

ISOLVED, INC. WELFARE BENEFITS
PLAN

WRAP SUMMARY PLAN DESCRIPTION

isolved, Inc.
1215 N. Community House Road
Suite 800
Charlotte, NC 28277

ISOLVED, INC. WELFARE BENEFITS PLAN

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ISOLVED, INC. WELFARE BENEFITS PLAN

WRAP SUMMARY PLAN DESCRIPTION

This document, along with the benefits booklets and certificates, and provider contracts, policies and descriptions, is the summary plan description (“SPD”) for the isolved, Inc. Welfare Benefits Plan (the “Plan”). These documents describe the Plan as in effect on March 20, 1990. The Plan may be changed from time to time.

Because the benefits you receive through the Plan will be of importance to you and your family, you should retain this SPD as part of your permanent records. However, remember that it is only a summary. The SPD summarizes who is eligible for benefits and the nature of the benefits available. The SPD does not change the provisions of any benefit plan documents, certificates of coverage-or any legal instrument related to the creation, operation, funding, or benefit payment obligations of the benefit plans.

For additional information regarding the Plan, you should contact the Director, HR Operations at 517.252.4820 or refer to the Welfare Program documents and the full insurance contracts. Copies of the documents are available from the Employer on request. If the terms of this SPD conflict with the carrier-issued Plan documents or certificates of coverage, the carrier-issued Plan documents shall govern.

GENERAL PLAN INFORMATION

Type of Plan: Welfare, including the following Welfare Programs: \$2,000 HSA Buy-Up Plan, \$4,000 HSA Base Plan, PPO Plan, Drexel Prescription Drug Plan, Delta Dental PPO, VSP Choice Plan, Health Savings Account, Health Care FSA, Limited Purpose FSA, Life and AD&D Plan, Short Term Disability, Long Term Disability, Accident Insurance, Hospital Indemnity Plan, Critical Illness Plan as enumerated in Appendix A

Plan Name: isolved, Inc. Welfare Benefits Plan (the “Plan”)

Plan Number: 501

Plan Year: The Plan Year is the twelve month period ending December 31.

Plan Sponsor: isolved, Inc. (the “Employer”)
1215 N. Community House Road
Suite 800
Charlotte, NC 28277
800-733-8839
For a list of Participating Employers, please refer to Appendix B.

Plan Sponsor’s Employer Identification Number: 38-2976613

Plan Administrator: isolved, Inc.
 1215 N. Community House Road
 Suite 800
 Charlotte, NC 28277
 800-733-8839

Agent for Service of Legal Process: isolved, Inc.
 1215 N. Community House Road
 Suite 800
 Charlotte, NC 28277
 800-733-8839

Service of legal process may also be made upon the Plan Administrator.

Plan Administration: Welfare Programs available under the Plan are administered by providers/insurers from which services or benefits are purchased. Unless otherwise indicated, all benefit plans are administered by the respective insurers or providers who provide and guarantee the benefits. Self-insured or unfunded benefits, if any, are paid from the Employer's general assets.

Claims Administrators: See chart below and/or the separate summary that may apply to a particular type of coverage.

For Claims On	Claims Administrator Name	Contact
\$2,000 HSA Buy-Up Plan	Blue Cross Blue Shield of North Carolina	877-275-9787
\$4,000 HSA Base Plan	Blue Cross Blue Shield of North Carolina	877-275-9787
PPO Plan	Blue Cross Blue Shield of North Carolina	877-275-9787
Drexil Prescription Drug Plan	Drexil	844-728-3479
Delta Dental PPO	Delta Dental of Michigan	800-524-0149
VSP Choice Plan	VSP	(800) 877-7195
Health Savings Account	isolved, Inc.	800-733-8839
Health Care FSA	isolved, Inc.	800-733-8839
Limited Purpose FSA	isolved, Inc.	800-733-8839

