INSIGHTSOFTWARE PROFESSIONAL SERVICES OFFERINGS FOR CERTENT DISCLOSURE MANAGEMENT AND EQUITY MANAGEMENT SOFTWARE

insightsoftware entities offer the Professional Services to its general customer base set forth below for the Certent Disclosure Management and Equity Management Software. Each Professional Service is described below (each, a "**Service Description**") and is subject to the Professional Services Terms, the applicable Purchase Document and the Master Terms between insightsoftware entity ("insightsoftware") and the Customer:

- **CERTENT CDM PROFESSIONAL SERVICES**
- **CERTENT DM PROFESSIONAL SERVICES**
- **DISCLOSURENET & DISCLOSURE MANAGEMENT PROFESSIONAL SERVICES**
- **CERTENT EQUITY MANAGEMENT PROFESSIONAL SERVICES**

CERTENT CDM PROFESSIONAL SERVICES OFFERINGS

INSIGHTSOFTWARE'S CDM'S PROFESSIONAL SERVICES PACKAGE ("CDM PROFESSIONAL SERVICES OFFERINGS") INCLUDES THE PROFESSIONAL SERVICES LISTED BELOW. BASED UPON THE SPECIFIC CDM PROFESSIONAL SERVICES OFFERING LISTED IN THE ORDER FORM, INSIGHTSOFTWARE, SHALL USE COMMERCIALLY REASONABLE EFFORTS TO PROVIDE THE PROFESSIONAL SERVICES IN ACCORDANCE WITH THE TERMS OF THE ORDER FORM AND THE TERMS OF THESE CDM PROFESSIONAL SERVICES OFFERINGS:

DMS: CDM - FULL SERVICE SUBSCRIPTION

Full Service XBRL Subscription

The application of XBRL concepts to Customer's facing financial statements and applicable footnote disclosures to comply with the Customer's SEC filing requirements for three (3) Quarterly (10-Q) and one (1) Annual (10-K) filings for domestic filers or for foreign filers this service will include one semiannual (6-K) and one annual (20-F/40-F) filings. Additional filing requirements may be applicable but not included in this base price. Tick and tie and validation services are included.

DISCLOSURE MANAGEMENT SERVICE FULL SERVICE XBRL SUBSCRIPTION
Mapping of new elements to the Customers extended taxonomy
Tagging of accounting facts/disclosed data
Validation of the XBRL instance documents/files
Generate reports for the approval of the generated instance files
Maintenance of the report and project roll forward process
US GAAP/IFRS taxonomy migrations to the newest US GAAP/IFRS taxonomy base
Conversion to iXBRL output when mandated for Customer to file
Best practice guidance sessions with business users

CUSTOMER RESPONSIBILITIES
Maintain Source Documents
Review of all Work Products
General Word or PDF Formatting
EDGAR/HTML of 10-Q, 10-K, 6-K, and 20-F/40-F
Filing Agent Services

Accelerated Support Program (ASP)

For valued Customer who wants to go beyond the standard support, insightsoftware aims to fully understand Customer's business goals and specific processes used to meet them. insightsoftware will work with the Customer's team to gather details about its environment used to support these processes so that the Customer can be more productive achieving their goals and more proactive in mitigating risks which may threaten them.

An Accelerated Support Customer will be walked through a knowledge capture and onboarding process that documents their specific environment details (system and server details, network details, hardware details, operating systems, software versions, plug-ins and versions, *etc*.). An Accelerated Support Analyst creates and maintains centralized customer environment record to build account knowledge and save time with future support requests.

Upon purchasing Accelerated Support, the Accelerated Support Analyst will conduct an onboarding process comprising of:

DISCLOSURE MANAGEMENT SERVICES ACCELERATED SUPPORT PROGRAM
Identify Named Contacts
Gather Environment Information
Review Existing Issues
Review Support Procedures
Perform Initial System Health Check
US GAAP/IFRS taxonomy migrations to the newest US GAAP/IFRS taxonomy base

CUSTOMER RESPONSIBILITIES
Maintain Source Documents
Review of all Work Products
General Word or PDF Formatting
EDGAR/HTML of 10-Q, 10-K, 6-K, and 20-F/40-F
Filing Agent Services

CDM On-boarding

insightsoftware will perform the following on-boarding activities:

DISCLOSURE MANAGEMENT SERVICES ON-BOARDING
Environment set-up
Report development of documents listed in order form
Complete sectioning of the document
Design session with users on-site (assistance with data connectivity, variables, permissions and workflows)
Document and report best practices for EDGAR output (if needed)

CDM On-boarding Services with XBRL

insightsoftware will perform the following on-boarding activities:

DISCLOSURE MANAGEMENT SERVICES ON-BOARDING WITH XBRL
Environment set-up
Report development of documents listed in order form
Complete sectioning of the document

Design session with users on-site (assistance with data connectivity, variables, permissions and workflows)
Document and report best practices for EDGAR output (if needed)
Taxonomy import and acceptance
Initial XBRL tagging and tick'n'tie service (for Full Service XBRL Subscription)

DMS: Block Consulting Services - Other Service
CDM Core Block Hours
insightsoftware will provide a one-time consulting service for report management that can be used for but not limited to:

DISCLOSURE MANAGEMENT SERVICES BLOCK HOURS – REPORTING
Ad-Hoc Training
HTML Reviews
Data connections
Variable linking
Report Management best practices
Additional document setup (PowerPoint & Word)
General services

Block consulting services hours must be utilized within one (1) year after the Order Form Effective Date or they will expire.

DMS: Block XBRL Consulting Services - Other Service
CDM XBRL Block Hours
insightsoftware will provide a one-time consulting service for XBRL management that can be used for but not limited to:

DISCLOSURE MANAGEMENT SERVICES BLOCK HOURS - XBRL
Taxonomy Mapping
Taxonomy Management
Additional Validation and error resolution
Tagging services
Taxonomy conversion services
Knowledge transfer XBRL best practices
HTML Reviews
General XBRL services

Block consulting services hours must be utilized within one (1) year after the Order Form Effective Date or they will expire.

DMS: CDM - XBRL review
CDM XBRL Review
A full review of the latest 10-Q/6-K or 10-K/20-F/40-F analyzing the tagging and taxonomy for best practices. The review will cover, but not limited to:

DISCLOSURE MANAGEMENT SERVICES XBRL REVIEW
Element selection including custom/extended elements
Dimensional tagging
Data accuracy
Additional validations complying with DQC rules and SEC filing requirements
Taxonomy structure
XBRL Tagging best practices

DMS: CDM - Filing Agent Services

CDM Filing Agent Services (4 Filings)

insightsoftware will perform the following services for any of the following forms, 10-Q/6-K and 10-K/20-F/40-F:
SEC filing services for submission of other document types where XBRL and EDGAR–compliant HTML are required by the SEC (excluding Section 16 filings).

CDM Filing Agent Services (Per Filing)

insightsoftware will perform the following one-time services for any of the following forms, 10-Q/6-K and 10-K/20-F/40-F:
SEC filing services for submission of other document types where XBRL and EDGAR–compliant HTML are required by the SEC (excluding Section 16 filings).

DMS: CDM - 8K iXBRL Services - Fixed Fee

CDM 8-K iXBRL Services (Up to 4, 8, 12, 16, 20 & 20+ Filings per year)

insightsoftware will provide iXBRL services for 8-K cover page tagging. 8-K iXBRL service can be purchased through a tier of filings ranging from 4 to 20 filings per year with 4 filing intervals. This service will cover all XBRL related activities and will exclude HTML formatting services. Please refer to the matrix below.

DISCLOSURE MANAGEMENT SERVICES: 8-K INLINE (i)XBRL COVER PAGE
One filing
Up to 4 filings
Up to 8 filings
Up to 12 filings
Up to 16 filings
Up to 20 filings
20 plus filings

8-K iXBRL Services must be utilized within one (1) year after the Order Form Effective Date or they will expire.
If the Customer exceeds the purchased filing amount the Customer will be billed for each filing exceeding their purchased tier group or they will be billed the difference to the next tier, which ever may be lower in cost of to the Customer's preference.

DMS: CDM - DM to CDM Conversion

DM to CDM Migration

insightsoftware will perform DM to CDM migration services. Some of the tasks will include but not limited to:

DISCLOSURE MANAGEMENT SERVICES DM to CDM MIGRATION
Formatting existing reports in DM to CDM
Install CDM Environment
Assist with Variables
Assist in data connections
XBRL Tagging
Validations

DMS: CDM - ESEF - Full Service Subscription

CDM - ESEF - Full-Service Subscription

This package includes the importing of the ESEF taxonomy files in CDM and configuring the relationship groups for tagging by insightsoftware. insightsoftware will manage the XBRL tagging and validating process from start to finish and the Customer will be responsible for the signing off on the XBRL filing.

Implementation Services

Mapping Services which includes:

- Mapping of financial statements (includes anchoring of extension elements)
- Parenthetical mapping
- Text block mapping of notes to financial statements
- insightsoftware review of mapping

Initial tagging and "dry run" package creation

- Detail tagging of financial statements
- Parenthetical tagging
- Text block tagging of notes to financial statements
- Certent review of tagging

XBRL Review Training

Training focus points:

- Element selection criteria
- Mapping file prior to tagging
- Review and approval the XBRL output

XBRL Full Service

insightsoftware will manage the Roll Forward and the next fiscal year end reporting for the XBRL output.

This will include:

- Updating the mapping file based on new disclosures
- Managing the tags and updating them based on milestones and drafts
- Creating the files ready for submission to local NCA.
- insightsoftware is not responsible for filing with any NCA within the European Union or the United Kingdom (FCA)

DMS: CDM - Education

CDM Education - Onsite/Remote

Course Objective

Upon successful completion of this course, Customer will be able to leverage the power of CDM to efficiently and effectively create their financial reports with significant amount of automation and low maintenance, giving the Customer more time for review of their reports rather than the creation.

The following learning will be covered by the trainer:

- Create new reports
- Create Sections and objects
- Perform additional configurations
- Use variables and validations
- Create data connections
- Create and administer workflows
- Analyze reports using Views
- Perform Rollovers
- Administer Security

DMS: CDM - Elab Self-paced Training

CDM E-labs – Self Paced

Course Objective

Upon successful completion of this course, Customer will be able to leverage the power of CDM to efficiently and effectively create their financial reports with significant amount of automation and low maintenance, giving the Customer more time for review of their reports rather than the creation. This course is self-paced, and the Customer is responsible for completing with 30 days of activation.

The following learning will be covered by the trainer:

- Create new reports
- Create Sections and objects
- Perform additional configurations
- Use variables and validations
- Create data connections
- Create and administer workflows
- Analyze reports using Views
- Perform Rollovers
- Administer Security

DMS: CDM - Elab Instructor led Training

CDM E-labs – Instructor Led

Course Objective

Upon successful completion of this course, Customer will be able to leverage the power of CDM to efficiently and effectively create their financial reports with significant amount of automation and low maintenance, giving the Customer more time for review of their reports rather than the creation. This course is self-paced, and the Customer is responsible for completing with 30 days of activation.

The following learning will be covered by the trainer:

- Create new reports
- Create Sections and objects
- Perform additional configurations
- Use variables and validations
- Create data connections
- Create and administer workflows
- Analyze reports using Views
- Perform Rollovers
- Administer Security

DMS: CDM - XBRL Education

XBRL Education

Course Objective

Upon successful completion of this course, Customer will be able to leverage the power of CDM to efficiently and effectively create their financial reports with significant amount of automation and low maintenance, giving the Customer more time for review of their reports rather than the creation. The following learning will be covered by the trainer:

- Learn what XBRL is
- Required rules for filing with the applicable regulatory body
- Import or create company specific taxonomy
- Add/Remove elements, manage labels, apply calculations and perform all necessary taxonomy management tasks
- Apply tags for all levels
- Validate filing package and ready package for submission
- Rollforward and management of the XBRL project

CERTENT DM PROFESSIONAL SERVICES OFFERINGS

INSIGHTSOFTWARE DM'S PROFESSIONAL SERVICES PACKAGE ("DM PROFESSIONAL SERVICES OFFERINGS") INCLUDES THE PROFESSIONAL SERVICES IN THE TABLE BELOW. BASED UPON THE SPECIFIC DM PROFESSIONAL SERVICES OFFERING LISTED IN THE ORDER FORM, INSIGHTSOFTWARE SHALL USE COMMERCIALLY REASONABLE EFFORTS TO PROVIDE THE PROFESSIONAL SERVICES IN ACCORDANCE WITH THE TERMS OF THE ORDER FORM AND THE TERMS OF THESE DM PROFESSIONAL SERVICES OFFERINGS:

DMS: DM - 8K iXBRL Self Service
DMS: DM - Training - Custom Web - One Time
DMS: DM - Training - On Site - One Time
DMS: Filing Agent Services - Other Service
DMS: Filing - Section 16 Services - Other Service
DMS: On-Boarding (Non-XBRL)
DMS: On-boarding - 10K & 10Q - IPO - U.S. SEC DOMESTIC ISSUERS
DMS: On-boarding - 10K & 10Q - U.S. SEC DOMESTIC ISSUERS
DMS: On-boarding - 10K- U.S. SEC DOMESTIC ISSUERS
DMS: On-boarding - 10Q - U.S. SEC DOMESTIC ISSUERS
DMS: On-boarding 20F or 40F and 6K - U.S. SEC FOREIGN PRIVATE ISSUERS
DMS: On-boarding 20F or 40F - U.S. SEC FOREIGN PRIVATE ISSUERS
DMS: On-Boarding - Canadian Market (Qtr/Ann)
DMS: Professional Services Consulting - T&M - Other Service*
DMS: Professional Services Fixed Fee**
DMS: XBRL Platinum Service - Quarterly- Other Service
DMS: XBRL Platinum Service - U.S. SEC DOMESTIC ISSUERS
DMS: XBRL Premium Service - 20F or 40F and 6K - U.S. SEC FOREIGN PRIVATE ISSUERS
DMS: XBRL Premium Service - 20F or 40F - U.S. SEC FOREIGN PRIVATE ISSUERS
DMS: XBRL Premium Service - Quarterly - Other Service
DMS: XBRL Premium Service - U.S. SEC DOMESTIC ISSUERS
DMS: XBRL Taxonomy Conversion Mapping Service- Other Service
DMS: XBRL Tick & Tie Services (Self Service Only) - Other Service
DMS: XBRL Validation Services (Self Service Only) - Other Service
DMS: Block Consulting Services - Other Service
DMS: Block XBRL Consulting Services - Other Service

***Professional Services Consulting – T&M:** If agreed on the Order Form, insightsoftware will provide time and material-based support for custom projects or support hours only.

<u>Professional Services Fixed Fee</u>: If agreed on the Order Form, insightsoftware will provide one-time hourly service support for custom projects.

DMS: DM - 8K iXBRL Self Service
DM 8-K iXBRL Services (Up to 4, 8, 12, 16, 20 & 20+ Filings per year)
Insightsoftware will provide iXBRL services for 8-K cover page tagging. 8-K iXBRL service can be purchased through a tier of filings ranging from 4 to 20 filings per year with 4 filing intervals. This service will cover all XBRL related activities and will exclude HTML formatting services. Please refer to the matrix below.

DISCLOSURE MANAGEMENT 8-K iXBRL
One filing
Up to 4 filings
Up to 8 filings
Up to12 filings
Up to 16 filings
Up to 20 filings
20 plus filings

8-K iXBRL Services must be utilized within one (1) year after the Order Form Effective Date or they will expire.
If the Customer exceeds the purchased filing amount, the Customer will be billed for each filing exceeding their purchased tier group or they will be billed the difference to the next tier, which ever may be lower in cost of to the Customer's preference.

DMS: DM - Training - Custom Web - One Time
<u>Training – Custom Web</u>
insightsoftware will provide training over the web on the use of the Certent Platform for:

- 3 hours training over the Web
- Feature refresh (DMC, Sections, Crosslinks, review)
- Reviewing documents and filings
- MS Office tips and tricks, formatting for EDGAR HTML output
- XBRL best practices

DMS: DM - Training - On Site - One Time
<u>Training – On-site</u>
insightsoftware will provide training at the Customer location on the use of the Certent Platform for:

- Disclosure Management Console overview
- Reviewing documents and filings
- Understanding multi-user capabilities
- Crosslinks, linking Excel data to Word and PowerPoint
- MS Office tips and tricks, formatting for EDGAR HTML output
- XBRL best practices, guidelines and taxonomy review

DMS: Filing Agent Services - Other Service
<u>Filing Agent Service</u>
insightsoftware will perform the following one-time service:

- SEC filing services for submission of other document types where XBRL, EDGAR–compliant HTML, registration statements and form filings are required by the SEC (excluding Section 16 filings).

DMS: Filing - Section 16 Services - Other Service
<u>SEC Section 16 Filing Service</u>
insightsoftware will perform the following one–time service:

- Customer shall complete and provide a Form 3, 4, or 5 template to insightsoftware. insightsoftware to process and file a Form 3, 4, or 5 with the SEC on Customer's behalf.

