

eFMLA Order Form and Terms of Service

** Required Fields

| | | | | | |
|-------------------------------|-----------------------------|----------------------|---------|--|-----|
| Today's Date ** | 5-3-2021 | Annual Cost | \$2,295 | Implementation & Training Fee | \$0 |
| Organization ** | Broken Arrow Public Schools | | | | |
| Primary Contact ** | Becky Bishop | | | | |
| Primary Email ** | rbishop@baschools.org | | | | |
| Street Address 1 ** | 701 South Main Street | | | | |
| Street Address 2 | | | | | |
| City ** | Broken Arrow | | | | |
| State ** | OK | Zip Code ** | 74012 | | |
| Number of Employees ** | 2200 | | | | |
| Primary Phone Number | 918-259-5754 | Fax Number ** | | | |

OTHER INFORMATION: Your renewal period is 07/01/2021 – 06/30/2022 and will be invoiced on or about 06/01/2021 with payment due upon receipt. The school district may renew this Agreement annually thereafter at its option. Note: you may cancel your subscription at any time consistent with the terms of this Service Agreement.

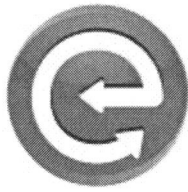
By signing below, I agree to the eFMLA Terms of Service.

Authorized Signature ** _____ Title ** _____

Printed Name ** _____ Date ** _____

Purchase Order # _____ (OPTIONAL)

eFMLA, Inc.
7406 Alban Station Ct., Suite B-210, Springfield, Virginia, 22150
(P) 855-488-FMLA (F) 703-644-5384 (E) support@efmla.com
www.eFMLA.com



eFMLA

7406 Alban Station Court, B-210
Springfield, VA 22150

Quote

| Date | Quote # |
|------------|------------------|
| 03/08/2021 | 3993-88142-Quote |

| |
|---|
| Bill To: |
| Broken Arrow Public Schools - Human Resources Attn: Becky Bishop 701 S. Main St. Broken Arrow, OK 74012 |

| | |
|---------------|-------------------------------|
| Phone: | 855-488-FMLA Toll Free |
| Fax: | 703-644-5384 |
| Email: | Support@eFMLA.com |

| Account # | | Purchase Order # |
|-----------------------------------|--|-------------------------|
| 3993 | | N/A |
| Quantity | Description | Amount |
| 1 | Annual eFMLA Subscription Fee Annual Fee: \$2295 Period: 07/01/2021 - 06/30/2022 Terms: Annual Payment is Due upon Receipt of Invoice. Note: Your annual renewal fee has remained the same, however, next year we will raise your current renewal fee by \$100 in order to keep pace with rising costs. Your new rate will remain in effect for at least 2 years. | \$ 2295.00 |
| Thank you for using eFMLA. | | Quote \$ 2295.00 |

eFMLA Terms of Service

By using the eFMLA, Inc. system website (hereinafter referred to as the "Service"), you (hereinafter referred to as the "Client") agree to accept the following Terms and Conditions ("Terms of Service").

Any new features that augment or enhance the current Service shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes.

1. Service Definition

The Service is a web-based solution provided via the web site www.eFMLA.com. The Service may be used to administer and manage an unlimited number of employees who request FMLA leave and are required to receive notices under the applicable FMLA federal regulations.

Some features available in the Service include:

- a. Electronic management of FMLA-related forms and notices that can be customized to reflect each organization's unique policies and procedures,
- b. Additional related forms, policies, and materials to better manage FMLA,
- c. eFMLA data management of all FMLA-related information and documents,
- d. Online tracking & monitoring of all FMLA leave usage and balances,
- e. Electronic processing of paperwork with employees and health care providers,
- f. Reference tips and explanations,
- g. 24/7 secure access,
- h. Up to ten (10) eFMLA account administrators, and
- i. Human resource management advice regarding FMLA policies, procedures and administration (additional fee required).