Life and AD&D Plan	Prudential Ins Co Of Amer	(706) 243-8708
Short Term Disability	Prudential Ins Co Of Amer	(706) 243-8708
Long Term Disability	Prudential Ins Co Of Amer	(706) 243-8708
Accident Insurance	Prudential Ins Co Of Amer	(706) 243-8708
Hospital Indemnity Plan	Prudential Ins Co Of Amer	(706) 243-8708
Critical Illness Plan	Prudential Ins Co Of Amer	(706) 243-8708

ELIGIBILITY AND BENEFITS

An Employee (and his or her Spouse, Domestic Partner and Dependents, if applicable) is eligible to participate in the Plan only if and to the extent the Participant is eligible with respect to a particular type of coverage under the Plan and the Participant makes the required employee contribution for the coverage selected. **All references to “Spouse” within this document shall include Domestic Partner.** The Plan Administrator will inform you of the amount of required employee contributions, if any, for each type of coverage.

In general, the eligibility requirements for each type of coverage include the following:

\$2,000 HSA Buy-Up Plan	
Provider or Program Administrator Information	Blue Cross Blue Shield of North Carolina 8049 Corporate Center Dr Charlotte, North Carolina 28226 877-275-9787 https://www.bluecrossnc.com/
Funding Medium	Self-Insured – The benefit is self-insured
Eligibility	Generally, employees who work an average of 30 hour(s) per week. Spouse Dependent/Child Domestic Partner
Employees Excluded from Coverage	Not Applicable
Waiting Period	There is no waiting period before an Employee is eligible to participate.
Effective Date of Coverage	Plan coverage begins first of the month following or coinciding with initial date of hire.
Coverage Termination	Plan coverage will terminate at the end of the month in which the Employee terminates employment or is no longer an eligible Employee under the Plan’s provisions.

\$4,000 HSA Base Plan	
Provider or Program Administrator Information	Blue Cross Blue Shield of North Carolina 8049 Corporate Center Dr Charlotte, North Carolina 28226 877-275-9787 https://www.bluecrossnc.com/
Funding Medium	Self-Insured – The benefit is self-insured
Eligibility	Generally, employees who work an average of 30 hour(s) per week. Spouse Dependent/Child Domestic Partner
Employees Excluded from Coverage	Not Applicable
Waiting Period	There is no waiting period before an Employee is eligible to participate.
Effective Date of Coverage	Plan coverage begins first of the month following or coinciding with initial date of hire.
Coverage Termination	Plan coverage will terminate at the end of the month in which the Employee terminates employment or is no longer an eligible Employee under the Plan's provisions.

PPO Plan	
Provider or Program Administrator Information	Blue Cross Blue Shield of North Carolina 8049 Corporate Center Dr Charlotte, North Carolina 28226 877-275-9787 https://www.bluecrossnc.com/
Funding Medium	Self-Insured – The benefit is self-insured
Eligibility	Generally, employees who work an average of 30 hour(s) per week. Spouse Dependent/Child Domestic Partner
Employees Excluded from Coverage	Not Applicable
Waiting Period	There is no waiting period before an Employee is eligible to participate.
Effective Date of Coverage	Plan coverage begins first of the month following or coinciding with initial date of hire.
Coverage Termination	Plan coverage will terminate at the end of the month in which the Employee terminates employment or is no longer an eligible Employee under the Plan's provisions.

Drex Prescription Drug Plan	
Provider or Program Administrator Information	Drex 2700 North Central Ave., Suite 1110
	Phoenix, Arizona 85004 844-728-3479 https://www.drex.com/
Funding Medium	Self-Insured – The benefit is self-insured
Eligibility	Generally, employees who work an average of 30 hour(s) per week. Spouse Dependent/Child Domestic Partner
Employees Excluded from Coverage	Employees not participating in one of the major medical plans sponsored by isolved.
Waiting Period	There is no waiting period before an Employee is eligible to participate.
Effective Date of Coverage	Plan coverage begins first of the month following or coinciding with initial date of hire.
Coverage Termination	Plan coverage will terminate at the end of the month in which the Employee terminates employment or is no longer an eligible Employee under the Plan's provisions.