DMS: On-Boarding (Non-XBRL)
On-Boarding Non-XBRL
insightsoftware will perform the following on-boarding services:

- Import of MS Office Word document into the Certent Platform
- Create sections, links, and formats Excel, PowerPoint, and Word documents
- Initial set-up of narrative value and date links
- Initial formatting review and adjustments in Word and Excel for best output in desired format (e.g., HTML, PDF, PowerPoint)
- Include two (2) hours of web-delivered document editing training

DMS: On-boarding - 10K & 10Q - IPO - U.S. SEC DOMESTIC ISSUERS
On-boarding 10-K and 10-Q – IPO
insightsoftware will perform the following on-boarding activities:

- Import of previously filed or pro forma MS Office Word document into the platform
- Import of 8-K earnings release MS Office Word document into the platform
- Complete sectioning of the document
- Complete linking of facing financial statement tables and all applicable footnote disclosure tables from MS Office Excel to the MS Office Word document
- Complete initial Word formatting for best EDGARized HTML output
- Build out and review of 10-Q and 10-K taxonomy
- Assist Customer with obtaining their filing credentials for filing with the SEC from the platform
- Complete validation and tick and tie of XBRL concepts to source document

DMS: On-boarding - 10K & 10Q - U.S. SEC DOMESTIC ISSUERS
On-boarding 10-K and 10-Q
insightsoftware will perform the following on-boarding activities:

- Import of previously filed or pro forma MS Office Word document into the platform
- Import of 8-K earnings release MS Office Word document into the platform
- Complete sectioning of the document
- Complete linking of facing financial statement tables and all applicable footnote disclosure tables from MS Office Excel to the MS Office Word document
- Complete initial Word formatting for best EDGARized HTML output
- Import and review of 10-Q and 10-K taxonomy
- Assist Customer with obtaining their filing credentials for filing with the SEC from the platform
- Complete validation and tick and tie of XBRL concepts to source document

DMS: On-boarding - 10K- U.S. SEC DOMESTIC ISSUERS
On-boarding 10-K
insightsoftware will perform the following on-boarding activities:

- Import of previously filed or pro forma MS Office Word document into the platform
- Complete sectioning of the document
- Complete linking of facing financial statement tables and all applicable footnote disclosure tables from MS Office Excel to the MS Office Word document
- Complete initial Word formatting for best EDGARized HTML output
- Build out and review of 10-Ktaxonomy
- Assist Customer with obtaining their filing credentials for filing with the SEC from the platform
- Complete validation and tick and tie of XBRL concepts to source document

DMS: On-boarding - 10Q - U.S. SEC DOMESTIC ISSUERS
On-boarding 10-Q
insightsoftware will perform the following on-boarding activities:

- Import of previously filed or pro forma MS Office Word document into the platform
- Complete sectioning of the document
- Complete linking of facing financial statement tables and all applicable footnote disclosure tables from MS Office Excel to the MS Office Word document
- Complete initial Word formatting for best EDGARized HTML output
- Build out and review of 10-Q taxonomy
- Assist Customer with obtaining their filing credentials for filing with the SEC from the platform
- Complete validation and tick and tie of XBRL concepts to source document

DMS: On-boarding 20F or 40F and 6K - U.S. SEC FOREIGN PRIVATE ISSUERS
On-boarding 20-F or 40-F and 6-K

insightsoftware will perform the following on-boarding activities:

- Import of previously filed 20-F/40-F MS Office Word document into the platform
- Complete sectioning of the document
- Complete linking of tables from MS Office Excel to the MS Office Word document
- Complete initial Word formatting for best EDGARized HTML output
- Build and tag 20-For 40-F and 6-K company taxonomy
- Assist Customer with obtaining their filing credentials for filing with the SEC from the platform
- Complete validation and tick and tie of XBRL concepts to source document
- Exhibits are not included

DMS: On-boarding 20F or 40F - U.S. SEC FOREIGN PRIVATE ISSUERS
On-boarding 20-F or 40-F
insightsoftware will perform the following on-boarding activities:

- Import of previously filed 20-F or 40-F MS Office Word document into the platform
- Complete sectioning of the document
- Complete linking of tables from MS Office Excel to the MS Office Word document
- Complete initial Word formatting for best EDGARized HTML output
- Build and tag 20-F or 40-F company taxonomy
- Assist Customer with obtaining their filing credentials for filing with the SEC from the platform
- Complete validation and tick and tie of XBRL concepts to source document
- Exhibits are not included

DMS: On-Boarding - Canadian Market (Qtr/Ann)
On-boarding - Canadian Market (Quarterly and Annual)
insightsoftware will perform the following on-boarding activities:

- Import of previously filed or pro forma MS Office Word document into the platform
- Complete sectioning of the document
- Complete linking of facing financial statement tables and all applicable footnote disclosure tables from MS Office Excel to the MS Office Word document
- Start linking narrative and date vales. Complete variable linking during the design session

DMS: XBRL Platinum Service Quarterly- Other Service
Platinum Service – Quarterly – One-time Service
insightsoftware will perform the following one-time service:

- Application of XBRL concepts to Customer's facing financial statements and applicable footnote disclosures to comply Customer's SEC filing requirements for one filing. Additional filing requirements may be applicable but not included in the base price. Tick and tie and validation services are included.
- SEC filing services for submission of up to 5 additional filings quarterly.
- Unlimited SEC Section 16 filing services included.
- insightsoftware will perform 2 hours of personalized web–based training.
- No additional charges for rush fees, weekend and after–hours work.
- Additional filing requirements may be applicable but not included in the base price. Tick and tie and validation services are included

DMS: XBRL Platinum Service - U.S. SEC DOMESTIC ISSUERS
Platinum Services

insightsoftware will perform the following recurring services:

- Application of XBRL concepts to Customer's primary financial statements and applicable footnote disclosures to comply with the Customer's SEC filing requirements for up to three (3) Quarterly (10-Q) and one (1) Annual (10-K) filings during the service period purchased. Additional filing requirements may be applicable but not included in the base price. Tick and tie and validation services are included.
- Eight 8-K tagging services included.
- SEC filing services for submission of Form 10-Q, 10-K, up to eight 8-K's Earnings Release and up to 12 SEC filings during the service period purchased
- Up to 4 SEC Section 16 filing services included.

DISCLOSURE MANAGEMENT SERVICE PACKAGES
PLATINUM SERVICE

Disclosure Management Training – 1 day
XBRL Services: Tick & Tie Services – 10-K
XBRL Services: Tick & Tie Services – 10-Q
XBRL Services: Validation Services – 10-K
XBRL Services: Validation Services – 10-Q
XBRL Services: Tagging Services – 10-K
XBRL Services: Tagging Services – 10-Q
Up to Eight 8-K Tagging Services
Taxonomy Conversion Services
EDGARization of 10-Q & 10-K
SEC Section 16 Filings
SEC Filing Agent Services including formatting (Up to 12 Filings)

CUSTOMER RESPONSIBILITIES
Maintain Source Documents
Review of all Work Products

- Up to 32 hours formatting services included.
- One (1) day of remote training via web meeting.

*Must be booked at least two weeks in advance. This includes up to 8 hours of CPE credits. The training must be completed within 90 days after the Order Form Effective Date or it will expire.

Document Page Count	Document Receipt to Delivery
0-50	24 hours
51-100	28 hours
101-150	32 hours
151-200	36 hours
201-300	40 hours
301+	44+ hours

Note: Advanced notification of Document deliverables is recommended to meet the delivery times in above table.

Rush fees apply for requested consulting hours worked outside normal weekday business hours 8am- 8pm Eastern Time and fall outside of posted delivery times. Rush fees for documents required sooner than the posted delivery times that require consultants to work weekends and evenings will be charged at a rate of $750. Additional fees may apply to re-tagging efforts due to customer not maintaining source documents.

DMS: XBRL Premium Service -20F or 40F and 6K - U.S. SEC FOREIGN PRIVATE ISSUERS
Premium Service – 20F or 40F and 6K

insightsoftware will perform the following recurring services:

- The application of XBRL concepts to Customer's facing financial statements and applicable footnote disclosures to comply with the Customer's SEC filing requirements for one 20F or 40F and 6K filings. Additional filing requirements may be applicable but not included in the base price. Tick and tie and validation services are included.
- Yearly taxonomy conversion service included.

DMS: XBRL Premium Service -20F or 40F - U.S. SEC FOREIGN PRIVATE ISSUERS
Premium Service – 20F or 40F

insightsoftware will perform the following recurring services:

- The application of XBRL concepts to Customer's facing financial statements and applicable footnote disclosures to comply with the Customer's SEC filing requirements for one 20F or 40F filings. Additional filing requirements may be applicable but not included in the base price. Tick and tie and validation services are included.
- Yearly taxonomy conversion service included.

DMS: XBRL Premium Service - Quarterly - Other Service

insightsoftware will perform the following recurring services:

- The application of XBRL concepts to Customer's facing financial statements and applicable footnote disclosures to comply with the Customer's SEC filing requirements for one filing. Additional filing requirements may be applicable but not included in the base price. Tick and tie and validation services are included.

DMS: XBRL Premium Service - U.S. SEC DOMESTIC ISSUERS

Premium Service

insightsoftware will perform the following recurring services:

- The application of XBRL concepts to Customer's facing financial statements and applicable footnote disclosures to comply with the Customer's SEC filing requirements for three (3) Quarterly (10-Q) and one (1) Annual (10-K) filings. Additional filing requirements may be applicable but not included in the base price. Tick and tie and validation services are included.
- Yearly taxonomy conversion service included.

DISCLOSURE MANAGEMENT SERVICE PACKAGES PREMIUM SERVICE
XBRL Services: Tick & Tie Services – 10-K
XBRL Services: Tick & Tie Services – 10-Q
XBRL Services: Validation Services – 10-K
XBRL Services: Validation Services – 10-Q
XBRL Services: Tagging Services – 10-K
XBRL Services: Tagging Services – 10-Q
Taxonomy Conversion Services

CUSTOMER RESPONSIBILITIES
Maintain Source Documents
Review of all Work Products
Formatting
EDGARization of 10-Q & 10-K
Filing Agent Services

DMS: XBRL Taxonomy Conversion Mapping Service- Other Service

XBRL Taxonomy Conversion Mapping Service

insightsoftware will perform the following one–time service:

- Mapping and exchanging of elements to abide by newly adopted taxonomy released by FASB and accepted by the SEC.

DMS: XBRL Tick & Tie Services (Self Service Only) - Other Service

XBRL Tick and Tie Services (Self Service Only)

insightsoftware will print out the HTML rendering of the XBRL files from DMX and perform the tick and tie of the rendering which includes checking for the following:

- Accuracy of labels
- Accuracy of calendars
- Accuracy of scale
- Completeness
- Appropriateness of members
- Certent Best Practices

DMS: XBRL Validation Services (Self Service Only) - Other Service

XBRL Validation Services (Self Service Only)

insightsoftware will perform the following one-time service:

- Review the DMX validation and perform any corrections. insightsoftware will deliver a report identifying the changes that were implemented.

DMS: Block Consulting Services - Other Service

Block Consulting Services – One-time Service

insightsoftware will provide a one-time consulting service that can be used for any formatting assistance post onboarding implementation. Examples include ad-hoc training, HTML reviews, narrative linking, additional documents, MS Office PowerPoint, and general support.

DMS: Block XBRL Consulting Services - Other Service
Block XBRL Consulting Services - One-time
XBRL tagging assistance, filing support, review, mapping and element selection guidance, validations, error resolution and general XBRL support.

DISCLOSURENET & DISCLOSURE MANAGEMENT PROFESSIONAL SERVICES OFFERINGS

DISCLOSURENET AND DISCLOSURE MANAGEMENT PROFESSIONAL SERVICES PACKAGE ("DN & DM PROFESSIONAL SERVICES OFFERINGS") INCLUDES THE PROFESSIONAL SERVICES IN THE TABLE BELOW. BASED UPON THE SPECIFIC DN & DM PROFESSIONAL SERVICES OFFERINGS LISTED IN THE ORDER FORM, INSIGHTSOFTWARE SHALL USE COMMERCIALLY REASONABLE EFFORTS TO PROVIDE THE PROFESSIONAL SERVICES IN ACCORDANCE WITH THE TERMS OF THE ORDER FORM AND THE TERMS OF THESE DN & DM PROFESSIONAL SERVICES OFFERINGS:

Premium Service
Premium Plus Service
Platinum Service
XBRL Quality Assurance Services
XBRL QC Final Checks
XBRL Taxonomy Conversion Services- Recurring
10-Q, 10-K and 8-K ER Filing Agent Services- Recurring
Section 16 Filing Services- Recurring
XBRL Outsourcing Services
XBRL Outsourcing and EDGARization Services
Implementation Services: On-boarding [10-K and 10-Q]/ [10-Q]/ [10-K]/ [10-K and 10Q - IPO]/ [Non-XBRL]/ [20-F or 40-F]/ [20-F or 40-F and 6-K]/ [Canadian Market (Quarterly and Annual]
Premium Service – Quarterly – One-time
Platinum Service- Quarterly – One-time
DM 8-K iXBRL Services (Up to 4, 8, 12, 16, 20 & 20+ Filings per year)
Filing Agent Service
SEC Section 16 Filing Service
Block Consulting Services- One-time
Block XBRL Consulting Services – One-time
Professional Services Consulting – T&M
Professional Services Consulting
XBRL Taxonomy Conversion Mapping Service
Bridge Training- Boot Camp Seat – 1 day

Premium Service – Boot Camp Seat – 2 day
Self-Service Boot Camp Seat – 3 day
Training – On-site
Training – Web
Training- Custom Web
XBRL Validation Services (Self Service Only)
XBRL Tick and Tie Services (Self Service Only)
XBRL Review Lite (Self Service Only)

Premium Service

insightsoftware will perform the following recurring services:

- The application of XBRL concepts to Customer's facing financial statements and applicable footnote disclosures to comply with the Customer's SEC filing requirements for three (3) Quarterly (10-Q) and one (1) Annual (10-K) filings. Additional filing requirements may be applicable but not included in this base price. Tick and tie and validation services are included.
- Yearly taxonomy conversion service is included.

DISCLOSURE MANAGEMENT SERVICE PACKAGES PREMIUM SERVICE
• XBRL Services: Tick & Tie Services – 10-K
• XBRL Services: Tick & Tie Services – 10-Q
• XBRL Services: Validation Services – 10-K
• XBRL Services: Validation Services – 10-Q
• XBRL Services: Tagging Services – 10-K
• XBRL Services: Tagging Services – 10-Q
• Taxonomy Conversion Services

CUSTOMER RESPONSIBILITIES
• Maintain Source Documents
• Review of all Work Products
• Formatting
• EDGARization of 10-Q & 10-K
• Filing Agent Services

Premium Plus Service

insightsoftware will perform the following recurring services:

- Taxonomy conversion mapping services to the latest SEC accepted taxonomy for the 10-Q and 10-K filings. Consulting services up to 20 hours. Consulting services can be used for any formatting assistance post onboarding Implementation. Examples include ad-hoc training, HTML reviews, narrative linking, additional documents, MS Office PowerPoint, and general support.

Platinum Service

insightsoftware will perform the following recurring services:

- insightsoftware will provide the application of XBRL concepts to Customer's primary financial statements and applicable footnote disclosures to comply with the Customer's SEC filing requirements for up to three (3) Quarterly (10-Q) and one (1) Annual (10-K) filings during the service period purchased. Additional filing requirements may be applicable but not included in this base price. Tick and tie and validation services are included.
- SEC filing services for submission of Form 10-Q, 10-K, up to eight 8-K's Earnings Release and up to 12 SEC filings during the service period purchased.
- Up to 4 SEC Section 16 filing services are included.

DISCLOSURE MANAGEMENT SERVICE PACKAGES PLATNUM SERVICE
• Disclosure Management Training – 1 day
• XBRL Services: Tick & Tie Services – 10-K
• XBRL Services: Tick & Tie Services – 10-Q
• XBRL Services: Validation Services – 10-K
• XBRL Services: Validation Services – 10-Q
• XBRL Services: Tagging Services – 10-K
• XBRL Services: Tagging Services – 10-Q
• Taxonomy Conversion Services
• EDGARization of 10-Q & 10-K
• SEC Section 16 Filings
• SEC Filing Agent Services including formatting (Up to 12 Filings)

CUSTOMER RESPONSIBILITIES
• Maintain Source Documents
• Review of all Work Products

- Up to 32 hours formatting services are included.
- One (1) day of remote training via web meeting is included.

*Must be booked at least two weeks in advance. This includes up to 8 hours of CPE credits. The training must be completed within 90 days after the Order Effective Date or it will expire.

Document Page Count	Document Receipt to Delivery
0-50	24 hours
51-100	28 hours
101-150	32 hours
151-200	36 hours
201-300	40 hours
301+	44+ hours

Note: Advanced notification of Document deliverables is recommended in order to meet the delivery times in above table.

Rush fess apply for requested consulting hours worked outside normal weekday business hours 8am- 8pm Eastern Time and fall outside of posted delivery times. Rush fees for documents required sooner than the posted delivery times that require consultants to work weekends and evenings will be charged at a rate of $750. Additional fees may apply to re-tagging efforts due to customer not maintaining source documents.

***ADMINISTRATIVE SERVICES: XBRL Quality Assurance Services**

If XBRL Quality Assurance Services are specified on the Order Form, insightsoftware will provide Customer, as such XBRL Quality Assurance Services as are described below:

insightsoftware will perform the following annual recurring service for 10-Q and 10-K filings:

- Review of negative instance document values for appropriateness
- Review of document to be in compliance with SEC EDGAR Filer Manual rules regarding calculation link base
- XBRL rendering review to the source document
- Review of DMX XBRL validation
- Review of XBRL US Data Quality Committee Rules
- Review of XBRL taxonomy structure for custom axes, axis/member combinations and statement table/line items
- Perform taxonomy conversion mapping service
- Provide quarterly update on best practices in the XBRL industry
- Provide assistance with element selection
- Call with the client and dedicated accountant to discuss the findings

XBRL QUALITY ASSURANCE SERVICE PACKAGE **XBRL QUALITY ASSURANCE**
• Review of negative instance document values for appropriateness
• Review of document to be in compliance with SEC EDGAR Filer Manual rules regarding calculation link base
• XBRL rendering review to the source document
• Review of the DisclosureNet DM validation
• Review of XBRL US Data Quality Committee Rules
• Review of XBRL taxonomy structure for custom axes, axis/member combinations and statement table/line items
• Perform taxonomy conversion mapping service
• Provide quarterly update on best practices in the XBRL industry
• Provide assistance with element selection
• Call with the client and dedicated accountant to discuss the findings

XBRL QC Final Checks

If the XBRL QC Final Checks Service is specified on the Order Form, insightsoftware will provide Customer the XBRL QC Final Checks Services described below:

insightsoftware will perform the following annual recurring service for Quarterly (10-Q) and Annual (10-K) filings:

- Review and validate DEI
- Review validation warnings/errors including calculation inconsistencies
- Review and validate parenthetical statements
- Ensure article 12 schedules; such as valuation and qualifying accounts, are included in XBRL
- Perform cursory review of viewer report for completeness
- Perform validation of filing bundle from DMC which includes XBRL US Center for Data Quality rules
- Perform test file with EDGAR and validate results
- Review one-way concept negative values

XBRL Taxonomy Conversion Services - Recurring

If XBRL Taxonomy Conversion Services - Recurring are specified in the Order Form, insightsoftware will provide Customer the XBRL Taxonomy Conversion Services - Recurring described below:

insightsoftware will perform the following annual recurring service for Quarterly (10-Q) and Annual (10-K) filings:

- Mapping and exchanging of elements to abide by newly adopted taxonomy released by FASB and accepted by the SEC**ADMINISTRATIVE SERVICES: 10-Q, 10-K and 8-K ER Filing Agent Services - Recurring**

If 10-Q, 10-K and 8-K ER Filing Agent Services - Recurring are specified on the Order Form, insightsoftware will provide Customer the 10-Q, 10-K and 8-K ER Filing Agent Services -Recurring described below:

insightsoftware will perform the following annual recurring service for 10-Q, 10-K and 8-K Earnings Release:

- SEC filing services for submission of 10-Q (3), 10-K (1), and 8-K Earnings Release (4) document types where XBRL and/or EDGAR–compliant HTML, are required by the SEC.**ADMINISTRATIVE SERVICES: Section 16 Filing Services - Recurring**

If Section 16 Filing Services - Recurring are specified on the Order Form, insightsoftware will provide Customer the Section 16 Filing Services - Recurring described below:

Section 16 Filing Services - Recurring

insightsoftware will perform the following annual recurring service for Section 16 Filings:

- Customer to complete and provide a Form 3, 4, or 5 templates to insightsoftware. insightsoftware to process and file a Form 3, 4, or 5 with the SEC on client's behalf.

ADMINISTRATIVE SERVICES: XBRL Outsourcing Services

If XBRL Outsourcing Services are specified on the Order Form, insightsoftware will provide Customer the XBRL Outsourcing Services described below:

insightsoftware will perform the following recurring services:

- insightsoftware t will provide the application of XBRL concepts to Customer's facing financial statements and applicable footnote disclosures to comply with the Customer's SEC filing requirements for three (3) Quarterly (10-Q) and one (1) Annual (10-K) filings. Additional filing requirements may be applicable but not included in this base price.

