. If for any reason notice is required under this Warranty, the Subscriber shall issue notice to EZ ERISAPlan at the contact address stated on its Website. Any notice to a Subscriber by EZ ERISAPlan may be made to the Subscriber at any time at the last known address of the Subscriber.

7.4 Choice of Law, Arbitration and Jurisdiction. This Warranty and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the state of Ohio, without regard to applicable conflict of laws principles, to the extent not preempted by federal law. Any claims of any nature or type that arise under this Warranty, are subject to mandatory and binding arbitration in accordance with the Rules of the American Arbitration Association, with such arbitration to be held in Cuyahoga County, Ohio.

7.5 Assignment of Rights. This Warranty may not be assigned without consent of EZ ERISAPlan.

7.6 Independent Business Relationships. Nothing in this Warranty shall be construed to create a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or to create any fiduciary duty owed by one party to another party or any of its affiliates, or to create a relationship of employer and employee between or among the parties.

7.7 No Waiver. Failure or delay to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof and no provision may be waived, except by EZ ERISAPlan, in writing.

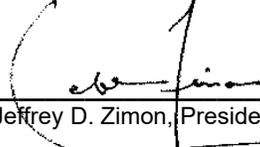
7.8 Equitable Relief. Any improper use or disclosure of the EZ ERISAPlan documents or any violation of this Warranty by a Subscriber could cause EZ ERISAPlan permanent and irreparable harm, the amount of which may be difficult to ascertain. The Subscriber agrees that EZ ERISAPlan has the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Subscriber from any such further disclosure or breach in the event that the Subscriber violates the terms of this Warranty.

7.9 No Third Party Beneficiaries. Nothing in this Warranty shall be considered or construed as conferring any right or benefit on a person not party to this Warranty nor imposing any obligations on either Party hereto to persons not a party to this Warranty.

7.10 Service Limitations. Nothing in this Warranty or by the use of the Subscriber of the EZ ERISAPlan Website tools means that EZ ERISAPlan is providing accounting, legal or other advice. Subscribers are free to and encouraged to consult with such advisors with respect to all aspects of their employee benefit plans and programs.

7.11 Authorized Signature and Representation. This Warranty is executed by EZ ERISAPlan on its behalf and provides a unilateral agreement of Warranty as provided herein.

Authorized, Issued and Agreed to:
EZ ERISA, LLC



Jeffrey D. Zimon, President & CEO