Delta Dental PPO	
Provider or Program Administrator Information	Delta Dental of Michigan 9981 (Contract Number) 4100 Okemos Rd. Okemos, Michigan 48864 800-524-0149 https://www.deltadentalmi.com/
Funding Medium	Fully Insured – The benefit is fully insured by the above named Provider
Eligibility	Generally, employees who work an average of 30 hour(s) per week. Spouse Dependent/Child Domestic Partner
Employees Excluded from Coverage	Not Applicable
Waiting Period	There is no waiting period before an Employee is eligible to participate.
Effective Date of Coverage	Plan coverage begins first of the month following or coinciding with initial date of hire.
Coverage Termination	Plan coverage will terminate at the end of the month in which the Employee terminates employment or is no longer an eligible Employee under the Plan's provisions.

VSP Choice Plan	
Provider or Program Administrator Information	VSP 12252627 (Contract Number)
	3333 Quality Drive Rancho Cordova, California 95670 (800) 877-7195 https://www.vsp.com
Funding Medium	Fully Insured – The benefit is fully insured by the above named Provider
Eligibility	Generally, employees who work an average of 30 hour(s) per week. Spouse Dependent/Child Domestic Partner
Employees Excluded from Coverage	Not Applicable
Waiting Period	There is no waiting period before an Employee is eligible to participate.
Effective Date of Coverage	Plan coverage begins first of the month following or coinciding with initial date of hire.
Coverage Termination	Plan coverage will terminate at the end of the month in which the Employee terminates employment or is no longer an eligible Employee under the Plan's provisions.

Health Care FSA	
Provider or Program Administrator Information	isolved, Inc. 1215 N. Community House Road, Suite 800 Charlotte, NC 28277 800-733-8839
Funding Medium	Self-Insured – The benefit is self-insured
Eligibility	Generally, employees who work an average of 30 hour(s) per week. Spouse Dependent/Child Domestic Partner The above Participants must be eligible to enroll in the Employer's primary group health plan.
Employees Excluded from Coverage	Not Applicable
Waiting Period	There is no waiting period before an Employee is eligible to participate.
Effective Date of Coverage	Plan coverage begins first of the month following or coinciding with initial date of hire.
Coverage Termination	Plan coverage will terminate the day the Employee terminates employment or is no longer an eligible Employee under the Plan's provisions.

Limited Purpose FSA	
Provider or Program Administrator Information	isolved, Inc. 1215 N. Community House Road, Suite 800 Charlotte, NC 28277 800-733-8839
Funding Medium	Self-Insured – The benefit is self-insured
Eligibility	Generally, employees who work an average of 30 hour(s) per week. Spouse Dependent/Child Domestic Partner The above Participants must be eligible to enroll in the Employer's primary group health plan.
Employees Excluded from Coverage	Employees not participating in one of the medical plans
Waiting Period	There is no waiting period before an Employee is eligible to participate.
Effective Date of Coverage	Plan coverage begins first of the month following or coinciding with initial date of hire.
Coverage Termination	Plan coverage will terminate the day the Employee terminates employment or is no longer an eligible Employee under the Plan's provisions.

Life and AD&D Plan	
Provider or Program Administrator Information	Prudential Ins Co Of Amer 71920 (Contract Number) 751 BROAD STREET NEWARK, New Jersey 12211 (706) 243-8708 WWW.PRUDENTIAL.COM
Funding Medium	Fully Insured – The benefit is fully insured by the above named Provider
Eligibility	Generally, employees who work an average of 30 hour(s) per week. Spouse Dependent/Child Domestic Partner
Employees Excluded from Coverage	Not Applicable
Waiting Period	There is no waiting period before an Employee is eligible to participate.
Effective Date of Coverage	Plan coverage begins first of the month following or coinciding with initial date of hire .
Coverage Termination	Plan coverage will terminate the day the Employee terminates employment or is no longer an eligible Employee under the Plan's provisions.