XBRL OUTSOURCING SERVICE PACKAGE XBRL OUTSOURCING
• Source MS Word Document Optimization
• Taxonomy Conversions to the latest SEC approved taxonomy (outside peak seasons)
• XBRL Services: Tick & Tie Services – 10-K
• XBRL Services: Tick & Tie Services – 10-Q
• XBRL Services: Validation Services – 10-K
• XBRL Services: Validation Services – 10-Q
• XBRL Services: Tagging Services – 10-K
• XBRL Services: Tagging Services – 10-Q

CUSTOMER RESPONSIBILITIES
• Maintain and provide up to three (3) iterations of the Source Document to DisclosureNet per the Standard turn times below
• Review of all Work Products
• EDGARization of 10-Q & 10-K
• Filing Agent Services

XBRL outsourcing is a service offering where insightsoftware will accept Customer's source document in MS Word format and translate the financial statements and applicable footnotes into EDGAR compliant XBRL exhibits. This offering does not include any XBRL filings aside from those explicitly outlined. On an annual basis this offering includes three (3) 10-Q (quarterly) filings and one (1) 10–K annual filing. insightsoftware will supply Customer with XBRL filing data pursuant to the SEC regulations as of the Order Form Effective Date. Additional requirements may apply but are not part of this Order and may be subject to additional fees.

An iteration is defined as each individual instance in which the Customer provides information in the form of a MS Word source document, email that is not immediately accompanied with the MS Word source document, or any verbal changes requested not requested at the time of supplying the MS Word source document, that requires translation to XBRL, or EDGAR HTML, depending on services offering purchased and insightsoftware needs to return the information in SEC EFM-compliant format.

Schedule of Standard Turn Times:

Report	Delivery in Business Days
Initial Annual (10-K)	
Proforma	14
Initial First Draft	7
Final Draft	3
Initial Quarterly (10-Q)	

Proforma	14
Initial First Draft	7
Final Draft	3
Annual (10-K)	
Proforma	10
Initial First Draft	7
Final Draft	3
Quarterly (10-Q)	
Proforma	10
Initial First Draft	7
Final Draft	3

Customer must deliver all applicable changes by the times outlined above or rush fees may apply. Weekend and overnight work that results from Customer not meeting these timelines may result in additional fees.

ADMINISTRATIVE SERVICES: XBRL Outsourcing and EDGARization Services

If XBRL Outsourcing and EDGARization Services are specified on the Order Form, insightsoftware will provide Customer the XBRL Outsourcing and EDGARization Services described below:

insightsoftware will perform the following recurring services:

- insightsoftware will provide the application of XBRL concepts to Customer's facing financial statements and applicable footnote disclosures to comply with the Customer's SEC filing requirements for three (3) Quarterly (10-Q) and one (1) Annual (10-K) filings. Additional filing requirements may be applicable but not included in this base price.
- insightsoftware will supply up to 250 pages EDGAR HTML output for the submission of three (3) 10-Q's and one (1) 10-K including applicable exhibits

XBRL OUTSOURCING AND EDGARIZATION SERVICE PACKAGE **XBRL OUTSOURCING**
• Source MS Word Document Optimization
• Taxonomy Conversions to the latest SEC approved taxonomy (outside peak seasons)
• XBRL Services: Tick & Tie Services – 10-K
• XBRL Services: Tick & Tie Services – 10-Q
• XBRL Services: Validation Services – 10-K
• XBRL Services: Validation Services – 10-Q
• XBRL Services: Tagging Services – 10-K
• XBRL Services: Tagging Services – 10-Q
• EDGARization of 10-Q & 10-K and applicable exhibits

CUSTOMER RESPONSIBILITIES
• Maintain and provide up to three (3) iterations of the Source Document to DisclosureNet per the Standard turn times below
• Review of all Work Products
• Filing Agent Services

XBRL outsourcing is a service offering where insightsoftware will accept Customer's source document in MS Word format and translate the financial statements and applicable footnotes into EDGAR-compliant XBRL exhibits. This offering does not include any XBRL filings aside from those explicitly outlined. On an annual basis this offering includes three (3) 10-Q (quarterly) filings and one (1) 10-K (annual) filing. insightsoftware will supply Customer with XBRL filing data pursuant to the SEC regulations as of the Order Effective Date. Additional requirements may apply but are not part of this Order and may be subject to additional fees.

An iteration is defined as each individual instance in which the Customer provides information in the form of a MS Word source document, email that is not immediately accompanied with the MS Word source document, or any verbal changes requested not requested at the time of supplying the MS Word source document, that requires translation to XBRL, or EDGAR HTML, depending on services offering purchased and insightsoftware needs to return the information in SEC EFM-compliant format.

Schedule of Standard Turn Times:

Report	Delivery in Business Days
Initial Annual (10-K)	
Proforma	14
Initial First Draft	7
Final Draft	3
Initial Quarterly (10-Q)	

Proforma	14
Initial First Draft	7
Final Draft	3
Annual (10-K)	
Proforma	10
Initial First Draft	7
Final Draft	3
Quarterly (10-Q)	
Proforma	10
Initial First Draft	7
Final Draft	3

Customer to deliver all applicable changes to insightsoftware. by the times outlined above or rush fees may apply. Weekend and overnight work may result in additional fees.

IMPLEMENTATION SERVICES

If any of the Implementation Services set forth below are specified in the Order Form, insightsoftware will provide Customer the Implementation Services in accordance with the terms described below:

On-boarding 10-K and 10-Q
insightsoftware will perform the following on-boarding activities:

- Import of previously filed or pro forma MS Office Word document into the platform
- Import of 8-K earnings release MS Office Word document into the platform
- Complete sectioning of the document
- Complete linking of facing financial statement tables and all applicable footnote disclosure tables from MS Office Excel to the MS Office Word document
- Complete initial Word formatting for best EDGARized HTML output
- Import and review of 10-Q and 10-K taxonomy
- Assist client with obtaining their filing credentials for filing with the SEC from the platform
- Complete validation and tick and tie of XBRL concepts to source document

On-boarding 10-Q
insightsoftware will perform the following on-boarding activities:

- Import of previously filed or pro forma MS Office Word document into the platform
- Complete sectioning of the document
- Complete linking of facing financial statement tables and all applicable footnote disclosure tables from MS Office Excel to the MS Office Word document
- Complete initial Word formatting for best EDGARized HTML output
- Build out and review of 10-Q taxonomy
- Assist client with obtaining their filing credentials for filing with the SEC from the platform
- Complete validation and tick and tie of XBRL concepts to source document

On-boarding 10-K
insightsoftware will perform the following on-boarding activities:

- Import of previously filed or pro forma MS Office Word document into the platform
- Complete sectioning of the document
- Complete linking of facing financial statement tables and all applicable footnote disclosure tables from MS Office Excel to the MS Office Word document
- Complete initial Word formatting for best EDGARized HTML output
- Build out and review of 10-Ktaxonomy
- Assist client with obtaining their filing credentials for filing with the SEC from the platform
- Complete validation and tick and tie of XBRL concepts to source document

On-boarding 10-K and 10-Q – IPO
insightsoftware will perform the following on-boarding activities:

- Import of previously filed or pro forma MS Office Word document into the platform
- Import of 8-K earnings release MS Office Word document into the platform
- Complete sectioning of the document
- Complete linking of facing financial statement tables and all applicable footnote disclosure tables from MS Office Excel to the MS Office Word document
- Complete initial Word formatting for best EDGARized HTML output
- Build out and review of 10-Q and 10-K taxonomy
- Assist client with obtaining their filing credentials for filing with the SEC from the platform
- Complete validation and tick and tie of XBRL concepts to source document

On-Boarding Non-XBRL
insightsoftware will perform the following on-boarding services:

- Import of MS Office Word document into the insightsoftware t Platform
- Create sections, links, and formats Excel, PowerPoint, and Word documents
- Initial set-up of narrative value and date links
- Initial formatting review and adjustments in Word and Excel for best output in desired format (e.g., HTML, PDF, PowerPoint)
- Include two (2) hours of web-delivered document editing training

On-boarding 20-F or 40-F

insightsoftware will perform the following on-boarding activities:

- Import of previously filed 20-F or 40-F MS Office Word document into the platform
- Complete sectioning of the document
- Complete linking of tables from MS Office Excel to the MS Office Word document
- Complete initial Word formatting for best EDGARized HTML output
- Build and tag 20-F or 40-F company taxonomy
- Assist client with obtaining their filing credentials for filing with the SEC from the platform
- Complete validation and tick and tie of XBRL concepts to source document
- Exhibits are not included

On-boarding 20-F or 40-F and 6-K

insightsoftware will perform the following on-boarding activities:

- Import of previously filed 20-F/40-F MS Office Word document into the platform
- Complete sectioning of the document
- Complete linking of tables from MS Office Excel to the MS Office Word document
- Complete initial Word formatting for best EDGARized HTML output
- Build and tag 20-For 40-F and 6-K company taxonomy
- Assist client with obtaining their filing credentials for filing with the SEC from the platform
- Complete validation and tick and tie of XBRL concepts to source document
- Exhibits are not included

On-boarding - Canadian Market (Quarterly and Annual)

insightsoftware will perform the following on-boarding activities:

- Import of previously filed or pro forma MS Office Word document into the platform
- Complete sectioning of the document
- Complete linking of facing financial statement tables and all applicable footnote disclosure tables from MS Office Excel to the MS Office Word document
- Start linking narrative and date vales. Complete variable linking during the design session

OTHER SERVICES

Premium Service – Quarterly – One-time Service
insightsoftware will perform the following one-time service:

- will provide the application of XBRL concepts to Customer's facing financial statements and applicable footnote disclosures to comply one Customer's SEC filing requirements for a certain form type. Additional filing requirements may be applicable but not included in this base price. Tick and tie and validation services are included.

Platinum Service – Quarterly – One-time Service
insightsoftware will perform the following one-time service:

- insightsoftware will provide the application of XBRL concepts to Customer's facing financial statements and applicable footnote disclosures to comply Customer's SEC filing requirements for a certain form type. Additional filing requirements may be applicable but not included in this base price. Tick and tie and validation services are included.
- SEC filing services for submission of a certain form type up to 5 additional filings quarterly.
- Unlimited SEC Section 16 filing services included.
- insightsoftware will perform 2 hours of personalized web–based training.
- No additional charges for rush fees, weekend and after–hours work.
- Additional filing requirements may be applicable but not included in this base price. Tick and tie and validation services are included

DM 8-K iXBRL Services (Up to 4, 8, 12, 16, 20 & 20+ Filings per year)

insightsoftware will provide iXBRL services for 8-K cover page tagging. 8-K iXBRL service can be purchased through a tier of filings ranging from 4 to 20 filings per year with 4 filing intervals. This service will cover all XBRL related activities and will exclude HTML formatting services. Please refer to the matrix below.

DISCLOSURE MANAGEMENT 8-K iXBRL
One filing
Up to 4 filings
Up to 8 filings
Up to12 filings
Up to 16 filings
Up to 20 filings
20 plus filings

8-K iXBRL Services must be utilized within one (1) year after the Order Effective Date or they will expire.
If the client exceeds the purchased filing amount, the client will be billed for each filing exceeding their purchased tier group or they will be billed the difference to the next tier, which ever may be lower in cost of to the client's preference.

Filing Agent Service
insightsoftware will perform the following one-time service:

- SEC filing services for submission of other document types where XBRL, EDGAR–compliant HTML, registration statements and form filings are required by the SEC (excluding Section 16 filings).

SEC Section 16 Filing Service
DisclosureNet will perform the following one–time service:

- Client to complete and provide a Form 3, 4, or 5 template to insightsoftware. insightsoftwaret to process and file a Form 3, 4, or 5 with the SEC on client's behalf.

Block Consulting Services – One-time Service
insightsoftware will provide a one-time consulting service that can be used for any formatting assistance post onboarding Implementation. Examples include ad-hoc training, HTML reviews, narrative linking, additional documents, MS Office PowerPoint, and general support.

Block Consulting Services hours must be utilized within one (1) year after the Order Effective Date or they will expire.

Block XBRL Consulting Services - One-time
XBRL Tagging assistance, filing support, review, mapping and element selection guidance, validations, error resolution and general XBRL

support

Block Consulting Services hours must be utilized within one (1) year after the Order Effective Date or they will expire.

Professional Services Consulting – T&M
insightsoftware will provide time & material-based support for custom projects.

Professional Services Consulting
insightsoftware will provide one-time hourly service support for custom projects.

XBRL Taxonomy Conversion Mapping Service
insightsoftware will perform the following one–time service:

- Mapping and exchanging of elements to abide by newly adopted taxonomy released by FASB and accepted by the SEC.

Bridge Training - Boot Camp Seat – 1 day
For the number of seats indicated in the order form, insightsoftware will provide one-time in classroom training on the use of the insightsoftware Platform either remote training or classroom setting to include:

- Disclosure Management Console overview
- Reviewing documents
- Understanding multi-user capabilities
- Crosslinks, linking Excel data to Word and PowerPoint
- MS Office tips and tricks

This includes up to 8 hours of CPE credits. Travel and expenses are not included. The Boot Camp must be completed within 90 days after the Order Form Effective Date or it will expire.

Premium Service – Boot Camp Seat – 2 day
For the number of seats indicated in the order form, insightsoftware will provide one-time in classroom training on the use of the insightsoftware Platform either remote training or classroom setting to include:

- Disclosure Management Console overview
- Reviewing documents and filings
- Understanding multi-user capabilities
- Crosslinks, linking Excel data to Word and PowerPoint
- MS Office tips and tricks, formatting for EDGAR HTML output
- XBRL best practices and guidelines

This includes up to 16 hours of CPE credits. Travel and expenses are not included. The Boot Camp must be completed within 90 days after the Order Form Effective Date or it will expire.

Self Service – Boot Camp Seat – 3 day
For the number of seats indicated in the order form, insightsoftware will provide one-time in classroom training on the use of the insightsoftware Platform either remote training or classroom setting to include:

- Disclosure Management Console overview
- Reviewing documents and filings
- Understanding multi-user capabilities
- Crosslinks, linking Excel data to Word and PowerPoint
- MS Office tips and tricks, formatting for EDGAR HTML output
- XBRL best practices and guidelines
- XBRL taxonomy review and tagging training

This includes up to 24 hours of CPE credits. Travel and expenses are not included. The Boot Camp must be completed within 90 days after the Order Form Effective Date or it will expire.

Training – On-site
Insightsoftware will provide training at the Customer location on the use of the insightsoftware Platform for:

- Disclosure Management Console overview
- Reviewing documents and filings
- Understanding multi-user capabilities
- Crosslinks, linking Excel data to Word and PowerPoint
- MS Office tips and tricks, formatting for EDGAR HTML output
- XBRL best practices, guidelines and taxonomy review

This includes up to 8 hours of CPE credits per day. Travel and expenses are not included.

Training - Web

For the number of seats indicated in the order form, insightsoftware will provide one-time web training on the use of the insightsoftware Platform to include:

- Disclosure Management Console overview
- Reviewing their documents and filings
- Understanding multi-user capabilities
- Crosslinks, linking Excel data to Word and PowerPoint
- MS Office tips and tricks, formatting for EDGAR HTML output
- XBRL best practices and guidelines
- XBRL taxonomy review and tagging training

This includes up to 24 hours of CPE credits depending on length of training. Travel and expenses are not included.

Training – Custom Web

insightsoftware will provide training over the web on the use of the insightsoftware Platform for:

- 3 hours training over the Web
- Feature refresh (DMC, Sections, Crosslinks, review)
- Reviewing documents and filings
- MS Office tips and tricks, formatting for EDGAR HTML output
- XBRL best practices

XBRL Validation Services (Self Service Only)

Insightsoftware will perform the following one-time service:

- Review the DMX validation and perform any corrections. insightsoftware will deliver a report identifying the changes that were implemented.

XBRL Tick and Tie Services (Self Service Only)

Insightsoftware will print out the HTML rendering of the XBRL files from DMX and perform the tick and tie of the rendering which includes checking for the following:

- Accuracy of labels
- Accuracy of calendars
- Accuracy of scale
- Completeness
- Appropriateness of members
- Insightsoftware Best Practices

insightsoftware will perform the changes based on the tick and tie.

XBRL Review Lite (Self Service Only)

insightsoftware will perform the following one-time service:

- Review of all negative instance document values for appropriateness
- Review of current calculation link bases for correctness and any absent calculation link bases that should be present
- Review the presentation reports for appropriate hypercubes (Table, Line Items, Axis, and Member combinations)
- Review high-risk items (review the DEI and Parenthetical information)

Insightsoftware will perform the changes based on the review of the above items.

CERTENT EQUITY MANAGEMENT PROFESSIONAL SERVICES OFFERINGS

CERTENT EQUITY MANAGEMENT'S PROFESSIONAL SERVICES PACKAGE ("EM PROFESSIONAL SERVICES OFFERINGS") INCLUDES THE PROFESSIONAL SERVICES IN THE TABLE BELOW. BASED UPON THE EM PROFESSIONAL SERVICES OFFERINGS SPECIFIED IN THE ORDER FORM, INSIGHTSOFTWARE SHALL USE COMMERCIALLY REASONABLE EFFORTS TO PROVIDE THE PROFESSIONAL SERVICES IN ACCORDANCE WITH THE TERMS OF THE ORDER FORM AND THE TERMS OF THE EM PROFESSIONAL SERVICES OFFERINGS SET FORTH BELOW:

Administrative Services:
Administrative Services / [Value] – [Public]/ [Private] Administrative Services / [Core] – [Public]/ [Private] Administrative Services / ESPP – [Public]/ [Private] Administrative Services / Cap Table – Private Administrative Services / Comprehensive ASC 718 – [Annual]/ [Semi-Annual]/ [Quarterly]/ [Monthly] Administrative Services / Activity Reporting - [Annual]/ [Semi-Annual]/ [Quarterly]/ [Monthly] Administrative Services / [Accounting/ Data Reconciliation] Administrative Services / Section 16 Filing & Administration [# of Filings Annually] Administrative Services / Section 16 Module Assistance for Self-Serve Customers Administrative Services / Data Transmission and Reconciliation Services [Monthly]/ [Quarterly]
Implementation Services:
Implementation Services / Equity- Plan Setup Only Implementation Services/ Equity – Standard Implementation Services/ Equity – Premier Implementation Services/ ESPP – Plan Setup Only Implementation Services/ Section 16 Setup Implementation Services/ Expense Reconciliation – Standard Implementation Services/ PSG – Portal Implementation – Premier Implementation Services/ HR/ Payroll Connector – Integration Equity – [Inbound]/ [Outbound] – Premier Implementation Services/ HR/ Payroll Connector – Integration for ESPP – [Inbound]/ [Outbound] – Premier Implementation Services/ Broker Connector – UDBI
Consulting Services:
Consulting Services/ Broker Manual Services EMS – Training – Bootcamp – Online EM Custom Training - [Onsite]/ [Web Based] EM Training – Participant Training - [Onsite]/ [Web Based] EM Training – Participant Training – Video EM Training – Participant Portal Guide EM Training – ESPP Training – Web Based EM Section 16 Training – Web Based EMS – PSG – Single Sign On (SSO) Setup Consulting Services – Other Tax Rates (Non-Recurring)

ADMINISTRATIVE SERVICES: EQUITY MANAGEMENT – VALUE (PUBLIC/PRIVATE)