The Implementation Fee includes the following:

- a. Review and recommended changes to existing FMLA policies and procedures.
- b. Setup of Account Profile via live webinar.
- c. Training for HR staff regarding best practices in FMLA administration.
- d. Training regarding the use of the eFMLA system.

Additional features that are developed during the Terms of Service will automatically be made part of the Service for no additional fee. Not all new features are enabled by default. Significant changes to existing features will be announced via customer eNewsletter or the eFMLA blog at www.eFMLA.com.

2. Support

eFMLA, Inc. will provide the Client with prompt technical support on setting up and configuring the Service, access to the Service, and other issues related to the Service provided by eFMLA at no additional charge. eFMLA, Inc. does not offer customer support for any other application, service or hardware.

Customer support can be obtained by using the following contact information:

- a. **Email technical support:**
 - Email Hours: 24 hours, 7 days per week, 365 days of the year
 - Email Address: support@efmla.com

b. **Phone technical support:**

- Phone Hours: 9 AM to 5 PM EST Monday through Friday, excluding U.S. national holidays
- Phone Number: 855-488-FMLA (3652)

c. **After hours emergency support:**

- Send an email to esupport@efmla.com stating the nature of the emergency and your contact information.

Upon contacting Support, the Client will be required to provide an account username and a full description of the problem including error messages, screenshots, and other troubleshooting information as requested by Technical Support personnel.

Requests for support shall be responded to within four (4) business hours for Critical support requests and within one (1) business day for non-critical requests. Critical requests shall be resolved within twenty-four (24) hours. non-critical requests shall be resolved on a first-come first-served basis, typically within two (2) to five (5) business days, depending on the complexity of the inquiry and support requests volume. All requests are governed by the Terms of Service.

Critical requests are defined as one of the following:

- a. A complete failure that results in the inability of the Client to use the Service for a period longer than four (4) consecutive hours, or
- b. The loss, corruption or unintended migration of Client data. The Client agrees to contact eFMLA, Inc. via all possible contact methods available.

3. Training and Support

Online training and support is included with all accounts unless stated otherwise. Training consists of usage and management of the eFMLA software system. It does not include any legal advice regarding specific FMLA questions, issues, or factual situations. However, human resource management advice regarding FMLA administration, training and policy review is available to the Client by contacting eFMLA, Inc. cofounder Scott Macdonald, Esq., SPHR, at (860) 604-2468 or scott@efmla.com. Mr. Macdonald's biography is available for viewing at <http://ww4.efmla.com/Bios/SMacdonald.tpl>.

4. Payment and Refund Terms

eFMLA, Inc. will bill the annual subscription fee upon completion of the Test Drive or Free Trial Period. All invoices must be paid within 90 days or the Client's account will be subject to deactivation.

If the Client cancels the Service pursuant to the Termination provision below, cancellations will be effective at the beginning of the month following the 30-day notice period. No partial month or total annual refunds can be made. In order to treat everyone equally, no exceptions will be made.

The Client's annual account fee will remain constant for two (2) years from the start of Service. After two years, it will adjust to the current rate if the annual fee for the Service has increased.

5. General Terms

- a. You are responsible for maintaining the privacy and security of your account. As such, eFMLA, Inc. will not be held liable for any damage or loss that may result from your failure to protect your login information, including your password.
- b. You are responsible for all your activity and posted content. You may not use the Service for any illegal or unauthorized purpose.
- c. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, eFMLA, Inc., or any other eFMLA, Inc. service.
- d. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by eFMLA, Inc.
- e. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
- f. You must not knowingly upload, post, host, or transmit unsolicited content (including "spam" messages).
- g. You must not knowingly transmit any worms or viruses or any code of a destructive nature.
- h. Any questions regarding the Terms of Service should be addressed to the Director of Support Services at support@efmla.com.

6. Network Availability and Uptime

eFMLA, Inc. guarantees that the system shall be available and usable 99% of the time, measured on a calendar-month basis. All duties related to meeting this uptime guarantee shall be an obligation of eFMLA, Inc. As such, eFMLA, Inc. warrants that the system shall function in accordance with the specifications below and with any other published specifications not inconsistent herewith.