Short Term Disability	
Provider or Program Administrator Information	Prudential Ins Co Of Amer 71920 (Contract Number) 751 BROAD STREET NEWARK, New Jersey 12211 (706) 243-8708 WWW.PRUDENTIAL.COM
Funding Medium	Fully Insured – The benefit is fully insured by the above named Provider
Eligibility	Generally, employees who work an average of 30 hour(s) per week. Spouse Dependent/Child Domestic Partner
Employees Excluded from Coverage	Not Applicable
Waiting Period	There is no waiting period before an Employee is eligible to participate.
Effective Date of Coverage	Plan coverage begins first of the month following or coinciding with initial date of hire.
Coverage Termination	Plan coverage will terminate the day the Employee terminates employment or is no longer an eligible Employee under the Plan's provisions.

Long Term Disability	
Provider or Program Administrator Information	Prudential Ins Co Of Amer 71920 (Contract Number) 751 BROAD STREET NEWARK, New Jersey 12211 (706) 243-8708 WWW.PRUDENTIAL.COM
Funding Medium	Fully Insured – The benefit is fully insured by the above named Provider
Eligibility	Generally, employees who work an average of 30 hour(s) per week. Spouse Dependent/Child Domestic Partner
Employees Excluded from Coverage	Not Applicable
Waiting Period	There is no waiting period before an Employee is eligible to participate.
Effective Date of Coverage	Plan coverage begins first of the month following or coinciding with initial date of hire.
Coverage Termination	Plan coverage will terminate the day the Employee terminates employment or is no longer an eligible Employee under the plan's provisions.

Accident Insurance	
Provider or Program Administrator Information	Prudential Ins Co Of Amer 71920 (Contract Number) 751 BROAD STREET NEWARK, New Jersey 12211 (706) 243-8708 WWW.PRUDENTIAL.COM
Funding Medium	Fully Insured – The benefit is fully insured by the above named Provider
Eligibility	Generally, employees who work an average of 30 hour(s) per week. Spouse Dependent/Child Domestic Partner
Employees Excluded from Coverage	Not Applicable
Waiting Period	There is no waiting period before an Employee is eligible to participate.
Effective Date of Coverage	Plan coverage begins first of the month following or coinciding with initial date of hire.
Coverage Termination	Plan coverage will terminate the day the Employee terminates employment or is no longer an eligible Employee under the Plan's provisions.

Hospital Indemnity Plan	
Provider or Program Administrator Information	Prudential Ins Co Of Amer 71920 (Contract Number) 751 BROAD STREET NEWARK, New Jersey 12211 (706) 243-8708 WWW.PRUDENTIAL.COM
Funding Medium	Fully Insured – The benefit is fully insured by the above named Provider
Eligibility	Generally, employees who work an average of 30 hour(s) per week. Spouse Dependent/Child Domestic Partner
Employees Excluded from Coverage	Not Applicable
Waiting Period	There is no waiting period before an Employee is eligible to participate.
Effective Date of Coverage	Plan coverage begins first of the month following or coinciding with initial date of hire.
Coverage Termination	Plan coverage will terminate the day the Employee terminates employment or is no longer an eligible Employee under the Plan's provisions.

Critical Illness Plan	
Provider or Program Administrator Information	Prudential Ins Co Of Amer 71920 (Contract Number) 751 BROAD STREET NEWARK, New Jersey 12211 (706) 243-8708 WWW.PRUDENTIAL.COM
Funding Medium	Fully Insured – The benefit is fully insured by the above named Provider
Eligibility	Generally, employees who work an average of 30 hour(s) per week. Spouse Dependent/Child Domestic Partner
Employees Excluded from Coverage	Not Applicable
Waiting Period	There is no waiting period before an Employee is eligible to participate.
Effective Date of Coverage	Plan coverage begins first of the month following or coinciding with initial date of hire.
Coverage Termination	Plan coverage will terminate the day the Employee terminates employment or is no longer an eligible Employee under the Plan's provisions.