VALUE - ADMINISTRATIVE SERVICES Full details provided in the Administrative Plan Procedures	Public - Value	Private -Value
General / Service		
Service Team inquiry management system for all customer related inquires	X	X
Quarterly check in calls for planned events (upcoming grants, releases, etc.)	X	X
Detailed plan settings review and due diligence analysis	X	X
Customized plan procedures	X	X
Security administrator and access role maintenance – includes Read Only access for all company users, and Read/Write for Certent administrative users	X	X
Annual service reviews	X	X
Data Maintenance – File Transfer and updates as instructed by customer		
FTP folder maintenance (passwords/access/etc.)	X	X
409A price updates as provided by Customer		X
Manual market price feed updates (as needed, as provided by customer)	X	
Input or import of tax withholding rates and updates as provided by Customer or the Customers Tax Rate Administration service provider.	X	X
Input of Customer provided Fair Value / Expense assumptions or grant level overrides (i.e., fair values, forfeiture percentages, volatility rates, etc.)	X	X
Database maintenance (i.e., lookup tables, plan set up, vesting schedules, notification messages, document library) as provided by customer	X	X
Demographic and indicative data loads (import or input of new Participants outside of the regular HR/Payroll automatic file feed process, i.e., non-employee Participants)	X	X
Termination processing verification and manual processing, as needed	X	X
Share plan reserve adjustments as provided by Customer	X	X
Section 16 and other insider Participant status field updates	X	X
Transfer processing (QDRO/Beneficiary, etc.)	X	X
Reporting		
Assist Customer with the set-up of ongoing administrative and financial batch reporting	X	X
Provide basic support for reporting issues and questions	X	X
Transaction Processing and Support as instructed by customer		
New grant loads utilizing Customer prepared import templates	X	X
New plan set up – support / portal / SSO	X	X
Online Grant Communications Center setup and maintenance utilizing standardized documents provided by Customer	X	X
Standard ISO/Non-Qualified split processing	X	X
Daily exercise monitoring as reported via broker interface	X	
Assistance with up to 10 non-captive broker transactions per year (fees may apply for additional transactions)	X	
Release processing for vesting restricted stock awards	X	X
Exercise settlement processing support contingent on funding confirmation from Broker or Customer	X	X
ISO disqualifying dispositions uploading from broker or Customer prepared import templates	X	X
Dividend processing and support for restricted stock awards	X	X
Blackout period and exercise preapproval setup and support. Customer responsible for notifying insightsoftware, broker(s) and participants of trading policy and black out period starting and ending dates	X	X
Security transaction input, upload, and maintenance	X	X

SPECIALTY OUT-OF-SCOPE SERVICES (additional fees apply)		
Set up and administration of new stock plans / award types not previously supported		
Complex document management		
Setup and maintenance of complex or manual Performance Awards		
Non-captive broker exercises in excess of 10 transactions included in-scope per year		
Complex grant modifications		
Complex ISO/Non-Qualified splits		
Corporate transactions (M&A, RIF), Security Splits, Option exchanges/re-pricings		
S1 or IPO support		
Financial Reporting Preparation (ASC718 services)		
Tax Support – DTA tracking and accruals, etc.		
Specialized Audit support		
Section 16 Filings (Forms 3, 4, 5)		
Proxy reporting		
Common stock outstanding reconciliation		
6039 reporting		
Customized reporting prepared outside of the Certent Platform		
Extensive rework associated with correcting data previously loaded into production		
CUSTOMER RESPONSIBILITIES		
Review and approval of all Customer requested changes in Certent (participant and grant data, terminations, grant overrides, portal configuration, document uploads and document changes, etc.)	X	X
Authorizations for administrative platform/data access (read only) by internal Customer personnel and third-party partners (transfer agent, broker, etc.)	X	X
Running of standard Administrative and Financial reports via Certent's reporting module as needed by Customer	X	X
Instructions for new and existing data updates (participant, awards, etc.) via customer prepared import templates.	X	X
New Grant data accuracy (participants, shares, vesting scheduled, etc.) against documented Board minutes.	X	X
Post-upload or input approval for new grants/awards, vesting/releases, modifications, ISO/NQ splits, etc.	X	X
Grant/award documents, plan documents, prospectuses, etc. to be used in the Online Grant Communication Center for grant notification and acceptance	X	X
Updates/modifications of existing documents used in the Online Grant Communication Center (Customer edited/updated documents provided to insightsoftware for upload/replacement of existing documents)	X	X
Additional follow up on unaccepted grants and awards	X	X
Cap Table reconciliation to outside ledgers		X
Preparation and delivery of electronic or physical stock certificates	X	X
Options/Awards/ESPP ASC 718 criteria set up and ongoing maintenance of fair value assumptions for Customer's applicable fiscal period expense accounting utilizing Read-Write access to Accounting tab in Certent	X	X
Participant service support outside of portal access	X	X
Timely and accurate transmission of data files	X	X
Data accuracy of all Participant and payroll information	X	X
Payroll processing	X	X
Market price review and validation for accuracy (outside of automated feeds)	X	X
409A Valuation – preparation and communication of updates		X
Accuracy of all applicable tax rates	X	X
Reconciliation with Transfer Agent	X	
Participant data validation (new and existing source data)	X	X
Termination processing instructions	X	X
Closing statement mailings to terminated Participants	X	X
Notification/authorization to insightsoftware of/for Section 16 and insider Participant status changes	X	X
QDROs and beneficiary transfers instructions & Beneficiary designation tracking (if applicable)	X	X
Dividend data for dates and rates to insightsoftware for execution in the Certent Platform	X	X
Blackout period instructions. Customer responsible for notifying insightsoftware, broker(s) and participants of black out period starting and ending dates	X	X
Notification of performance metrics attained/not attained, if applicable	X	X
Reconciliation of Customer payroll withholding tax and PIC settlement proceeds from monthly stock transactions	X	X

Stock plan related journal entries and financial reporting functions (ASC-718)	X	X
Disqualifying disposition (DD) survey questionnaire distribution and collection and preparation of DD import template for upload to insightsoftware	X	X
Disqualifying disposition payroll processing for Form W2/1099 reporting	X	
6039 filings and Participant statement delivery	X	X

ADMINISTRATIVE SERVICES: EQUITY MANAGEMENT – CORE (PUBLIC/PRIVATE)

CORE ADMINISTRATIVE SERVICES Full details provided in the Administrative Plan Procedures	Public - Core	Private -Core
General / Service		
Dedicated Client Service Manager for inquiries and planned events (upcoming grants, releases, etc.)	**X**	**X**
Recurring check in calls with action log for open items and planned events (upcoming grants, releases, etc.)	**X**	**X**
Detailed plan settings review and due diligence analysis	**X**	**X**
Customized plan procedures	**X**	**X**
Security administrator and access role maintenance – includes Read Only access for all company users, and Read/Write for Certent administrative users	**X**	**X**
Annual service reviews	**X**	**X**
Data Maintenance – File Transfer and updates as provided by customer		
FTP folder maintenance (passwords/access/etc.)	**X**	**X**
File monitoring of all automated data feeds (i.e. HR/Payroll, Broker), Assist in identifying and researching errors	**X**	**X**
409A price updates as provided by Customer		**X**
Manual market price feed updates (as needed)	**X**	
Input or import of tax withholding rates and updates as provided by Customer or the Customers Tax Rate Administration service provider.	**X**	**X**
Input of Customer provided Fair Value / Expense assumptions or grant level overrides (i.e., fair values, forfeiture percentages, volatility rates, etc.)	**X**	**X**
Database maintenance (i.e., lookup tables, plan set up, vesting schedules, notification messages, document library)	**X**	**X**
Demographic and indicative data loads (import or input of new Participants outside of the regular HR/Payroll automatic file feed process, i.e., non-employee Participants)	**X**	**X**
Termination processing verification and manual processing, as needed	**X**	**X**
Share plan reserve adjustments as provided by Customer	**X**	**X**
Section 16 and other insider Participant status field updates	**X**	**X**
Transfer processing (QDRO/Beneficiary, etc.)	**X**	**X**
Reporting		
Assist Customer with the set-up of ongoing administrative and financial batch reporting (schedule and run reports)	**X**	**X**
Provide basic support for reporting issues and questions	**X**	**X**
Transaction Processing and Support as instructed by customer		
New grant loads utilizing Customer prepared import templates	**X**	**X**
New plan set up – support / portal / SSO	**X**	**X**
Online Grant Communications Center setup and maintenance utilizing standardized documents provided by Customer	**X**	**X**
Standard ISO/Non-Qualified split processing	**X**	**X**
Daily exercise monitoring as reported via broker interface	**X**	

Assistance with up to 10 non-captive broker transactions per year (fees may apply for additional transactions)	**X**	
Release processing for vesting restricted stock awards	**X**	**X**
DWAC processing and coordination with transfer agent for exercises and releases	**X**	
Exercise settlement processing support contingent on funding confirmation from Broker or Customer	**X**	**X**
ISO disqualifying dispositions uploading from broker or Customer prepared import templates	**X**	**X**
Dividend processing and support for restricted stock awards	**X**	**X**
Blackout period and exercise preapproval setup and support. Customer responsible for notifying insightsoftware, broker(s) and participants of trading policy and black out period starting and ending dates	**X**	**X**
Security transaction input, upload, and maintenance	**X**	**X**

SPECIALTY OUT-OF-SCOPE SERVICES (additional fees apply)		
Set up and administration of new stock plans / award types not previously supported		
Complex document management		
Setup and maintenance of complex or manual Performance Awards		
Non-captive broker exercises in excess of 10 transactions included in-scope per year		
Complex grant modifications		
Complex ISO/Non-Qualified splits		
Corporate transactions (M&A, RIF), Security Splits, Option exchanges/re-pricings		
S1 or IPO support		
Financial Reporting Preparation (ASC718 services)		
Tax Support – DTA tracking and accruals, etc.		
Specialized Audit support		
Section 16 Filings (Forms 3, 4, 5)		
Proxy reporting		
Common stock outstanding reconciliation		
6039 reporting		
Customized reporting prepared outside of the Certent Platform		
Extensive rework associated with correcting data previously loaded into production		
CUSTOMER RESPONSIBILITIES		
Review and approval of all Customer requested changes in Certent (participant and grant data, terminations, grant overrides, portal configuration, document uploads and document changes, etc.)	X	X
Authorizations for administrative platform/data access (read only) by internal Customer personnel and third-party partners (transfer agent, broker, etc.)	X	X
Running of standard Administrative and Financial reports via Certent's reporting module as needed by Customer	X	X
Instructions for new and existing data updates (participant, awards, etc.) via customer prepared import templates.	X	X
New Grant data accuracy (participants, shares, vesting scheduled, etc.) against documented Board minutes.	X	X
Post-upload or input approval for new grants/awards, vesting/releases, modifications, ISO/NQ splits, etc.	X	X
Grant/award documents, plan documents, prospectuses, etc. to be used in the Online Grant Communication Center for grant notification and acceptance	X	X
Updates/modifications of existing documents used in the Online Grant Communication Center (Customer edited/updated documents provided to insightsoftware for upload/replacement of existing documents)	X	X
Additional follow up on unaccepted grants and awards	X	X
Cap Table reconciliation to outside ledgers		X
Preparation and delivery of electronic or physical stock certificates	X	X
Options/Awards/ESPP ASC 718 criteria set up and ongoing maintenance of fair value assumptions for Customer's applicable fiscal period expense accounting utilizing Read-Write access to Accounting tab in Certent	X	X
Participant service support outside of portal access	X	X
Timely and accurate transmission of data files	X	X
Data accuracy of all Participant and payroll information	X	X
Payroll processing	X	X
Market price review and validation for accuracy (outside of automated feeds)	X	X
409A Valuation – preparation and communication of updates		X
Accuracy of all applicable tax rates	X	X
Reconciliation with Transfer Agent	X	

Participant data validation (new and existing source data)	X	X
Termination processing instructions	X	X
Closing statement mailings to terminated Participants	X	X
Notification/authorization to insightsoftware of/for Section 16 and insider Participant status changes	X	X
QDROs and beneficiary transfers instructions & Beneficiary designation tracking (if applicable)	X	X
Dividend data for dates and rates to insightsoftware for execution in the Certent Platform	X	X
Blackout period instructions. Customer responsible for notifying insightsoftware, broker(s) and participants of black out period starting and ending dates	X	X
Notification of performance metrics attained/not attained, if applicable	X	X
Reconciliation of Customer payroll withholding tax and PIC settlement proceeds from monthly stock transactions	X	X
Stock plan related journal entries and financial reporting functions (ASC-718)	X	X
Disqualifying disposition (DD) survey questionnaire distribution and collection and preparation of DD import template for upload to Certent	X	X
Disqualifying disposition payroll processing for Form W2 reporting	X	
6039 filings and Participant statement delivery	X	X

ADMINISTRATIVE SERVICES: EQUITY MANAGEMENT – Partial/ One-Time

CORE ADMINISTRATIVE SERVICES (Public/ Private) (Partial/ One-Time) Full details provided in the Administrative Plan Procedures
General / Service
Detailed plan review and due diligence analysis
Customized plan procedures
Security administrator and access role maintenance – for Customer and insightsoftware administrative users
Annual service reviews
Issuer service and support for inquiries and planned events (upcoming grants, releases, etc.)
Data Maintenance – File Transfer and updates
FTP folder maintenance (passwords/access/etc.)
File monitoring of all automated data fees (i.e. HR/Payroll, Broker). Assist in identifying and researching errors.
409A price updates as provided by Customer
Manual market price feed updates (as needed)
Input or import of tax withholding rates and updates as provided by Customer or the Customers Tax Rate Administration service provider
Input of Customer provided Fair Value / Expense assumptions or grant level overrides (i.e., fair values, forfeiture percentages, volatility rates, etc.)
Database maintenance (i.e., lookup tables, plan set up, vesting schedules, notification messages, document library)
Demographic and indicative data loads (import or input of new Participants outside of the regular HR/Payroll automatic file feed process, i.e., non-employee Participants)
Termination processing verification and manual processing, as needed
Share plan reserve adjustments as provided by Customer
Section 16 and other insider Participant status field updates
Transfer processing (QDRO/Beneficiary, etc.)
Reporting
Assist Customer with the set-up of ongoing administrative and financial batch reporting (schedule and run reports)
Provide basic support for reporting issues and questions
Transaction Processing and Support
New grant loads utilizing Customer prepared import templates
New plan set up – support / portal / SSO
Online Grant Communications Center set up and maintenance utilizing standardized documents provided by Customer
Standard ISO/Non-Qualified split processing
Daily exercise monitoring as reported via broker interface
Assistance with up to 10 non-captive broker transactions per year (fees may apply for additional transactions)

	Release processing for vesting restricted stock awards
	DWAC processing and coordination with transfer agent for exercises and releases
	Exercise settlement processing contingent on funding confirmation from Broker or Customer
	Equity award repurchase processing
	ISO disqualifying dispositions upload from broker or Customer prepared import templates
	Dividend processing and support for restricted stock awards
	Blackout period and exercise preapproval setup and support. Customer responsible for notifying Certent, broker(s) and participants of black out period starting and ending dates
	Security transaction input, upload, and maintenance
ESPP Specific (if applicable)	
	Plan set up (offering, contribution and enrollment period maintenance)
	Eligibility set up (via import or HR/Payroll feed)
	Enrollment support (Certent automated or Customer managed enrollment process)
	Final contribution processing in Customer provided import template
	Purchase processing
	Refund file distribution to customer for payroll processing
	DWAC processing and coordination with Transfer Agent
	Disqualifying disposition upload from broker or Customer prepared import templates

ADMINISTRATIVE SERVICES: ESPP

CORE ADMINISTRATIVE SERVICES FOR ESPP ADMINISTRATION Full details provided in the Administrative Plan Procedures	Public	Private
General / Service		
Detailed plan review and due diligence analysis	X	X
Customized ESPP plan procedures	X	X
Security Administrator and access role maintenance – includes Read Only access for all company users, and Read/Write for insightsoftware administrative users	X	X
Annual Service Reviews	X	X
Issuer service and support for inquiries and planned events (upcoming offering periods, purchases, etc.)	X	X
Data Maintenance – File Transfer and updates		
FTP folder maintenance (passwords/access/etc.)	X	X
File monitoring of all automated data feeds (i.e. HR/Payroll, broker) – Assist in identifying and researching errors	X	X
Manual market price feed updates (as needed)	X	X
Input or import of tax withholding rates and updates as provided by Customer or the Customers Tax Rate Administration service provider	X	X
Input of Customer provided Fair Value / Expense assumptions or grant level overrides (i.e., fair values, forfeiture percentages, volatility rates, etc.)	X	X
Database maintenance (i.e., lookup tables, plan set up, offering periods, notification messages, document library)	X	X
Demographic and indicative data loads (import or input of new Participants outside of the regular HR/Payroll automatic file feed process, i.e., non-employee Participants)	X	X
Termination processing verification and manual processing, as needed	X	X
Share plan reserve adjustments as provided by Customer	X	X
Section 16 and other Insider Participant status field updates	X	X
Reporting		

Assist Customer with the set-up of ongoing administrative and financial batch reporting (schedule and run reports)	X	X
Provide basic support for reporting issues and questions	X	X
Transaction Processing and Support		
Plan set up (offering, contribution and enrollment period maintenance)	X	X
Eligibility set up (via import or HR/Payroll feed)	X	X
Enrollment support (Certent automated via the participant portal or Customer managed enrollment process)	X	X
Final contribution processing from Customer provided audited and verified import template	X	X
Purchase processing	X	X
Refund file distribution to customer for payroll processing.	X	X
DWAC processing and coordination with Transfer Agent	X	
Blackout period and exercise preapproval setup and support. Customer responsible for notifying insightsoftware, broker(s) and participants of black out period starting and ending dates	X	X
SPECIALTY OUT-OF-SCOPE SERVICES (additional fees apply)		
Set up and administration of new stock plans not previously supported		
Security splits		
Corporate transactions (M&A, RIF)		
Financial Reporting Support		
Tax Support – APIC pools, DTA, etc.		
Audit support		
Section 16 Filings (Form 3, 4, 5)		
Proxy reporting		
Common stock outstanding reconciliation		
6039 reporting		
Customized reporting prepared outside of the Certent Platform		
CUSTOMER RESPONSIBILITIES		
Authorizations for administrative platform/data access (read only) by internal Customer personnel and third-party partners (transfer agent, broker, etc.)	X	X
Completion of any pre-recorded courses maintained on insightsoftware's online Learning Management Center (Accounting Setup, Reporting, etc.)	X	X
Self-execution of all Certent Platform available reports via reporting module as needed by Customer	X	X
Participant service support outside of portal access	X	X
Data accuracy of all Participant and payroll information	X	X
Timely and accurate transmission of data files for processing		
Market Prices validation and accuracy	X	X
409A Valuation – preparation and communication of updates		X
Termination processing instructions	X	X
Notification/authorization to insightsoftware of/for Section 16 and insider Participant status changes	X	X
Review and approval of all Customer requested changes in Certent (participant and grant data, terminations, grant overrides, portal configuration, document uploads and document changes, etc.)	X	X
Self-execution of all Certent Platform available reports via reporting module as needed by Customer, including financial, tax and accounting reporting.	X	X
ESPP ASC 718 criteria set up and ongoing maintenance of fair value assumptions for Customer's applicable fiscal period expense accounting utilizing Read-Write access to FAS123R tab in Certent	X	X
Closing statement mailings to terminated Participants	X	X
Beneficiary designation tracking (if applicable)	X	X
Blackout period instructions. Customer responsible for notifying insightsoftware, broker(s) and participants of blackout period starting and ending dates	X	X
ESPP plan details for set up including offering and purchase periods parameters	X	X
Eligibility parameters and Participant data in Customer prepared import templates	X	X
Enrollment information if Customer prepared import templates if enrollment is managed outside of the Certent Platform	X	X
Distribution of required Plan document, Prospectus, etc. information to ESPP Participants	X	X
Final enrollment file and contribution file in Customer provided import templates (audited, verified and approved for import	X	X

