

SOFTWARE-AS-A-SERVICE SUBSCRIPTION AGREEMENT – EXHIBIT E

Definitions

“Platform” means the technology accessed via Envision Consulting Services software, including dashboards, tools, templates, workflows, AI-enabled features, data storage, and related documentation.

“AI Features” means any automated logic, artificial intelligence, machine learning, decision-support tools, predictive content, or generated outputs within the Platform.

“Authorized Users” means Client employees or representatives authorized to access the Platform.

Client Responsibilities

Client shall:

1. Ensure accuracy, completeness, and timeliness of all data entered into the Platform
2. Designate Authorized Users and maintain access controls
3. Independently review, verify, and validate all Platform outputs
4. Retain qualified legal, tax, HR, and compliance advisors
5. Remain solely responsible for all employment-related decisions and actions
6. Client is responsible for:
 - Determining what data is uploaded to the Platform
 - Limiting PHI to the minimum necessary
 - Ensuring Authorized Users are properly trained
 - Maintaining internal HIPAA, privacy, and security policies

Provider does not verify factual accuracy or legal sufficiency of Client-provided data.

Artificial Intelligence & Automated Content Disclaimer

The Platform may include AI Features. Client acknowledges and agrees that:

- AI outputs may be incomplete, outdated, jurisdictionally inaccurate, or based on assumptions
- AI outputs do not constitute legal, tax, or compliance advice
- AI outputs must be independently reviewed before reliance or implementation

Provider makes no representations or warranties regarding the accuracy or applicability of AI-generated content.

Compliance Responsibility & Wrong-Answer Disclaimer

Client retains sole responsibility for:

- Employment law compliance
- Wage and hour compliance
- Benefits administration compliance
- ACA, COBRA, ERISA, HIPAA obligations
- Employee classification and eligibility determinations

Under no circumstances shall Provider be liable for:

- Regulatory penalties, fines, interest, or assessments
- Government audits or enforcement actions
- Employee claims or lawsuits
- Reliance on Platform or AI outputs

Data Security, Privacy & HIPAA Compliance

Data Security Safeguards

Provider maintains administrative, technical, and physical safeguards designed to protect Client data against unauthorized access, disclosure, alteration, or destruction, consistent with generally accepted industry standards.

These safeguards include, but are not limited to:

- Role-based access controls
- Encryption of data in transit and at rest (where applicable)
- Secure authentication protocols
- System monitoring and intrusion detection
- Vendor risk management and access limitations

Provider's safeguards are designed to reduce risk, but Client acknowledges that no system can be guaranteed to be completely secure.

Protected Health Information (PHI) & HIPAA

To the extent the Platform stores or processes Protected Health Information ("PHI"), Provider represents that it maintains safeguards reasonably designed to comply with the HIPAA Security Rule, as applicable to software platform providers.

Client acknowledges and agrees that:

- Provider is not a healthcare provider or health plan
- Provider's role is limited to technology infrastructure and data hosting
- Provider does not make determinations regarding HIPAA applicability to Client data

Client remains solely responsible for determining whether it is a Covered Entity or Business Associate under HIPAA and for ensuring its own compliance obligations are met.

Business Associate Agreement

The Business Associate Agreement attached as Exhibit F is incorporated herein and governs all HIPAA-related obligations.

No HIPAA obligations shall apply unless and until a BAA is executed.

This Exhibit is incorporated into and governed by the Master Services & Software-as-a-Service Agreement. All obligations under this Exhibit are subject to the Disclaimer of Warranties, Limitation of Liability, and Indemnification provisions of the Master Agreement. Services will be provided in accordance with the terms of the Master Services & Software-as-a-Service Agreement.

All Platform access is conditioned upon continued compliance with the Master Agreement.