To the extent required by applicable law under the Patient Protection and Affordable Care Act ("ACA"), for certain companies with 50 or more full-time Employees, the number of hours worked to obtain full-time status for group health plan coverage purposes will be determined in accordance with certain measurement rules adopted by the Employer for all Employees (including variable hour and seasonal employees, if such classes exist within the Employer). A temporary Employee is not eligible for coverage if he or she is eligible for health coverage through a leasing company, unless otherwise required by the ACA and the Employer. Determination of full-time Employee status will be made by the Plan Administrator, in its sole and absolute discretion, in accordance with the Plan and the applicable Employer Shared Responsibility provisions of the ACA and its accompanying regulations. This eligibility information is available upon request to the Plan Administrator.

If the Employer utilizes the measurement rules under the "look-back" method as permitted by the ACA and its accompanying regulations, each Employee's hours of service in a prior period (called the "measurement period") will be calculated to determine the status of the Employee during a future period (called the "stability period"). The Employer may also utilize an additional time period (called the "administrative period"), between the measurement period and the stability period, to complete administrative functions such as determining which Employees are eligible for coverage and enrolling Employees in coverage. Employees whose hours are variable or otherwise uncertain at their start dates

(e.g., "variable hour" or "seasonal" Employees) will not initially be eligible for coverage during the applicable measurement period—if it is determined during the measurement period (and any associated administrative period, if applicable) that such Employees are considered to be full-time, they will be offered coverage during their subsequent stability period.

Under ERISA, the Plan Administrator of the group health plan may have fiduciary responsibilities regarding distribution of dividends, demutualization and use of the Medical Loss Ratio rebates from group health insurers. Some or all of any rebate may be an asset of the plan, which must be used for the benefit of the participants covered by the policy. Participants should contact the Plan Administrator directly for information on how the rebate will be used.

ENROLLING IN THE PLAN

The Plan Administrator will establish procedures in accordance with each type of coverage for the enrollment of eligible Employees, their Spouses or Dependents, if any, and will communicate these procedures to eligible Employees. The Plan Administrator will prescribe enrollment forms that must be completed by a prescribed deadline prior to commencement of coverage under the Plan.

DISCRIMINATION BASED ON HEALTH-RELATED FACTORS PROHIBITED

A federal law, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) prohibits health plans from discriminating against any participant or dependent in terms of eligibility to participate in the Plan based on a health-related factor. Accordingly, benefits provided under your Plan will be available to all similarly situated individuals. Any restriction on benefits will be applied uniformly to all similarly situated individuals and may not be directed at an individual based on a health-related factor. The Plan may (i) limit or exclude benefits that are experimental or are not medically necessary and (ii) require an individual to satisfy a deductible, copay, coinsurance, or other cost-sharing requirement in order to obtain a benefit, provided that all limits, exclusions, or cost-sharing requirements apply uniformly to all similarly situated individuals, and are not just directed at an individual based on a health-related factor.

HIPAA PRIVACY ISSUES

HIPAA also requires that health plans protect the confidentiality of your private health information. A complete description of your rights under HIPAA can be found in the Plan’s Privacy Notice or, if appropriate, in the privacy notice provided by the insurer. To obtain a copy of the privacy notice, contact the insurer or, if you have questions or complaints about the privacy of your health information, contact the Plan Administrator.

Neither this Plan nor the Employer will use or further disclose information that is protected by HIPAA (“protected health information”) except as necessary for treatment, payment, health plan operations and plan administration, or as permitted or required by law. By law, the Plan has required all of its business associates to also observe HIPAA’s privacy rules. In particular, the Plan will not, without authorization, use or disclose protected health information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer.

Under HIPAA, you have certain rights with respect to your protected health information, including certain rights to see and copy the information, receive an accounting of certain disclosures of the information and, under certain circumstances, amend the information. You also have the right to file a

complaint with the Plan, your insurer, or with the Secretary of the U.S. Department of Health and Human Services if you believe your rights under HIPAA have been violated.