Fractional share refund processing audit and approval	**X**	**X**
Disqualifying disposition (DD) survey questionnaire distribution and collection and preparation of DD import template for upload to Certent, if applicable	**X**	**X**
Disqualifying disposition payroll processing for Form W2 reporting	**X**	**X**
6039 filings and Participant statement delivery	**X**	**X**

ADMINISTRATIVE SERVICES: CAP TABLE - PRIVATE

CAP TABLE – PRIVATE Insert Frequency: (i.e. Monthly, Quarterly, Semi Annual, or Annual)
Reconciliation of Cap Table between Certent and Customer provided tables. This process may be subject to additional fees if all data elements needed for a comparison are not provided
Review and validation of Certent platform generated Cap Table reports. Selection of reports to be defined at implementation
Service delivery timeframes established and agreed upon during implementation with Administration Services Team
CUSTOMER RESPONSIBILITIES
Communication of Authorized Share adjustments
Instructions for all stock transfers (transferee name and addresses, number of shares, purchase prices, balance transfer amounts, etc.)
Preparation and delivery of electronic or physical stock certificates

ADMINISTRATIVE SERVICES: COMPREHENSIVE ASC 718

ASC 718 SERVICES (Fair Value Calculation & Expense Accounting Insert Frequency: (i.e. Monthly, Quarterly, Semi Annual, or Annual)
Assist in the determination of all assumptions for Black Scholes valuation of option grants including; expected term, volatility, risk free rate and dividend yield. Customer assumes all managerial decisions on input variables.
Produce and validate reports for Valuation of all equity award types: Options, RSUs, RSAs, SARs and performance-based Options or Awards.
Assist in determination of Forfeiture Rate if requested. Customer assumes all managerial decisions on input.
Deliver standard system reports for required Disclosures via secured FTP site. . Any custom reporting requested may be subject to additional fees
Deliver standard system reports for stock-based compensation via secured FTP site. Validate current period reports are accurate. Reconcile prior period to current period, and provide explanation/course of action for all changes
Deliver standard system reports for EPS and Deferred Tax if requested via secured FTP site. Any custom reporting requested may be subject to additional fees.
Assist in setup of complex performance-based awards and provide guidance on system functionality for reporting.
Deliver standard system Capitalization Table reports via secured FTP site, if applicable. Any custom reporting requested may be subject to additional fees.
Service delivery according to established timeframes during implementation. Customer will have full access to run reports as needed outside the timeline agreed to. insightsoftware prepared reporting packages in excess of two per reporting period may be subject to additional fees, if resulting from data changes.
Guidance related to system functionality and reporting calculation as needed.
Customization of existing or creation of new reports may incur additional fees based on the scope of the request.
OUT OF SCOPE SERVICES
Type I – Type VI Modification Accounting and memo if needed
Monte Carlo or other lattice valuation/calculation
409A Valuation Services – preparation, calculation and communication
Complex valuations
Annual Statement of Shareholder Equity; Statement of Cash Flow; Balance Sheet
Warrant accounting
Convertible debt instruments
Hedges
Off-period reporting analysis outside of contracted frequency
Annual data audit support may be subject to additional fees

ADMINISTRATIVE SERVICES: ACTIVITY REPORTING

ACTIVITY REPORTING Insert Frequency: (i.e. Monthly, Quarterly, Semi Annual, or Annual)
Deliver standard system reports for equity activity as applicable: new awards, exercises, releases, terminations, cancellations, performance factors.
Reconcile activity to confirm that all grants/awards are in balance.
Deliver standard Plan Share Reserve History – tracks status of plan reserves
Delivery of all reports via secure ftp site.
Service delivery according to established timeframes during implementation. Customer will have full access to run reports as needed outside the timeline agreed to. insightsoftware prepared reporting packages in excess of two per reporting period may be subject to additional fees, if resulting from data changes.
Customization of existing or creation of new reports may incur additional fees based on the scope of the request.
CUSTOMER RESPONSIBILITES
Ensure that all activity is loaded prior to report period close
Communicate any events that may impact ability for insightsoftware to deliver reports as scheduled
Accounting Reports related to valuation, stock-based compensation, EPS or Deferred Tax
Modification Accounting to include Type I – Type VI accounting analysis and memo if needed
409A Valuation Services – preparation and update
Annual Statement of Shareholder Equity; Statement of Cash Flow; Balance Sheet
Warrant accounting
Convertible debt instruments
Hedges
Off-period reporting analysis outside of contracted frequency
Annual data audit support

ADMINISTRATIVE SERVICES: ACCOUNTING/ DATA RECONCILIATION

ACCOUNTING RECONCILIATION
Review the accounting setup on the Certent Platform to identify any inconsistency with Customer's policies and business requirements
Identify calculation differences between the Certent Platform and Customer's internal reporting in computing compensation cost and corporate income tax accounting information
Provide written narratives and sample calculations to assist Customer in understanding the calculation differences
Quantify the differences in the compensation cost and tax effects as computed by the Certent Platform and Customer's internal reporting
Provide alternative solutions to address complex accounting and reporting issues (if any)
Service delivery timeframes established and agreed upon during implantation with Administration Services Team
CUSTOMER RESPONSIBILITIES
Designate key employee from accounting, administration and payroll to interact with insightsoftware during the reconciliation process
Respond to additional data questions in agreed upon format(s) in timely manner
Customer is responsible for all managerial decisions within the scope of the data reviewed

DATA RECONCILIATION **One data reconciliation is included as part of the standard conversion**
Identify data anomalies via standard data test as of freeze date.
Provide data audit results that identify any issues, and determine course of action to resolve. Based on number and complexity of corrections, additional statement of work may be required.
Includes 10 hours of labor for data corrections identified as part of the audit.
Reconcile activity to confirm that all grants/awards are in balance.
Provide insightsoftware reconciliation reports for Customer Review and sign off
Additional reconciliations required may be subject to additional fees and separate statement of work
CUSTOMER RESPONSIBILITIES
Designate key employee from accounting, administration and payroll to interact with insightsoftware during the reconciliation process
Respond to additional data questions in agreed upon format(s) in timely manner
Customer is responsible for all managerial decisions required to address potential issues identified

ADMINISTRATIVE SERVICES: SECTION 16 FILING & ADMINISTRATION

SECTION 16 FILING & ADMINISTRATION
Creation of SEC forms 3, 3/A, 4, 4/A, 5 or 5/A
Posting footnotes and remarks to SEC forms as provided by Customer
Electronic filing of SEC forms via connectivity between Certent and EDGAR
Preparation and filing of Amendments for previously filed forms, as needed
Maintenance of Section 16 status fields in Certent participant records as directed by Customer
Maintenance of Section 16 Insiders' CIKs, contact information, etc., held in the Section 16 Filer as directed by Customer
Entry and maintenance of Section 16 applicable transactions tracked outside of Certent Equity Administration application into Section 16 Filer as directed by Customer
OUT OF SCOPE SERVICES
Manual filing of forms using any tool other than the connectivity between Certent and EDGAR
CUSTOMER RESPONSIBILITIES
Provision of all data for implementation of the Customer on the Section 16 Filer
Validation of Section 16 Insider status
Review and approval of data preparation prior to initial filing by Certent Section 16 Filing and Administration Services
Notification of Section 16 applicable transactions not tracked within Certent Equity Administration application
Notification of new Section 16 insiders, terminated Section 16 insiders, etc.
Notification of changes to Section 16 insiders' CIKs, contact information, etc., held in the Section 16 Filer
Section 16 footnote and remarks to be used in applicable SEC forms
Review and approval of SEC forms prepared by insightsoftware
Provision of Customer authorized signatures to be appended to SEC forms

ADMINISTRATION SERVICES: SECTION 16 MODULE ASSISTANCE FOR SELF-SERVE CUSTOMERS

SECTION 16 MODULE ASSISTANCE FOR SELF-SERVE CLIENTS	Services Included	Client Responsibility
insightsoftware Admin team will set up new Section 16 participant within the Section 16 module	X	
insightsoftware Admin team will create Form 3, 4, and 5 via Section 16 module, add footnotes as needed for the following: • New or terminated Section 16 participants • Equity and Non-equity transactions • Year-end recap • Amendments	X	
insightsoftware Admin team files directly with EDGAR via Section 16 module	X	
insightsoftware Admin team will file amendments as directed by the client	X	
Client responsible for alerting insightsoftware of Section 16 Participant Changes: • New Section 16 Participant • Terminated Section 16 Participant (after reporting period has expired) • Changes to CIK of CCC numbers		X
Client to maintain EM database of all Section 16 related activity		X
Client to review all forms for accuracy, including footnotes, and provide written authorization to file		X
Client to initiate all amendments as needed		X

ADMINISTRATIVE SERVICES: DATA TRANSMISSION AND RECONCILIATION SERVICES (MONTHLY/QUARTERLY)

"Data Transmission and Reconciliation Services" means Subscription Service provided by insightsoftware where insightsoftware retrieves, stages, and migrates the data supplied by the Customer onto the Certent Platform and then reconciles the data. Customer (or its authorized agent) will provide a data extract based on Customer's data to insightsoftware in a predetermined format as mutually agreed. insightsoftwarewill stage the data in tables, mapped to Certent layouts, and then perform audit checks to find any errors in the transactional and demographic data. Thereafter, Customer (or its authorized agent) will send data via FTP with PGP encryption on a monthly or quarterly basis as set forth in the Order Form by 6:00 a.m. EDT on the first business day of each month or quarter as applicable. insightsoftwarewill then retrieve the data, stage the data in tables, migrate the data to the Certent Platform and reconcile the data between the systems ensuring all data has been properly loaded. insightsoftwarewill retrieve, stage, migrate and reconcile the data within a forty-eight (48) hour turnaround such that it is available to Customer to run reports in Certent at the end of the turnaround, where "turnaround" refers to the length of time it takes calculated from the first business hour that insightsoftware receives the data from Customer.

DATA RECONCILIATION **Insert Data Refresh Frequency (Monthly, Quarterly)**
Retrieve and stage Customer data in tables as defined in implementation
Migrate Customer data to Equity Management (EM) Module
Research and resolve any data load failures with Customer assistance as required
Reconcile activity to confirm that all grants/awards have been properly loaded to EM module
Provide insightsoftware reconciliation reports for Customer review and sign off Additional reconciliations may be subject to fees and separate statement of work
Provide Technical support for standard system reports and report customization currently available through the EM Module.
Updates to Customer's data: Customer may, up to 5 times in a billing year, request an update using SQL scripts ("Script Update") to the data contained in Customer's Certent Equity Management System database. Script Updates are subject to scoping and testing prior to approval.
Updates requested by customer that cannot be accomplished using a Script Update, or updates that exceed the 5 allotted Script Updates per billing year, may be subject to fees by insightsoftware's Professional Services team ("Consulting Services").
All corporate actions that affect Customer's database – stock splits, mergers, acquisitions, and other similar corporate actions – are excluded from the allotted 10 Script Updates. All corporate actions that affect Customer's database should be discussed with insightsoftware's Professional Services team in advance of the corporate action event date.
CUSTOMER RESPONSIBILITIES
Customer or designated agent to provide a data extract(s) of customer's data in predetermined format, by 6:00 am EDT on a mutually agreed schedule
Designate key employee from accounting interact with insightsoftware during the reconciliation process
Respond to additional data questions in in timely manner
Customer is responsible for all managerial decisions required to address potential issues identified

IMPLEMENTATION SERVICES: EQUITY – PLAN SETUP ONLY

EQUITY IMPLEMENTATION SERVICE PACKAGES	Plan Setup Only
Telephonic kick-off meeting with Customer to outline process and define roles and responsibilities	X
Create and configure Customer as a company on the Certent Platform with at least one stock option administrator as named in writing by Customer	X
Configure SFTP folder and password for the upload of Customer Data and make available to Customer	X
Provide electronic templates and instructions for their use in uploading Customer Data to the Certent Platform	X
Provide a project plan defining the tasks, owners and target dates needed for implementation	X
Provide periodic status calls	X
Assign a project manager responsible for updating project plans, conducting periodic status update calls and managing the project timeline.	X
Provide up to the specified number of hours of data clean up of source data:	N/A No Data Conversion as Plan Setup Services Only
Provide Data Conversion Services and Data Reconciliation Services (as defined below)	N/A No Data Conversion as Plan Setup Services Only
Load the required Customer Data into the templates provided and into the Certent Platform	N/A No Data Conversion as Plan Setup Services Only
Schedule Go Live Check Out Call to review ongoing Support Process	X
Provide access to the Certent Online Training Modules	X
CUSTOMER RESPONSIBILITIES	
Designate appropriate personnel to lead the implementation project; a key employee is needed from administration, accounting and payroll as well as an executive sponsor. By default, the executive sponsor assigned is the Agreement or Order Form signer unless otherwise specified by Customer.	X
Attend all project meetings to ensure project stays on time	X
Ensure that the appropriate employees complete the Certent Online Training	X
Provide all necessary information required to install Customer's data on the Certent Platform.	X

Limitations. The following limitations apply to the Implementation Services: (1) the addition of requirements not outlined in this Attachment may be subject to an additional charge for implementation or Professional Services by insightsoftware; the Parties must mutually agree in writing to such charges and work prior to the commencement; (2) implementation Services are limited to the implementation and use of the subscription Services and insightsoftware does not provide recommendations or suggestions as to the way(s) that equity compensation can/ may be used to achieve a particular goal; (3) for Data Conversion Services (as defined below), the historical data to be converted and reconciled is based on a mutually agreed "freeze date" from one data source unless otherwise specified in the Order Form, which is the date on which the data is delivered to insightsoftware or its authorized subcontractor; any conversion/reconciliation cycles to handle transactions occurring after the freeze date or additional data sources not specified in the Order Form are outside the scope, and may result in overage charges at insightsoftware's then-current time and material rates; (4) the fee for implementation Services in the Order Form includes reasonable time for assisting with data cleansing; any data cleansing (*i.e.*, employee demographic changes, incorrect hire or grant dates) that goes beyond hours stated for selected package may result in overage charges at insightsoftware's then-current time and material rates; (5) any Accounting Reconciliation or Tax Reconciliation services not specified in order may result in additional charges; and (6) implementation Services must be completed within four months from the Order Form Effective Date unless otherwise approved by insightsoftware; thereafter, if any Implementation Services are required, Customer shall pay to insightsoftware a fee of 50% of initial Implementation Fees for such additional Implementation Services for every two months (or portion thereof) in excess of original 4 month implementation period until Customer's implementation is complete and Customer no longer requires insightsoftware's Implementation Services; insightsoftware will invoice Customer for these additional fees at the beginning of each two month period and Customer will pay in accordance with the Agreement.

Data Conversion Services means converting and migrating Customer's stock plan historical data to the Certent Platform; this involves converting all transactional data from Customer's third party or in-house database to Certent formats, uploading into Certent, and reconciling shares granted, vested, outstanding, exercised, and forfeited (accuracy will impact both the accounting outputs and the actual award values). Data freeze date will be established once all data to be converted is received. Data Conversion Services will not begin until all data to be converted is delivered to insightsoftware unless otherwise approved by insightsoftware. Data Conversion Services are to be converted from

one data source unless otherwise specified in Order Form. **Data Reconciliation** means (1) identify data differences between the data converted to the Certent Platform and data as of freeze date provided from Customer's prior equity administration source system; (2) provide written conversion summary document to assist Customer in understanding any expected differences; (3) provide insightsoftware reconciliation reports for Customer review and sign off. One data reconciliation is included as part of the standard conversion. Additional reconciliations required may require a separate scope and statement of work.

These Services will expire 365 days from Order Form Effective Date.

IMPLEMENTATION SERVICES: EQUITY – STANDARD

EQUITY IMPLEMENTATION SERVICE PACKAGES	
Telephonic kick-off meeting with Customer to outline process and define roles and responsibilities	X
Configure Customer as a company on the Certent Platform with at least 1 stock option admin named in writing by Customer	X
Configure SFTP folder and password for the upload of Customer Data and make available to Customer	X
Provide electronic templates and instructions for their use in uploading Customer Data to the Certent Platform	X
Provide a project plan defining the tasks, owners and target dates needed for implementation	X
Provide periodic status calls	X
Assign a project manager responsible for updating and managing project plan timeline and conducting periodic status calls	X
Provide Data Conversion Services (as defined below)	X
Load the required Customer Data into the Certent Platform based on standard Certent template provided by Customer	X
Provide up to the specified number of hours of data clean up of source data:	1 hour
Schedule Go Live Check Out Call to review ongoing Support Process	X
Provide access to the Certent Online Training Modules	X
CUSTOMER RESPONSIBILITIES	
Designate appropriate personnel to lead the implementation project; a key employee is needed from administration, accounting and payroll as well as an executive sponsor. By default, the executive sponsor assigned is the Agreement or Order Form signer unless otherwise specified by Customer.	X
Attend all project meetings to ensure project stays on time	X
Ensure that the appropriate employees complete the Certent Online Training Modules	X
Provide award and transactional data to Certent standard template format. Insightsoftware will not accept data in the following formats (.doc, .pdf or paper formats).	X
Review & sign off on data reconciliation reports provided by insightsoftware in timely manner	X
Make certain that the loaded Customer Data is complete and accurate. Note some legacy systems create the need for 'work around entries' in the pre-existing data. The greater control logic available in the Certent Platform may identify data that require correction which the legacy system did not identify as errata. The prompt correction of these items is important for accurate award control and accounting.	X
Review system outputs and promptly advise insightsoftware within 30 days after the go live date of any errors or anomalies; Customer will work with insightsoftware support personnel to determine the root cause of the anomaly and will work together to determine a course of corrective action.	X
Provide all necessary information required to install Customer's data on the Certent Platform.	X

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Data Conversion Services means converting and migrating Customer's stock plan historical data to the Certent Platform; this involves converting all transactional data from Customer's third party or in-house database to Certent formats, uploading into Certent, and reconciling shares granted, vested, outstanding, exercised, and forfeited (accuracy will impact both the accounting outputs and the actual award values). Data freeze date will be established once all data to be converted is received. Data Conversion Services will not begin until all data to be converted is delivered to insightsoftware unless otherwise approved by insightsoftware. Data Conversion Services are to be converted from one data source unless otherwise specified in Order Form. **Data Reconciliation** means (1) identify data differences between the data converted to the Certent Platform and data as of freeze date provided from Customer's prior equity administration source system; (2) provide written conversion summary document to assist Customer in understanding any expected differences; (3) provide insightsoftware reconciliation reports

for Customer review and sign off. One data reconciliation is included as part of the standard conversion. Additional reconciliations or expense reconciliations required may require a separate scope and statement of work.