These include:

- a. Redundant power
- b. Daily data backups
- c. Daily virus scans
- d. Network checks every five (5) minutes, with a thirty (30) second failure threshold
- e. Service and security patches installed as soon as practical

7. Feature, Account and Customization Requests

eFMLA, Inc. will assist the Client with customization requests, new feature suggestions and account changes for the duration of time that the Client uses the Service. Please note: all such requests must not interfere with the use of eFMLA, Inc. by other Clients.

a. **Customization requests:**

The Client may send customization requests to the Director of Support Services at support@efmla.com. Customization requests will be responded to within one (1) business day. eFMLA, Inc. acknowledges that the Client must approve all requests which would incur a charge.

b. **New feature requests:**

New feature requests are encouraged but are not considered customization. Feature requests are placed into a queue and monitored for demand. All requests are developed on a timeline determined by eFMLA, Inc. The Client acknowledges that any feature request done to the Service

becomes part of the Service as a whole and may be distributed to other Clients, but in no case will any Client data be distributed to any outside party without the Client's written approval. Any feature that is distributed to all clients shall not be charged against Client.

c. **Account changes:**

Any fixed account, company and administrator contact information can be altered at the Client's request.

Note: All Feature, Change and Customization Requests must be sent by the Account Primary Administrator. Additional work performed outside of the scope of the above paragraphs will be billed at a predetermined hourly rate. Please contact support@efmla.com for more information.

8. Use of System

eFMLA, Inc. grants the Client one (1) account with unlimited administrative use of the system and up to five (5) administrators. The Client is not authorized to give any other organization access to the administrative portion of the system or otherwise share the system with anyone outside the Client's organization. The Client may only provide system information and access to individuals within the Client's organization and to other authorized personnel (i.e. Healthcare Providers).

9. Ownership of System and Data

Client acknowledges that eFMLA, Inc. is the sole owner of the Service. eFMLA, Inc. acknowledges that the Client is the sole owner of all employee data. eFMLA, Inc. agrees that, when directed by the Client, it will provide a full data extract of all Client data to the Client via electronic media or other format that is in a form that is readable and usable to the Client within ten (10) business days of the Client's written request. eFMLA, Inc. reserves the right to download data for maintenance and backup purposes only and it shall be maintained subject to the confidentiality requirements hereinafter described.

10. Force Majeure

If performance of the Service or any obligation under the Terms of Service is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if eFMLA, Inc. is unable to carry out its obligations, then the obligations of the Service invoked in this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of nature, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, wars, strikes, lockouts, power failures, communication failures, internet service provider disruptions, shortages, breaches, or delays.

11. Confidentiality

eFMLA, Inc. recognizes and acknowledges that the Terms of Service creates a confidential relationship between eFMLA, Inc. and the Client, and that all information contained within Service, as well as Client's business affairs is confidential in nature. All such information concerning the Client is hereinafter collectively referred to as "Confidential Information."

12. Non-Disclosure

eFMLA, Inc. agrees that, except as directed by the Client, it will not at any time during or after the tenure of the Terms of Service disclose any Confidential Information to any person whatsoever. Upon the termination of service, it will turn over to the Client all FMLA database files, documents, papers, and other matter in its possession or control that relate to the Client, as appropriate.

13. Termination

The Client may terminate their account when it determines that termination is in the best interests of the Client by giving eFMLA, Inc. 30-days written notice of their intent. eFMLA, Inc. may terminate the Service due to any breach of the above Terms of Service by the Client.

14. Governing Law

This Terms of Service, the rights and obligations of the parties hereto, and any claims or disputes that arise hereunder, shall be governed by and construed in accordance with the laws of the State of Minnesota.

15. Entire Agreement; Modification

This Terms of Service constitutes the entire agreement of the parties with respect to the subject matter hereof. This Terms of Service may be modified or amended only by an instrument in writing signed by both parties hereto.