SPECIAL ENROLLMENT RIGHTS

If you are declining enrollment for yourself, your Spouse or Dependents because of other health insurance or group health plan coverage, you may be able to enroll yourself and your Spouse and Dependents in this plan if you or your Spouse or Dependents lose eligibility for that other coverage (or if the Employer stops contributing towards your or your Spouse's or Dependents' other coverage). However, you must request enrollment within 30 days after your or your Spouse's or Dependents' other coverage ends (or after the Employer stops contributing toward the other coverage).

In addition, if you have a new Spouse or Dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your Spouse and Dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

If you or your Spouse or Dependents are eligible, but not enrolled, in the Group Medical Plan listed in Appendix A you may enroll when:

- Medicaid or Children's Health Insurance Program ("CHIP") coverage is terminated as a result of loss of eligibility and you request coverage under the Group Medical Plan listed in Appendix A within 60 days after the termination, or
- You or your Spouse or Dependent become eligible for a premium assistance subsidy under Medicaid or CHIP and you request coverage under the Group Medical Plan listed in Appendix A within 60 days after eligibility is determined.

The special enrollment rules do not apply to limited scope dental or vision benefits or certain health care flexible spending accounts (*e.g.*, spending accounts that limit benefits to employee salary reduction amounts).

To request special enrollment or obtain more information, contact the Plan Administrator.

QUALIFIED MEDICAL CHILD SUPPORT ORDERS

A qualified medical child support order ("QMCSO") is an order made pursuant to state domestic relations law by a court or a state agency authorized under state law to issue child support orders which requires a group health plan to provide coverage to a child or children of an Employee. The Plan Administrator shall comply with the terms of any QMCSO it receives, and shall:

- (a) Establish reasonable procedures to determine whether a medical child support order is a QMCSO (these procedures are available, free of charge, to Participants and Beneficiaries upon request to the Plan Administrator);
- (b) Promptly notify the Employee and the child (or child's guardian) of the receipt of any medical child support order, and the group medical plan's procedures for determining whether a medical child support order is a QMCSO; and

- (c) Within a reasonable period of time after receipt of such order, determine whether such order is a QMCSO and notify the Employee and the child of such determination.

STATE MEDICAID PROGRAMS

Eligibility for coverage or enrollment in a State Medicaid Program will not impact your eligibility or a Spouse's or Dependent's in this Plan. Payment of benefits shall be in accordance with any assignment of rights as required by any State Medicaid Program.

If a Welfare Program available under this Plan contains provisions regarding coordination of benefits with State Medicaid Programs, the language in the written materials for such Welfare Program will govern unless the language fails to comply with applicable laws and regulations.

SPECIAL RULES FOR MATERNITY AND INFANT COVERAGE

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the attending provider or physician, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or the issuer for prescribing the length of stay not in excess of 48 hours or 96 hours, as the case may be.

SPECIAL RULE FOR WOMEN'S HEALTH COVERAGE

The Women's Health and Cancer Rights Act of 1998 requires group health plans, insurance issuers and HMOs who already provide medical and surgical benefits for mastectomy procedures to provide insurance coverage for reconstructive surgery following mastectomies. This expanded coverage includes (i) reconstruction of the breast on which the mastectomy has been performed, (ii) surgery and reconstruction of the other breast to produce a symmetrical appearance, and (iii) prostheses and treatment of physical complications at all stages of mastectomy, including lymphedema. These procedures may be subject to annual deductibles and coinsurance provisions that are similar to those applying to other benefits under the plan or coverage. For answers to specific questions regarding your particular health plan's policy, contact the Plan Administrator.

GENETIC INFORMATION NONDISCRIMINATION ACT OF 2008

The Genetic Information Nondiscrimination Act of 2008 ("GINA") protects employees against discrimination based on their genetic information. Unless otherwise permitted, your Employer may not request or require any genetic information from you or your family members.

MENTAL HEALTH PARITY

The Mental Health Parity and Addiction Equity Act of 2008 generally requires group health plans and health insurance issuers to ensure that financial requirements (such as co-pays and deductibles) and treatment limitations (such as annual visit limits) applicable to mental health or substance use disorder benefits are no more restrictive than the predominant requirements or limitations applied to substantially all medical/surgical benefits.