IMPLEMENTATION SERVICES: EQUITY – PREMIER

EQUITY IMPLEMENTATION SERVICE PACKAGES	
Telephonic kick-off meeting with Customer to outline process and define roles and responsibilities	X
Configure Customer as a company on the Certent Platform with at least 1 stock option admin named in writing by Customer	X
Configure SFTP folder and password for the upload of Customer Data and make available to Customer	X
Provide electronic templates and instructions for their use in uploading Customer Data to the Certent Platform	X
Provide a project plan defining the tasks, owners and target dates needed for implementation	X
Provide periodic status calls	X
Assign a project manager responsible for updating and managing project plan timeline and conducting periodic status calls	X
Provide Data Conversion Services (as defined below)	X
Load the required Customer Data into the templates provided and into the Certent Platform	X
Provide up to the specified number of hours of data clean-up of source data:	1 hour
Schedule Go Live Check Out Call to review ongoing Support Process	X
Provide access to the Certent Online Training Modules	X
CUSTOMER RESPONSIBILITIES	
Designate appropriate personnel to lead the implementation project; a key employee is needed from administration, accounting and payroll as well as an executive sponsor. By default, the executive sponsor assigned is the Agreement or Order Form signer unless otherwise specified by Customer.	X
Attend all project meetings to ensure project stays on time	X
Ensure that the appropriate employees complete the Certent Online Training Modules	X
Provide award and transactional data to Certent in agreed upon format(s) in timely manner. insightsoftware will not accept data in the following formats (.doc, .pdf or paper formats).	X
Review & sign off on data reconciliation reports provided by insightsoftware in timely manner	X
Make certain that the loaded Customer Data is complete and accurate. Note some legacy systems create the need for 'work around entries' in the pre-existing data. The greater control logic available in the Certent Platform may identify data that require correction which the legacy system did not identify as errata. The prompt correction of these items is important for accurate award control and accounting.	X
Review system outputs and promptly advise insightsoftware within 30 days after the go live date of any errors or anomalies; Customer will work with insightsoftware support personnel to determine the root cause of the anomaly and will work together to determine a course of corrective action.	X
Provide all necessary information required to install Customer's data on the Certent Platform.	X

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Customer no longer requires insightsoftware's Implementation Services; insightsoftware will invoice Customer for these additional fees at the beginning of each two month period and Customer will pay in accordance with the Agreement.

Data Conversion Services means converting and migrating Customer's stock plan historical data to the Certent Platform; this involves converting all transactional data from Customer's third party or in-house database to Certent formats, uploading into Certent, and reconciling shares granted, vested, outstanding, exercised, and forfeited (accuracy will impact both the accounting outputs and the actual award values). Data freeze date will be established once all data to be converted is received. Data Conversion Services will not begin until all data to be converted is delivered to insightsoftware unless otherwise approved by insightsoftware. Data Conversion Services are to be converted from one data source unless otherwise specified in Order. **Data Reconciliation** means (1) identify data differences between the data converted to the Certent Platform and data as of freeze date provided from Customer's prior equity administration source system; (2) provide written conversion summary document to assist Customer in understanding any expected differences; (3) provide insightsoftware reconciliation reports for Customer review and sign off. One data reconciliation is included as part of the standard conversion. Additional reconciliations or expense reconciliations required may require a separate scope and statement of work.

IMPLEMENTATION SERVICES: ESPP

ESPP IMPLEMENTATION SERVICE PACKAGES	Setup Only	Standard	Premier
• Telephonic kick-off meeting with Customer to outline process and define roles and responsibilities	X	X	X
▪ Configure SFTP folder and password for the upload of Customer Data and make available to Customer	X	X	X
▪ Provide electronic templates and instructions for their use in uploading Customer Data to the Certent Platform	X	X	X
▪ Provide access to the Certent online training videos	X	X	X
▪ Assign a project manager responsible for updating project plans, conducting periodic status update calls and managing the project timeline.	X	X	X
▪ Provide Data Conversion Services (as defined below). The following historical data files will be imported onto the Certent Platform using required Certent data templates:			
ESPP Plan Setup & Offering Period Setup	X	X	X
Load Eligibility & Enrollment Records	N/A	X	X
Load Contributions	N/A	X	X
Load Historical Purchase Records & Data	N/A	X	X
▪ Provide up to 1 hour of data clean-up of source data:	N/A	X	X
CUSTOMER RESPONSIBILITIES			
Designate appropriate personnel to lead the implementation project; a key employee is needed from administration, accounting and payroll as well as an executive sponsor. By default, the executive sponsor assigned is the Agreement or Order Form signer unless otherwise specified by Customer.	X	X	X
Attend all project meetings to ensure project stays on time	X	X	X
Ensure that the appropriate employees complete the Certent online video training	X	X	X
Provide source data to Certent standard template format in timely manner. insightsoftware will not accept data in the following formats (.doc, .pdf or paper formats).	N/A	X	N/A
Provide ESPP data to insightsoftware in agreed upon format(s) in timely manner. insightsoftwarewill not accept data in the following formats (.doc, .pdf or paper formats).	X	N/A	X
Make certain that the loaded Customer Data is complete and accurate. Note: some legacy systems create the need for 'work around entries' in the pre-existing data. The greater control logic available in the Certent Platform may identify data that require correction which the legacy system didn't identify as errata. The prompt correction of these items is important for accurate award control and accounting.	X	X	X
Review system outputs and promptly advise insightsoftwarewithin 30 days after the go live date of any errors or anomalies; Customer will work with insightsoftware support personnel to determine the root cause of the anomaly and will work together to determine a course of corrective action.	X	X	X
Provide all necessary information required to install Customer's ESPP Customer Data on the Certent Platform.	X	X	X

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subscription Services and insightsoftware does not provide recommendations or suggestions as to the way(s) that equity compensation can/may be used to achieve a particular goal; (3) for Data Conversion Services (as defined below), the historical data to be converted and reconciled is based on a mutually agreed "freeze date" from one data source unless otherwise specified in the Order Form, which is the date on which the data is delivered to insightsoftware or its Subcontractor; any conversion/reconciliation cycles to handle transactions occurring after the freeze date or additional data sources not specified in the Order Form are outside the scope, and may result in overage charges at insightsoftware's then-current time and material rates; (4) the fee for implementation Services in the Order Form includes reasonable time for assisting with data cleansing; any data cleansing (i.e., employee demographic changes, incorrect hire or grant dates) that goes beyond hours stated for selected package may result in overage charges at insightsoftware's then-current time and material rates; (5) any Accounting Reconciliation or Tax Reconciliation services not specified in Order Form may result in additional charges at insightsoftware's then-current time and material rates; and (6) Implementation Services must be completed within four months from the Order Form Effective Date unless otherwise approved by insightsoftware; thereafter, if any Implementation Services are required, Customer shall pay to insightsoftware a fee of 50% of initial Implementation Fees for such additional Implementation Services for every two months (or portion thereof) in excess of original 4 month implementation period until Customer's implementation is complete and Customer no longer requires insightsoftware's Implementation Services; insightsoftware will invoice Customer for these additional fees at the beginning of each two month period and Customer will pay in accordance with the Agreement.

Data Conversion Services means converting and migrating Customer's stock plan historical data to the Certent Platform; this involves converting all transactional data from Customer's third party or in-house database to Certent formats, uploading into Certent, and reconciling enrollments, contributions, and shares purchased (accuracy will impact both the accounting). Data freeze date will be established once all data to be converted is received. Data Conversion Services will not begin until all data to be converted is delivered to insightsoftware unless otherwise approved by insightsoftware. Data Conversion Services are to be converted from one data source unless otherwise specified in Order Form.

IMPLEMENTATION SERVICES: SECTION 16 SETUP

SECTION 16 IMPLEMENTATION SERVICE PACKAGES	Section 16 Setup
Telephonic kick-off meeting with Customer to outline process and define roles and responsibilities	X
Create and configure Customer as a company on the Certent Platform with at least one stock option administrator as named in writing by Customer	X
Configure SFTP folder and password for the upload of Customer Data and make available to Customer	X
Provide a project plan defining the tasks, owners and target dates needed for implementation	X
Provide periodic status calls	X
Assign a project manager responsible for updating project plans, conducting periodic status update calls and managing the project timeline.	X
Provide Data Conversion Services and Data Reconciliation Services (as defined below)	Not applicable
Configure Section 16 Company Setup Details	X
Configure Section 16 Insider Setup Details and set initial balance for each insider in the Section 16 module	X
Provide up to the specified number of hours of data clean-up of source data:	Not applicable
Schedule Go Live Check Out Call to review ongoing Support Process	X
Provide access to the Certent Online Training Modules	X
CUSTOMER RESPONSIBILITIES	
Designate appropriate personnel to lead the implementation project; a key employee is needed from administration, accounting and payroll as well as an executive sponsor. By default, the executive sponsor assigned is the Agreement or Order Form signer unless otherwise specified by Customer.	X
Attend all project meetings to ensure project stays on time	X
Ensure that the appropriate employees complete Certent Learning Center Training	X
Provide requested setup information to insightsoftware in agreed upon format(s) in timely manner	X
Provide Initial Balances for each Insider Setup in Section 16 Filer	X
Review & sign off on Certent Section 16 Setup provided by insightsoftware in timely manner	X
Make certain that the Section 16 Setup Information is complete and accurate	X

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writing to such charges and work prior to the commencement; (2) implementation Services are limited to the implementation and use of the subscription Services and insightsoftware does not provide recommendations or suggestions as to the way(s) that equity compensation can/may be used to achieve a particular goal; (3) for Section 16 Setup, the initial balance set for each insider is based on a mutually agreed "freeze date" from one data source unless otherwise specified in the Order Form, which is the date on which the data is delivered to insightsoftware or its authorized subcontractor; any cycles to handle transactions occurring after the freeze date or additional data sources not specified in the Order Form are outside the scope, and may result in overage charges at insightsoftware's then-current time and material rates; (4) the Fee for Implementation Services in the Order Form does not include time for assisting with data cleansing; any requests for data cleansing (i.e., employee demographic changes, incorrect hire or grant dates) may result in overage charges; (5) Historical filed forms will not be migrated over to the Section 16 Filer and (6) Implementation Services must be completed within four months from the Order Form Effective Date unless otherwise approved by insightsoftware; thereafter, if any Implementation Services are required, Customer shall pay to insightsoftware a fee of 50% of initial Implementation Fees for such additional Implementation Services for every two months (or portion thereof) in excess of original 4 month implementation period until Customer's implementation is complete and Customer no longer requires insightsoftware's Implementation Services; insightsoftware will invoice Customer for these additional fees at the beginning of each two month period and Customer will pay in accordance with the Agreement.

Data Conversion Services means converting and migrating Customer's stock plan historical data to the Certent Platform; this involves converting all transactional data from Customer's third party or in-house database to Certent formats, uploading into Certent, and reconciling shares granted, vested, outstanding, exercised, and forfeited (accuracy will impact both the accounting outputs and the actual award values). Data freeze date will be established once all data to be converted is received. Data Conversion Services will not begin until all data to be converted is delivered to insightsoftware unless otherwise approved by insightsoftware. Data Conversion Services are to be converted from one data source unless otherwise specified in Order Form.

Data Reconciliation means (1) identify data differences between the data converted to the Certent Platform and data as of freeze date provided from Customer's prior equity administration source system; (2) provide written conversion summary document to assist Customer in understanding any expected differences; (3) provide insightsoftware reconciliation reports for Customer review and sign off. One data reconciliation is included as part of the standard conversion. Additional reconciliations required may require a separate scope and statement of work.

IMPLEMENTATION SERVICES: EXPENSE RECONCILIATION PACKAGES

ACCOUNTING EXPENSE IMPLEMENTATION SERVICE PACKAGES	SETUP ONLY: (If specified in Order Form)	STANDARD: Expense Reconciliation – Compare (If specified in Order Form)	PREMIER LEVEL 1: Expense Reconciliation – Compare (If specified in Order Form)	PREMIER LEVEL 2: Expense Reconciliation – Analysis & Adjustments (If specified in Order Form))
Configure ASC 718 Setup Menu: ▪ Fiscal Period Setup ▪ Tax Entity Setup ▪ Volatility Rates Setup ▪ Dividend Rates Setup ▪ Expected Life Setup ▪ Forfeiture Percentage Setup ▪ Modeling Setup ▪ Setup Experience Group Codes ▪ Setup Award Labels ▪ EVF – Performance Factor Setup ▪ EPF – Expected Performance Factor Setup ▪ Setup Performance Flags ▪ Configure ASC 718 Setting Page in Certent	X	X	X	X
Load Fair Values per Grant	X	X	X	X
Certent Expense Reporting Training Materials: ▪ Provide access to ASC 718 Setup Menu training video ▪ Unlimited access to Certent Expense Training Videos ▪ Provide access to Certent expense reports whitepapers ▪ Provide checklist and overview of Certent expense templates available	Not Included	X	X	X

Assign a project manager responsible for updating project plans, conducting periodic status update calls and managing the project timeline.	Not Included	X	X	X
Provide 1 Accounting Expense Reconciliation – Comparison Identify calculation differences in grant expense amount between the Certent Platform and Customer's prior expense data for the period from the date Customer adopted ASC 718 (FAS 123R) to the date selected by Customer to be the commencement of Customer's financial reporting using the Certent Platform ▪ Provide one written narrative and one sample expense comparison report to Customer ▪ Quantify the differences in the compensation expense effects as computed by the Certent Platform and Customer's prior expense data record relating to each calculation difference ▪ Review the accounting setup selections by Customer on the Certent Platform to identify any inconsistency with Customer's policies and business requirements	Not Included	Customer provides source expense data in Certent standard template format	Customer provides one source of expense data in agreed upon customer format	Customer provides one source of expense data in agreed upon customer format
Provide 1 Accounting Expense Reconciliation – Analysis & Adjustment ▪ Analyze comparison report to determine root cause of comparison deltas found and work through to closest possible resolution. ▪ Load one-time expense overrides file ▪ Load one-time service period overrides file ▪ Load one-time forfeiture overrides file ▪ Load one-time EVF file if applicable ▪ Load one-time EPF file if applicable	Not Included	Not Included	Not Included	X
Data Cleansing		Not Included	Not Included	1 Hour
CUSTOMER RESPONSIBILITIES				
▪ Designate appropriate personnel to lead the implementation project; a key employee is needed from administration, accounting and payroll as well as an executive sponsor. By default, the executive sponsor assigned is the Agreement or Order Form signer unless otherwise specified by Customer.	X	X	X	X
▪ Attend all project meetings to ensure project stays on time	X	X	X	X
▪ Ensure that the appropriate employees complete the Certent online video training	X	X	X	X
▪ Provide all requested documents and information necessary to complete project to insightsoftware in agreed upon format(s) in timely manner.	X	X	X	X
▪ Review system settings and make certain that the final setup is complete and accurate.	X	X	X	X

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Accounting Expense Reconciliation – Setup Only Package means (1) configure ASC 718 Setup Menu based on information provided by customer (2) insightsoftware will not provide advice on addressing complex accounting and reporting issues (if any) in connection with Customer's transition to the Certent Platform and (3) comparison of historical expense and DTA calculation is not included in Package 1

Accounting Expense Reconciliation – Standard means (1) identify calculation differences in grant expense amount between the Certent platform and Customer's prior expense data for the Customer's last two fiscal periods. (2) provide one sample expense comparison report to Customer in understanding the calculation differences; (3) quantify the differences in the compensation expense effects as computed by the Certent platform and Customer's prior expense data record relating to each calculation difference; (4) review the accounting setup selections by Customer on the Certent platform to identify any inconsistency with Customer's policies and business requirements; (5) insightsoftware will not provide advice on addressing complex accounting and reporting issues (if any) in connection with Customer's transition to the Certent platform; (6) comparison is performed for one data source and Customer provides data to insightsoftware in Certent standard template format; (7) requests for additional comparisons beyond the one included in Order Form may be subject to additional fees at insightsoftware's then-current time and material rates; and (8) Expense Customer source data must be provided by individual grant or by be subject to additional fees.

Accounting Expense Reconciliation – Premier - Level 1 means (1) identify calculation differences in grant expense amount between the Certent platform and Customer's prior expense data for the Customer's last two fiscal periods. (2) provide one sample expense comparison report to Customer in understanding the calculation differences; (3) quantify the differences in the compensation expense effects as computed by the Certent platform and Customer's prior expense data record relating to each calculation difference; (4) review the accounting setup selections by Customer on the Certent platform to identify any inconsistency with Customer's policies and business requirements; and (5) insightsoftware will not provide advice on addressing complex accounting and reporting issues (if any) in connection with Customer's transition to the Certent Platform (6) comparison is performed for one data source from mutually agreed upon format (7) requests for additional comparisons beyond the one included in Order Form may be subject to additional fees; and (8) expense Customer source data must be provided by individual grant or by be subject to additional fees.

Accounting Expense Reconciliation – Premier- Level 2 – means (1) identify calculation differences in grant expense amount between the Certent platform and Customer's prior expense data for Customer's last two fiscal periods; (2) provide one sample expense comparison report to Customer in understanding the calculation differences; (3) quantify the differences in the compensation expense effects as computed by the Certent platform and Customer's prior expense data record relating to each calculation difference; (4) review the accounting setup selections by Customer on the Certent platform to identify any inconsistency with Customer's policies and business requirements; and (5) insightsoftware will not provide advice on addressing complex accounting and reporting issues (if any) in connection with Customer's transition to the Certent platform (6) comparison is performed for one data source from mutually agreed upon format (7) requests for additional comparisons beyond the one included in Order Form may be subject to additional fees; (8) expense Customer source data must be provided by individual grant or by be subject to additional fees; and (9) analyze comparison report to determine cause of comparison deltas found and reconcile as reasonably possible. The analysis may result in the Customer having to perform a one-time true up but that decision will be the Customer's responsibility.

IMPLEMENTATION SERVICES: Portal Implementation

PORTAL IMPLEMENTATION SERVICE PACKAGES	Standard (Included in All Implementation Packages)	Premier (If specified in Order Form)
• 2 Hour Portal Overview/Admin Training Call ▪ Review Portal Settings ▪ Train Admin: Topic: Setup Notifications ▪ Train Admin: Topic: Setup Online Grant Agreements ▪ Access to Online Portal Training videos for Administrator	X	X
▪ insightsoftware will configure portal settings based on input from customer	Not Included	X
▪ insightsoftware will configure notification settings based on input from customer	Not Included	X
• Online Grant Agreement Setup ▪ insightsoftware will setup up to 5 online grant agreement templates provided by customer. Additional online grant agreement template setup beyond the included 5 will be subject to additional per template fee. ▪ Load up to 10 static documents provided by customer into the document library. Additional document setup beyond the included 10 will be subject to additional per document fee unless specified in Order Form. ▪ Link grant agreement templates to associated grants by grant codes identified by customer	Not Included	X
• Participant Standard One-time Communication ▪ Send initial one-time login/IDS info to participants ▪ Send insightsoftware's standard portal welcome email to participants one time electronically via email ▪ Provide access to Certent standard un-customized participant portal guide	Not Included	X

▪ Provide periodic status calls	X	X
▪ Data clean-up of source data:	Not Included	1 Hour
▪ Assign a project manager responsible for updating project plans, conducting periodic status update calls and managing the project timeline.	X	X
CUSTOMER RESPONSIBILITIES		
▪ Designate appropriate personnel to lead the implementation project; a key employee is needed from administration, accounting and payroll as well as an executive sponsor. By default, the executive sponsor assigned is the Agreement or Order Form signer unless otherwise specified by Customer.	X	X
▪ Attend all project meetings to ensure project stays on time	X	X
▪ Ensure that the appropriate employees complete the Certent online video training	X	X
▪ Provide all requested documents and information necessary to complete project to insightsoftware in agreed upon format(s) in timely manner.	X	X
▪ Review system settings and make certain that the final setup is complete and accurate.	X	X

These services will expire 365 days from Order Form Effective Date.