HEALTH COVERAGE DURING UNPAID FMLA LEAVE

If your Employer has at least 50 employees employed within 75 miles of your worksite and you take an approved unpaid leave of absence that qualifies as family and medical leave under the Family and Medical Leave Act of 1993 (FMLA), you may generally continue to receive group health coverage for yourself and your covered Spouse and Dependents. Coverage will generally terminate at the end of your FMLA leave period if you do not return from leave, or on the date you give notice that you will not be returning from FMLA leave, and you may then be eligible for COBRA continuation coverage (as described below). To receive group health plan coverage during unpaid FMLA leave, you must continue to pay your share of the premium. You should contact the Plan Administrator to make arrangements for premium payments during unpaid FMLA leave. If you do not continue your group health plan coverage or other types of coverage during unpaid FMLA leave, your coverages will be reinstated when you return from FMLA leave. For additional information about Plan coverage during FMLA leave, contact the Plan Administrator.

Additional family and medical leave or sick leave rights may apply under state law. Please contact the Plan Administrator for further information and to request a copy of the Leave Policy.

WELLNESS PLAN

Your Employer is committed to helping you achieve your best health. Therefore, we have instituted a wellness plan to improve and promote your health and fitness. The completion of some of the programs in the wellness plan may result in rewards, such as a reduction in health plan contribution costs for you and, if participating in the wellness program, for your spouse.

If you think you might be unable to meet a standard for a reward under a particular wellness program, you might qualify for an opportunity to earn the same reward by different means. Contact the Plan Administrator at 800-733-8839 and we will work with you (and, if you wish, with your doctor) to find a wellness program with the same reward that is right for you.

For further information regarding the wellness plan, please contact the Plan Administrator or refer to your benefit plan component documents.

UNIFORMED SERVICES REEMPLOYMENT RIGHTS

Your right to continued participation in a group health plan during leaves of absence for active military duty is protected by the Uniformed Services Employment and Reemployment Rights Act (“USERRA”). Accordingly, if you are absent from work due to a period of active duty in the military you may elect to continue your group health plan coverage. If you are absent for less than 31 days, you will pay the regular employee share of the cost of the health coverage. If the absence is for 31 or more days, the cost of continuation coverage may not exceed 102% of the full cost of your health coverage.

Continuation coverage will terminate on the earlier of:

- The last day of the 24 month period beginning on the first day of military leave, or
- The date you fail to apply for reemployment, as required under USERRA, after returning from military leave.

USERRA continuation coverage is considered alternative coverage for purposes of COBRA. Therefore, if you elect USERRA continuation coverage, COBRA coverage will generally not be available.

Benefits during a period of military leave must be as generous as benefits available to similarly situated employees on other employer-approved leaves of absence (*e.g.*, family and medical leave).

COBRA CONTINUATION COVERAGE

Under a federal law called COBRA (“Consolidated Omnibus Budget Reconciliation Act”), group health plans of most employers with 20 or more employees are generally required to offer covered Employees, their covered Spouses and Dependents the opportunity to make separate elections to extend group health coverage temporarily at group rates after coverage under the Plan would otherwise cease. This extension is called COBRA continuation coverage. Evidence of your good health is not required for this extension. Domestic partners should contact the Plan Administrator to discuss eligibility for continuation coverage.

As an Employee covered under the Plan, you may have the right to elect COBRA continuation coverage if you lose health coverage (or premium payments or contributions for health coverage increase) because:

- Your hours of employment are reduced;
- Your employment is terminated for reasons other than gross misconduct; or
- The Employer starts bankruptcy proceedings under Title XI, if you are a retired employee.

Your Spouse may elect continuation health coverage if he or she loses health coverage (or premium payments or contributions for health coverage increase) under the Plan because:

- Your employment is terminated for reasons other than gross misconduct, or your hours of employment are reduced;
- You die;
- You divorce or become legally separated;
- You become enrolled in Medicare (Part A or B); or
- The Employer starts bankruptcy proceedings under Title XI, and you are retired.