Limitations. The following limitations apply to the Implementation Services: (1) the addition of requirements not outlined in this Attachment may be subject to an additional charge for implementation or Professional Services by insightsoftware; the Parties must mutually agree in writing to such charges and work prior to the commencement; (2) implementation Services are limited to the implementation and use of the subscription Services and insightsoftware does not provide recommendations or suggestions as to the way(s) that equity compensation can/may be used to achieve a particular goal; (3) the Fee for implementation Services in the Order Form may include reasonable time for assisting with data cleansing; any data cleansing (i.e., employee demographic changes, incorrect hire or grant dates) that goes beyond hours stated for selected package may result in overage charges; and (4) implementation Services must be completed within four months from the Order Form Effective Date unless otherwise approved by insightsoftware; thereafter, if any Implementation Services are required, Customer shall pay to insightsoftware a fee of 50% of initial Implementation Fees for such additional Implementation Services for every two months (or portion thereof) in excess of original 4 month implementation period until Customer's implementation is complete and Customer no longer requires insightsoftware's Implementation Services; insightsoftware will invoice Customer for these additional fees at the beginning of each two month period and Customer will pay in accordance with the Agreement.

IMPLEMENTATION SERVICES: HR/ PAYROLL CONNECTOR - INTEGRATION EQUITY – INBOUND-PREMIER

HR/PAYROLL CONNECTOR IMPLEMENTATION SERVICE PACKAGES	HR Payroll Connector Setup
Telephonic kick-off meeting with Customer to outline process and define roles and responsibilities	X
Configure SFTP folder and password for the upload of Customer Data and make available to Customer	X
Provide a project plan defining the tasks, owners and target dates needed for implementation	X
Provide periodic status calls	X
Assign a project manager responsible for updating project plans, conducting periodic status update calls and managing the project timeline.	X
Configure HR/Connector Inbound Setup from up to two HR/Payroll Sources to insightsoftware (unless additional specified in Order Form)	X
Provide up to the specified number of hours of data cleansing:	Not Included
Map customer HR/Payroll connector layouts (ie. Demographics, YTD Taxable Comp, Terminations to insightsoftwareRequired Formats. insightsoftware will map to existing Tax Items on file at time of project kickoff.	X
Test HR/Payroll inbound connector import process in insightsoftware test environment	X
Configure HR/Payroll inbound connector in Certent Production environment	X
Schedule Go Live Check Out Call to review ongoing Support Process	X
CUSTOMER RESPONSIBILITIES	

Designate appropriate personnel to lead the implementation project; a key employee is needed from administration, accounting and payroll as well as an executive sponsor. By default, the executive sponsor assigned is the Agreement or Order Form signer unless otherwise specified by Customer.	X
Attend all project meetings to ensure project stays on time	X
Ensure that the appropriate employees complete Certent online video training related to Tax Items Information and Demographics	X
Setup Tax Items setup in Certent before HRPC mapping work can begin.	X
Maintain Tax Items including additions, changes, limits and rates unless otherwise contracted via insightsoftware Admin Services or Professional Services engagement to update.	X
Provide requested setup information to insightsoftware in agreed upon format(s) in timely manner	X
Provide acknowledgement of final mapping design document to insightsoftware in timely manner.	X
Review & sign off on of HR/Payroll connector Setup provided by insightsoftware in timely manner	X
Make certain that the information provided for load into the HR/Payroll system is complete and accurate. Make certain that the loaded Customer Data is complete and accurate. Note some legacy systems create the need for 'work around entries' in the pre-existing data. The greater control logic available in the Certent Platform may identify data that require correction which the legacy system did not identify as errata. The prompt correction of these items is important for accurate award control and accounting.	X

These Services will expire 365 days from Order Form Effective Date.

Limitations. The following limitations apply to the Implementation Services: (1) the addition of requirements not outlined in this Attachment may be subject to an additional charge for implementation or Professional Services by insightsoftware; the Parties must mutually agree in writing to such charges and work prior to the commencement; (2) implementation Services are limited to the implementation and use of the subscription Services and insightsoftware does not provide recommendations or suggestions as to the way(s) that equity compensation can/may be used to achieve a particular goal; (3) for Data Conversion Services (as defined below), the historical data to be converted and reconciled is based on a mutually agreed "freeze date" from one data source unless otherwise specified in the Order Form, which is the date on which the data is delivered to insightsoftware or its Subcontractor; any conversion/reconciliation cycles to handle transactions occurring after the freeze date or additional data sources not specified in the Order Form are outside the scope, and may result in overage charges at insightsoftware's then-current time and material rates; (4) the fee for implementation Services in the Order Form does not include time for assisting with data cleansing; any requests for data cleansing (i.e., employee demographic changes, incorrect hire or grant dates) may result in overage charges at insightsoftware's then-current time and material rates; (5) changes or additions to agree upon mapping after acknowledgement of final mapping document will be considered out of scope and will require a separate statement of work; and (6) implementation Services must be completed within four months from the Order Form Effective Date unless otherwise approved by insightsoftware; thereafter, if any Implementation Services are required, Customer shall pay to insightsoftware a fee of 50% of initial Implementation Fees for such additional Implementation Services for every two months (or portion thereof) in excess of original 4 month implementation period until Customer's implementation is complete and Customer no longer requires insightsoftware's Implementation Services; insightsoftware will invoice Customer for these additional fees at the beginning of each two month period and Customer will pay in accordance with the Agreement.

HRPC Setup:
Incoming: 1 combined demographics/tax or 1 demographic and 1 tax file

IMPLEMENTATION SERVICES: HR/ PAYROLL CONNECTOR - INTEGRATION EQUITY- OUTBOUND- PREMIER

HR/PAYROLL CONNECTOR IMPLEMENTATION SERVICE PACKAGES	HR Payroll Connector
Telephonic kick-off meeting with Customer to outline process and define roles and responsibilities	X
Configure SFTP folder and password for the upload of Customer Data and make available to Customer	X
Provide a project plan defining the tasks, owners and target dates needed for implementation	X
Provide periodic status calls	X
Assign a project manager responsible for updating project plans, conducting periodic status update calls and managing the project timeline.	X
Configure HR/Connector Outbound Setup from insightsoftware to up to one HR or payroll source (unless additional specified in Order Form)	X
Provide up to the specified number of hours of data cleansing:	N/A
Create one outbound file from insightsoftware to customer in mutually agreed upon format (unless additional specified in Order Form)	X
Test HR/Payroll outbound connector export process in Certent test environment	X
Configure HR/Payroll outbound connector extract in Certent Production environment	X

Schedule Go Live Check Out Call to review ongoing Support Process	X
CUSTOMER RESPONSIBILITIES	
Designate appropriate personnel to lead the implementation project; a key employee is needed from administration, accounting and payroll as well as an executive sponsor. By default, the executive sponsor assigned is the Agreement or Order Form signer unless otherwise specified by Customer.	X
Attend all project meetings to ensure project stays on time	X
Ensure that the appropriate employees complete Certent online video training related to Tax Items Information and Demographics	X
Setup Tax Items setup in Certent before HRPC mapping work can begin.	X
Maintain Tax Items including additions, changes, limits and rates unless otherwise contracted via Certent Admin Services or Professional Services engagement to update.	X
Provide requested setup information to insightsoftware in agreed upon format(s) in timely manner	X
Provide acknowledgement of final mapping design document to insightsoftware in timely manner.	X
Review & sign off on of HR/Payroll outbound connector Setup provided by insightsoftware in timely manner	X
Make certain that the information provided for load into the HR/Payroll system is complete and accurate. Make certain that the loaded Customer Data is complete and accurate. Note some legacy systems create the need for 'work around entries' in the pre-existing data. The greater control logic available in the Certent Platform may identify data that require correction which the legacy system did not identify as errata. The prompt correction of these items is important for accurate award control and accounting.	X

These Services will expire 365 days from Order Form Effective Date.

Limitations. The following limitations apply to the Implementation Services: (1) the addition of requirements not outlined in this Attachment may be subject to an additional charge for implementation or Professional Services by insightsoftware; the Parties must mutually agree in writing to such charges and work prior to the commencement; (2) implementation Services are limited to the implementation and use of the subscription Services and insightsoftware does not provide recommendations or suggestions as to the way(s) that equity compensation can/may be used to achieve a particular goal; (3) for Data Conversion Services (as defined below), the historical data to be converted and reconciled is based on a mutually agreed "freeze date" from one data source unless otherwise specified in the Order Form, which is the date on which the data is delivered to insightsoftware or its authorized subcontractor; any conversion/reconciliation cycles to handle transactions occurring after the freeze date or additional data sources not specified in the Order Form are outside the scope, and may result in overage charges at insightsoftware's then-current time and material rates; (4) the fee for implementation Services in the Order Form does not include time for assisting with data cleansing; any requests for data cleansing (i.e., employee demographic changes, incorrect hire or grant dates) may result in overage charges; (5) changes or additions to agreed upon mapping after acknowledgement of final mapping document will be considered out of scope and will require a separate statement of work and (6) implementation Services must be completed within four months from the Order Form Effective Date unless otherwise approved by insightsoftware; thereafter, if any Implementation Services are required, Customer shall pay to insightsoftware a fee of 50% of initial Implementation Fees for such additional Implementation Services for every two months (or portion thereof) in excess of original 4 month implementation period until Customer's implementation is complete and Customer no longer requires insightsoftware's Implementation Services; insightsoftware will invoice Customer for these additional fees at the beginning of each two month period and Customer will pay in accordance with the Agreement.

HRPC Setup:
Outbound: 1 outbound extract file in mutually agreed upon format

IMPLEMENTATION SERVICES: HR/ PAYROLL CONNECTOR -INTEGRATION for ESPP -INBOUND- STANDARD

HR/PAYROLL CONNECTOR IMPLEMENTATION SERVICE PACKAGES	HR Payroll Connector Setup
• Telephonic kick-off meeting with Customer to outline process and define roles and responsibilities	X
• Create and configure Customer as a company on the Certent Platform with at least one stock option administrator as named in writing by Customer	X
• Configure SFTP folder and password for the upload of Customer Data and make available to Customer	X
• Provide a project plan defining the tasks, owners and target dates needed for implementation	X
• Provide periodic status calls	X

• Assign a project manager responsible for updating project plans, conducting periodic status update calls and managing the project timeline.	X
• Provide Data Conversion Services and Data Reconciliation Services (as defined below)	N/A
• Configure and map one HR/Connector Inbound Setup from one customer file to insightsoftware for each of the following file types: (unless additional sources specified in Order Form) o Demographics (If not already implemented in prior HRPC SOW) o Eligibility o ESPP Payroll o Contributions	X
• Provide up to the specified number of hours of data clean-up of source data:	N/A
• Test HR/Payroll ESPP connector import and export process in Certent test environment	X
• Configure HR/Payroll ESPP connector in Certent Production environment	X
• Schedule Go Live Check Out Call to review ongoing Support Process	X
CUSTOMER RESPONSIBILITIES	
• Designate appropriate personnel to lead the implementation project; a key employee is needed from administration, accounting and payroll as well as an executive sponsor. By default, the executive sponsor assigned is the Agreement or Order Form signer unless otherwise specified by Customer.	X
• Attend all project meetings to ensure project stays on time	X
• Maintain ESPP data in Certent unless otherwise contracted with insightsoftware Admin Services for data upload services	X
• Provide requested setup information to insightsoftware in agreed upon format(s) in timely manner	X
• Provide acknowledgement of final mapping design document to insightsoftware in timely manner.	X
• Review & sign off on of HR/Payroll ESPP connector Setup provided by insightsoftware in timely manner	X
• Make certain that the information provided for load into the HR/Payroll system is complete and accurate. Make certain that the loaded Customer Data is complete and accurate. Note some legacy systems create the need for 'work around entries' in the pre-existing data. The greater control logic available in the Certent Platform may identify data that require correction which the legacy system did not identify as errata. The prompt correction of these items is important for accurate award control and accounting.	X

Limitations. The following limitations apply to the implementation Services: (1) the addition of requirements not outlined in this Attachment may be subject to an additional charge for implementation or Professional Services by insightsoftware; the Parties must mutually agree in writing to such charges and work prior to the commencement; (2) implementation Services are limited to the implementation and use of the Subscription Services and insightsoftware does not provide recommendations or suggestions as to the way(s) that equity compensation can/may be used to achieve a particular goal; (3) the Fee for Implementation Services in the Order Form does not include time for assisting with data cleansing; any requests for data cleansing (i.e., employee demographic changes, incorrect hire or grant dates) may result in overage charges at insightsoftware's then-current time and material rates; (4) changes or additions to agree upon mapping after acknowledgement of final mapping document will be considered out of scope and will require a separate statement of work; and (5) Implementation Services must be completed within four months from the Order Form Effective Date unless otherwise approved by insightsoftware; thereafter, if any Implementation Services are required, Customer shall pay to insightsoftware a fee of 50% of initial Implementation Fees for such additional Implementation Services for every two months (or portion thereof) in excess of original 4 month implementation period until Customer's implementation is complete and Customer no longer requires insightsoftware's Implementation Services; insightsoftware will invoice Customer for these additional fees at the beginning of each two month period and Customer will pay in accordance with the Agreement.
These Services will expire 365 days from Order Form Effective Date.

HRPC Setup:
Inbound: One inbound file in mutually agreed upon format for each of the below import types:
- Demographics (if not already implemented in prior HRPC SOW)
- Eligibility
- ESPP Payroll
- Contributions

IMPLEMENTATION SERVICES: BROKER CONNECTOR

BROKER CONNECTOR SERVICES PACKAGES	FIX	UDBI
Telephonic kick-off meeting with Customer to outline process and define roles and responsibilities	X	X

Provide broker data requirement instructions for use in uploading Customer Data to the Certent Platform and participate in 1-hour call with Customer to walk through questions related to broker data requirements.	X	X
Configure UDBI Server for Broker Connector Module	Not Applicable	X
Configure Broker Connector Module Setup within Certent	X	X
Configure and activate Single Sign On for FIX	X	Not Applicable
Schedule Go Live Check Out Call to review ongoing Support Process	X	X
Provide access to the online Learning Management System (LMS): Online Grant Communications if applicable	X	Not Applicable
1-hour Participant Portal Walkthrough for Administrator/Broker	X	Not Applicable
Data clean-up of source data:	Not Applicable	Not Applicable
CUSTOMER RESPONSIBILITIES		
Designate appropriate personnel to lead the broker connector services project; a key employee is needed from administration as well as an executive sponsor. By default, the executive sponsor assigned is the Agreement or Order Form signer unless otherwise specified by Customer.	X	X
Attend all project meetings to ensure project stays on time	X	X
Ensure that the appropriate employees complete the Certent online video training	X	X
Ensure data in Certent Platform complies with broker data requirement instructions provided by insightsoftware.	X	X
Make certain that the loaded Customer Data is complete and accurate. Note some legacy systems create the need for 'work around entries' in the pre-existing data. The greater control logic available in the Certent Platform may identify data that require correction which the legacy system did not identify as errata. The prompt correction of these items is important for accurate award control and accounting.	X	X

These Services will expire 365 days from Order Form Effective Date.

Limitations. The following limitations apply to the Broker Connector Services: (1) the addition of requirements not outlined in this Attachment may be subject to an additional charge for implementation or Professional Services by insightsoftware; the Parties must mutually agree in writing to such charges and work prior to the commencement; (2) Broker Connector Services are limited to the implementation and use of the subscription Services and insightsoftware does not provide recommendations or suggestions as to the way(s) that equity compensation can/may be used to achieve a particular goal; (3) for Broker Connector Services (as defined below), the data source to be configured will be from one data source to one broker source unless otherwise specified in Order Form; any additional data sources not specified in the Order Form are outside the scope, and may result in overage charges at insightsoftware's then-current time and material rates; (4) the Fee for Broker Connector Services in the Order Form excludes time for assisting with data cleansing; any data cleansing (i.e., employee demographic changes, incorrect hire or grant dates) that are required may result in overage charges at insightsoftware's then-current time and material rates and may require a separate statement of work; (5) Customer, and not insightsoftware nor the Certent Direct Broker, is solely responsible for the maintaining direct broker/user access and permission levels in the Certent Platform and Customer will make every effort to ensure that such direct broker/user access and permission levels are current and correct; and (6) Broker Connector Services must be completed within four months from the Order Form Effective Date unless otherwise approved by insightsoftware; thereafter, if any Broker Connector Services are required, Customer shall pay to insightsoftware a fee of 50% of initial Broker Connector Fees for such additional Broker Connector Services for every two months (or portion thereof) in excess of original 4 month implementation period until Customer's Broker Connector Services project is complete and Customer no longer requires insightsoftware's Broker Connector Services; insightsoftware will invoice Customer for these additional fees at the beginning of each two month period and Customer will pay in accordance with the Agreement.

Broker Connector Services means configuring Certent Broker Connector Setup for one Customer database on Certent Platform; Broker Connector Services will not begin until the earlier of Customer sign off on Data Conversion Services (if applicable) or data live date on Certent Platform unless otherwise approved by insightsoftware. Broker Connector Services are to be configured from one data source to one broker unless otherwise specified in Order Form.

CONSULTING - BROKER MANUAL SERVICES

CONSULTING - BROKER MANUAL SERVICES PACKAGE	
Telephonic kick-off meeting with Customer to outline process and define roles and responsibilities	X
Participant in 1-hour call with Customer and broker to discuss Manual Broker Access Setup and instruct Customer how to provide access to Certent and set broker permission levels for their designated broker contacts.	X

Schedule a 1-hour Broker Setup Check Out Call with Customer	X
Provide access to Certent online training videos	X
1-hour Participant Portal Walkthrough for Administrator/Broker (FIX & Manual Setup)	X
1-hour Direct Broker Advisor Training (Manual Setup)	X
CUSTOMER RESPONSIBILITIES	
Designate appropriate personnel to lead the broker connector services project; a key employee is needed from administration as well as an executive sponsor. By default, the executive sponsor assigned is the Agreement or Order Form signer unless otherwise specified by Customer.	X
Attend all project meetings to ensure project stays on time	X
Ensure that the appropriate employees complete the Certent online training videos	X
Ensure data in Certent Platform complies with broker data requirement instructions provided by insightsoftware.	X
Make certain that the loaded Customer Data is complete and accurate. Note some legacy systems create the need for 'work around entries' in the pre-existing data. The greater control logic available in the Certent Platform may identify data that require correction which the legacy system did not identify as errata. The prompt correction of these items is important for accurate award control and accounting.	X

Limitations. The following limitations apply to the Consulting- Broker Manual Services: (1) the addition of requirements not outlined in this Attachment may be subject to an additional charge for implementation or Professional Services by insightsoftware; the Parties must mutually agree in writing to such charges and work prior to the commencement; (2) Consulting- Broker Manual Services are limited to the implementation and use of the subscription Services and insightsoftware does not provide recommendations or suggestions as to the way(s) that equity compensation can/may be used to achieve a particular goal; (3) for Consulting- Broker Manual Services (as defined below), the data source to be setup will be from one data source and there will be no direct connection to a broker source; any additional data sources not specified in the Order Form are outside the scope, and may result in overage charges; (4) the Fee for Consulting- Broker Manual Services in the Order Form excludes time for assisting with data cleansing; any data cleansing (i.e., employee demographic changes, incorrect hire or grant dates) that are required may result in overage charges and may require a separate Statement or Work; (5) Customer, and not insightsoftware or the Customer's Broker, is solely responsible for the maintaining Customer's Broker and user access and permission levels in the Certent Platform and Customer will make every effort to ensure that such broker/user access and permission levels are current and correct; and (6) Consulting- Broker Manual Services must be completed within four months from the Order Form Effective Date unless otherwise approved by insightsoftware; thereafter, if any Broker Connector Services are required, Customer shall pay to insightsoftware a fee of 50% of initial Consulting- Broker Manual Services for such additional Consulting- Broker Manual Services for every two months (or portion thereof) in excess of original 4 month implementation period until Customer's Consulting- Broker Manual Services project is complete and Customer no longer requires insightsoftware's Consulting- Broker Manual Services; insightsoftware will invoice Customer for these additional fees at the beginning of each two month period and Customer will pay in accordance with the Agreement.

"Consulting- Broker Manual Services" means instructing Customer how to setup access/permission levels on Certent Platform provided by Customer to allow Broker Users to view or conduct online stock transactions through the Certent Platform. Consulting- Broker Manual Services will not begin until the earlier of Customer sign off on Data Conversion Services (if applicable) or data live date on Certent Platform unless otherwise approved by insightsoftware. Consulting- Broker Manual Services are to be setup on one data source unless otherwise specified in Order Form. Manual Setup means there is no direct module or connection to Customer's Broker and Customer's Broker only has Broker access to Customer's Certent Platform via login permissions and access granted to Customer's Broker by Customer.

If Customer has selected Consulting- Broker Manual Services in an Order Form, the following paragraphs (a) through (d) apply

(a) Customer and its Participants must have an established broker dealer relationship with a Customer's Broker in order to use the Consulting- Broker Manual Services. Customer, and not insightsoftware nor the Customer's Broker, is solely responsible for the accuracy of all data maintained in the Certent Platform and Customer will make every effort to ensure that such data is current and correct. Customer consents to insightsoftware's disclosure of Customer Data to the Customer's Broker to the extent necessary to prepare for or execute any transaction order submitted by a Participant by Customer granting and maintaining access and permission levels on Certent Platform to Customer's Broker. Customer understands that a delay in entering terminations, Participant updates, transactions and transaction settings in the Certent Platform may result in: i) the sale of shares that are not available for sale, ii) a delay in facilitating distribution of shares or sale proceeds, or iii) other situations where a Participant may incur a loss.

(b) Customer acknowledges and agrees that insightsoftware is not a registered broker dealer and is not acting in any way as a broker dealer by providing Consulting- Broker Manual Services. The Customer's Broker with whom Customer has an established relationship is Customer's broker dealer for all transactions facilitated by Customer's Broker. Customer's Broker is responsible for executing and settling all trades.

(c) Customer acknowledges that as part of the utilization of Consulting- Broker Manual Services, Customer and/or its Participants may receive market data through the Certent Platform that originates from third party providers, like NASDAQ and NYSE (for purposes of this Section only, "*Third Party Information*"). Customer understands that such Third-Party Information may be delayed. Customer shall not further distribute such Third-Party Information other than for its direct use or the direct use of its Participants.

(d) Customer shall defend, indemnify and hold harmless insightsoftware from any and all damages, losses, or expenses of any kind that may result from any claim related to: (i) the inaccuracy or incompleteness of the data maintained in the Certent Platform; (ii) a trade or the failure to execute a trade through Customer's Broker, except to the extent of any act or omission by insightsoftware; or (iii) the Third Party Information made by a party who receives or fails to receive such Third Party Information from insightsoftware arising from Customer's election to receive such Third Party Information, except to the extent of any act or omission by insightsoftware.

These Services will expire 365 days from Order Form Effective Date.

EM TRAINING - SERVICES

EM Training – Bootcamp – Online Classroom

For the number of seats indicated in the Order Form, insightsoftware will provide one-time online web-based training on the use of the Certent Platform to include:

- Customer will receive Administrative and Accounting Training
- Breakout sessions focused on customer-specific requirements for all relevant equity types including: Options, Awards, Warrants and Participant Portal setup.

EM Custom Training – Onsite or Web Based

insightsoftware will provide onsite or web-based training on the use of the Certent Platform tailored to the customer's level of industry/product knowledge and unique needs:

- Prior to the training session, the Learning and Development team member meets with the Customer to determine training goals and products to be discussed.
- Tailored Administrative and/or Accounting Training is included with an emphasis on relevant equity types including: Options, Awards, Warrants and Participant Portal setup.
- If onsite training is provided, Travel and expenses are not included.
- Pricing is based on number of hours of training provided.
- This includes up to 12 hours of CPE credits depending upon length and content of engagement.

EM Training - Participant Training – Onsite or Web Based

insightsoftware will provide training to a Customer's participants at their office by an insightsoftware Learning and Development team member:

- Prior to the training session, the Learning and Development team member meets with the Customer to determine training goals and products to be discussed. This might include online grant agreements, document library, notifications, and adjusting to the participant portal set-up.
- Travel and expenses are not included.
- Training may be conducted jointly with your broker partner.

EM Training - Participant Training – Video

insightsoftware will provide training to a Customer's participants through a custom video:

- The video can be used on the company intranet or through their LMS.
- Prior to the video development, the Learning and Development team member meets with the Customer to determine training goals and products to be included. This might include online grant agreements, document library, notifications, and making adjustments to the participant portal set-up.

EM Training – Participant Portal Guide

insightsoftware will provide a customized participant guide that can be stored on the company intranet or in their LMS

- Prior to the guide development, the Learning and Development team member meets with the Customer to determine training goals and products to be included. This might include online grant agreements, document library, notifications, and making adjustments to the participant portal set-up.

EM Training - ESPP Training – Web Based

insightsoftware will provide training to the stock administrator who processes the Company's ESPP. This offering can be layered on top of the ESPP Implementation.

- The training is conducted by one of our Learning Development team members.
- This training includes 2 hours of training related to ESPP software topics.

This includes up to 5 hours of CPE credits.

EM Section 16 Training – Web Based

insightsoftware will provide two hours of web-based training on the section 16 capabilities. This offering can be layered on top of Section 16 Implementation.

- Training includes a review step by step process on how to conduct the section 16 filing.

CONSULTING SERVICES: Single Sign On (SSO) Setup

"**Single Sign On (SSO)**" means the Module with technical integration capabilities that can be utilized by Customer to enable authorized users to sign onto the Certent Platform from the Customer's (or its broker's) intranet or portals seamlessly, without the need to log onto the Certent Platform separately.

SINGLE SIGN ON (SSO) CONSULTING SERVICE PACKAGE	SSO Setup
Telephonic kick-off meeting with Customer to outline process and define roles and responsibilities	X
Provide periodic status calls	X
Configure Certent SSO Setup for Admin or Participant Users as specified in Order Form in Test Environment	X
Guide Customer contact on best practices for testing the initial SSO connection and conduct up to 4 hours of troubleshooting meetings to test incremental adjustments made by customer.	X
Configure Certent SSO Setup for Admin or Participant Users as specified in Order Form in Production Environment	X
Guide Customer contact on best practices for enabling and disabling SSO and/or accounts through the Certent application.	X
Schedule Go Live Check Out Call to review ongoing Support Process	X
CUSTOMER RESPONSIBILITIES	
Designate appropriate personnel to lead the implementation project; a key employee is needed from administration and IT resource with Single Sign On domain expertise as well as an executive sponsor. By default, the executive sponsor assigned is the Agreement or Order Form signer unless otherwise specified by Customer.	X
Attend all project meetings to ensure project stays on time	X
Configuration of Customer's in-house Single Sign On tool (insightsoftware responsible for insightsoftware side configuration only)	X
Maintain Admin/Participant accounts within Certent	X
Provide requested setup information to insightsoftware in agreed upon format(s) in timely manner Typical information requested to Customer IT Resource is Certificate and/or Meta Data file for SSO.	X
Provide acknowledgement of completion of project once project complete to insightsoftware in timely manner.	X

Limitations. The following limitations apply to the consulting Services: (1) the addition of requirements not outlined in this Attachment may be subject to an additional charge for consulting or Professional Services by insightsoftware; the Parties must mutually agree in writing to such charges and work prior to the commencement; (2) consulting Services are limited to the implementation and use of the subscription Services and insightsoftware does not provide recommendations or suggestions as to the way(s) that equity compensation can/may be used to achieve a particular goal; and (3) Consulting Services must be completed within four months from the Order Form Effective Date unless otherwise approved by insightsoftware; thereafter, if any Consulting Services are required, Customer shall pay to insightsoftware a fee of 50% of initial Consulting Fees for such additional Consulting Services for every two months (or portion thereof) in excess of original 4 month implementation period until Customer's implementation is complete and Customer no longer requires insightsoftware's Consulting Services; insightsoftware will invoice Customer for these additional fees at the beginning of each two month period and Customer will pay in accordance with the Agreement.

SSO Setup:
Includes setup for SSO for Admin or Participant Users as specified in Order Form.

These Services will expire 365 days from Order Form Effective Date.

CONSULTING SERVICES

If Consulting Services are specified in an Order Form, the following additional terms shall apply to Consulting Services:

1. **CONSULTING SERVICES.** Consulting Services shall be provided on a commercially reasonable basis and in accordance with the Order Form and the terms set forth below.

2. **CUSTOMER REQUIREMENTS AND RESPONSIBILITIES**

Customer acknowledges and agrees that the Consulting Services provided pursuant to this Attachment will be based solely upon:

a) The representations, documents and other information provided by Customer, its personnel and any representatives thereof;

b) The understanding that insightsoftware will only be responsible to provide business process advice with respect to the specific matter, transaction or question actually presented by Customer. The review of information provided by Customer under this Agreement does not constitute an engagement to provide audit, compilation, review or attest services as described in the pronouncements on professional standards issued by the American Institute of Certified Public Accountants or the U.S. Public Company Accounting Oversight Board;

c) Customer's understanding that any advice on stock plan process for tax compliance will be based upon the law, regulations, cases, rulings, and other taxing authority in effect at the time specific tax advice is provided. If there are subsequent changes in or to the foregoing taxing authorities (for which insightsoftware shall have no specific responsibility to advise Customer), Customer acknowledges that such changes may result in that tax advice being rendered invalid or necessitate (upon Customer's request) a reconsideration of that prior tax advice; and

d) Customer's understanding and agreement that the results of insightsoftware's advice on stock plan process for tax compliance may be audited and challenged by the IRS and other tax agencies, who may not agree with insightsoftware's positions. In this regard, Customer understands that the result of any tax advice is not binding on the IRS, other tax agencies or the courts and should never be considered a representation, warranty, or guarantee that the IRS, other tax agencies or the courts will concur with our advice or opinion.

In addition to any responsibilities set forth in the Agreement, Customer shall cooperate in the performance of the Consulting Services, including, without limitation, providing insightsoftware or its subcontractor with reasonable facilities and timely access to data, information and personnel of Customer. Customer shall be responsible for the performance of its personnel and agents and for the accuracy and completeness of all data and information provided. Customer acknowledges and agrees that performance of the Consulting Services is dependent upon the timely and effective satisfaction of Customer's responsibilities under the engagement and timely decisions and approvals of Customer in connection with the Consulting Services. insightsoftware and its subcontractor shall be entitled to rely on all decisions and approvals of Customer. Customer shall be solely responsible for, among other things: (a) making all management decisions and performing all management functions; (b) designating an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the Consulting Services; (c) evaluating the adequacy and results of the Consulting Services performed; and (d) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities.

Except as specifically agreed to in writing, insightsoftware or its subcontractors shall not provide advice regarding the financial accounting treatment of any transaction implemented from the Services and will not assume any responsibility for any financial reporting with respect to the Services. Customer shall be responsible for all financial information and statements provided by or on behalf of Customer with respect to any of the Consulting Services.

3. **ADDITIONAL LIMITATIONS**.

a) Although insightsoftware or its subcontractors may under certain circumstances provide Customer with drafts of a deliverable before it is finalized, Customer understands that Customer may not rely upon any of the analysis, conclusions, or recommendations unless and until the final deliverable is issued. Any part of such analysis, including the recommendations or conclusions may change between the time of any draft and the issuance of a final deliverable. All Consulting Services and any deliverables related thereto shall be solely for Customer's informational purposes and internal use.

b) insightsoftware may terminate this engagement or the performance of any Consulting Services upon written notice to Customer if insightsoftware determines that (a) a governmental, regulatory or professional entity (including, without limitation, the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board (the "PCAOB") or the Securities and Exchange Commission) or an entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation or decision, the result of which would render the performance of any part of the engagement illegal or otherwise unlawful or in conflict with independence or professional rules, or (b) circumstances change (including, without limitation, changes in ownership of Customer or any of its affiliates) such

that insightsoftware's performance of any part of the engagement would be illegal or otherwise unlawful or in conflict with independence or professional rules.

c) The Internal Revenue Service ("IRS") and some states have promulgated rules that require taxpayers to disclose their participation in reportable transactions by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy of that disclosure form with the IRS and/or the applicable state tax agency. These rules impose significant requirements to disclose certain transactions and such disclosures may encompass transactions entered into in the normal course of business. The Consulting Services that are the subject of this Agreement do not include any obligation by insightsoftware to identify any reportable transactions or disclosure obligations. Customer is responsible for ensuring that it has properly disclosed all reportable transactions; failure to make required disclosure may result in substantial penalties. insightsoftware will not be liable for any penalties resulting from Customer's failure to accurately and timely file any required reportable transaction disclosure.

TAX RATES
(NON-RECURRING SERVICES)

Assumptions:

US Level II is not applicable if Customer does not require set up for local taxes (in IN, KY, MD, MI, NY, OH, PA)
US Level I is not applicable if Customer does require set up for local taxes (in IN, KY, MD, MI, NY, OH, PA)

US Tax Rates – Level I (Federal and State). insightsoftware will assist Customer in setting up the current-year U.S. Federal and state tax withholding rates for individuals for jurisdictions as selected by Customer. Services include:

A. Setting up for:
   i. All Federal tax withholding
   ii. State tax withholding (all states; one rate only for each state). Customer may exclude tax items in select states as determined during initial set up
B. Assigning tax rates to the tax event types (e.g., option exercises, restricted stock unit releases, etc.)
C. Providing guidance to Customer on best practices for maintaining participant data in insightsoftware for proper application of the tax rates
D. Updating the tax setup at the beginning of each quarter in the calendar year in which this Statement of Work is effective.

insightsoftware's services do not include uploading or correcting participant data such as participant location data, year-to-date supplemental wages, and year-to-date tax withholding.

US Tax Rates – Level II (Federal, State and Local) (This Service offering is currently paused until further notice from insightsoftware…Please contact PSG EM Mgt for further discussion). insightsoftware will assist Customer in setting up the current-year U.S. Federal and state tax withholding rates for individuals for jurisdictions as selected by Customer. Services include:

A. Setting up for:
   i. All Federal tax withholding
   ii. State tax withholding (all states; one rate only for each state). Customer may exclude tax items in select states as determined during initial set up
   iii. Local tax withholding for localities in IN, KY, MD, MI, NY, OH, PA where Customer has employees currently holding outstanding equity awards. insightsoftware will assign a District Code to each local tax item using one of the following types of District Codes as elected by Customer: (i) district codes created by insightsoftware to identify local taxes, (ii) district codes based on tax identifier codes used by Customer's payroll provider, provided that Customer provides insightsoftware with an updated list of such codes prior to the set up by insightsoftware, and prior to each update as discussed below.
B. Assigning tax rates to the tax event types (e.g., option exercises, restricted stock unit releases, etc.)
C. Making adjustment to tax setup as appropriate for broker integration
D. Providing guidance to Customer on best practices for maintaining participant data in insightsoftware for proper application of the tax rates
E. Updating the tax setup at the beginning of each quarter in the calendar year in which this Statement of Work is effective.

insightsoftware's services do not include uploading or correcting participant data such as participant location data, district code (for local tax withholding), year-to-date supplemental wages, and year-to-date tax withholding.

Non-US Taxes is not applicable if Customer does not require set up for non-US taxes

Non-US Tax Rate Set Up

Customer has stock compensations award holders in the following non-U.S. tax jurisdictions:

COUNTRY	STATE/TERRITORY

insightsoftware will provide the following Services:

Tax Rate Services Setup. insightsoftware will assist Customer in setting up the individual tax withholding rates for the non-U.S. countries, states, cities and localities.

i. insightsoftware will provide Customer with a Set-Up Questionnaire for Customer to complete and return to insightsoftware.
ii. After receiving the completed questionnaire from Customer, insightsoftware will discuss with Customer to collect information regarding Customer's stock plans, corporate structure, plan procedures, employee demographics and any other information that is required to determine the appropriate withholding tax rates ("Tax Related Content").
iii. Following such discussion, and based on the information provided by Customer, insightsoftware will provide Customer with the data templates to set up the applicable withholding rates in the Certent system.

Non- US Tax Rates – Country Update. insightsoftware will update the tax item set up and tax rates for non-U.S. tax jurisdictions during the first quarter of each year. If Customer desires to add to the above list of non-U.S. tax jurisdictions, increase the regularity of updates for the non-U.S. tax jurisdictions or request insightsoftware make an off-cycle one-time update, then that will require an additional SOW.

Limitations. The following applies to these Tax Rates Services:

(a) insightsoftware will not determine Customer's tax withholding methodology, nor will insightsoftware interact with any of Customer's stakeholders (including but not limited to payroll personnel, internal auditors and external auditors) to explain tax rates. Customer is responsible for the upload of all Tax Related Content provided into the Certent Platform, unless otherwise agreed by insightsoftware.

(b) Customer shall be responsible to cooperate fully with insightsoftware in the performance of the Services, including by: (i) providing insightsoftware with relevant and accurate information on a timely basis that may be necessary for insightsoftware to provide the Services; (ii) confirming the completeness and continuing accuracy of all Tax Related Content; (iii) promptly updating insightsoftware regarding any changes in Tax Related Content; and (iv) being reasonably available to insightsoftware for consultation in connection with the Services.

(c) PRIOR TO CUSTOMER'S USE OR IMPLEMENTATION OF THE MATERIALS PROVIDED BY CERTENT IN CONNECTION WITH THE SERVICES ("*TAX RATE MATERIALS*"), CUSTOMER AGREES AND ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR REVIEWING THE TAX RATE MATERIALS TO ENSURE THAT THE TAX RATE MATERIALS (INCLUDING ANY TAX PROVISIONS THAT MAY BE STATED THEREIN) ARE APPROPRIATE, SUITABLE AND ACCURATE FOR CUSTOMER'S PURPOSES. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE TAX RATE MATERIALS OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES. THROUGH THESE SERVICES, CERTENT DOES NOT OFFER OR PROVIDE LEGAL, TAX, FINANCIAL OR ACCOUNTING ADVICE, INCLUDING WAYS THAT EQUITY COMPENSATION CAN OR MAY BE USED TO ACHIEVE A PARTICULAR GOAL. THE TAX RATE MATERIALS ARE PROVIDED AS GENERAL INFORMATION, ARE INTENDED FOR INFORMATIONAL PURPOSES ONLY, AND ARE NOT INTENDED TO BE RELIED UPON AS PROFESSIONAL LEGAL, TAX, FINANCIAL OR ACCOUNTING ADVICE.

(d) Any information Customer may receive in connection with the Tax Rate Content, Services, and Tax Rate Materials (i) will not constitute a Covered Opinion, as such term is defined in §10.35 of Circular 230 and (ii) are not intended to, and shall not constitute, legal advice.

(e) For insightsoftware to perform the Services it is not necessary that insightsoftware receives any information relating to a natural identifiable person ("*Personally Identifiable Information*") subject to privacy laws. Customer agrees that Customer will not provide insightsoftware with any Personally Identifiable Information in connection with the Tax Administration Rate Services.

(f) insightsoftware not be liable for changes in tax rates that occur after the Tax Rate Content and other Tax Rate Materials are provided to Customer. Further, insightsoftware will not calculate individual tax liabilities and will not determine individual tax rates under this Order Form.