Your dependent child may continue health coverage if he or she loses health coverage (or premium payments or contributions for health coverage increase) under the Plan because:

- He or she loses Dependent status under the Plan;
- Your employment is terminated for reasons other than gross misconduct, or your hours of employment are reduced;
- You die;
- You and your Spouse divorce or become legally separated;
- You become enrolled in Medicare (Part A or B); or
- The Employer starts bankruptcy proceedings under Title XI, and you are retired.

A child born to, adopted by, or placed for adoption with the covered Employee during the continuation coverage period may also be entitled to elect COBRA continuation coverage. Such child’s coverage period will be determined according to the date of the qualifying event that gave rise to the

covered Employee's COBRA coverage. You must notify the Plan Administrator within 30 days and provide supporting documentation.

Under COBRA, you (or your Spouse or dependent child, if applicable) must notify the Plan Administrator by filing a Change of Status notice with the Plan Administrator within 60 days after:

- You and your Spouse are divorced or legally separated; or
- One of your children loses Dependent status under the Plan.

You (or your Spouse or dependent child, if applicable) will then be notified of the right to elect continuation health coverage and the cost to do so. The deadline for electing continuation health coverage is 60 days after the date the Plan ceases to cover you or your Spouse or dependent child, or 60 days from the date you, your Spouse, or dependent child are notified of your COBRA election rights, whichever is later.

If you (or your Spouse or dependent children, if applicable) do not elect continuation coverage, your health coverage will stop. If you (or your Spouse or dependent children, if applicable) choose continuation health coverage, the Plan will provide health coverage identical to that available to similarly situated active employees, including the opportunity to choose among options available during an open enrollment period. However, you (or your Spouse or dependent child, if applicable) must pay for this coverage. The COBRA premium will not exceed 102% of the total premium paid by you and your Employer for that level of coverage. There is a grace period of at least 30 days for payment of the regularly scheduled premium.

If the original qualifying event causing the loss of health coverage was the death of the Employee, divorce, legal separation, Medicare entitlement, or loss of "dependent status" of a dependent child under the Plan, then each qualified beneficiary will have the opportunity to elect 36 months of continuation coverage from the date of the qualifying event. If you (or your Spouse or dependent child, if applicable) lose health coverage under the Plan because your employment was terminated or your hours of employment were reduced (and not immediately followed by termination of employment), then the maximum continuation period will be 18 months from the date of the qualifying event. (If coverage is lost at a date later than the date of the qualifying event and the Plan measures the maximum coverage period and notice period from the date of health coverage loss, then the maximum continuation period will be 18 months from the date of health coverage loss.) If during those 18 months, another qualifying event takes place that entitles your Spouse (or dependent child, if applicable) to continuation health coverage, your Spouse's continuation coverage (or dependent child's continuation coverage, if applicable) may be extended by another 18 months. You must make sure that the Plan Administrator/COBRA Administrator is notified of the second qualifying event within 60 days of the second qualifying event. In no event will your Spouse's health continuation coverage (or your dependent child's health continuation coverage, if applicable) extend for more than a total of 36 months from the date of the initial event. If your covered Spouse and/or dependent child lose coverage due to your termination of employment (for reasons other than gross misconduct) or reduction in hours and such loss occurs within 18 months after you enroll in Medicare, then the maximum continuation coverage period for your Spouse and dependent child shall be 36 months from the date you enrolled in Medicare.

Disability is a special issue. If the Social Security Administration determines that you (or your Spouse or dependent child, if applicable) are disabled at any time during the first 60 days of the continuation health coverage period, or in the case of a child born to, adopted by or placed for adoption

with a covered Employee during a COBRA coverage period, during the first 60 days after a child's birth, adoption or placement for adoption, then your continuation coverage period as well as your Spouse's and any Dependent's continuation periods may be extended from 18 months to 29 months. The Employer may charge up to 150% of the total premium paid by you and the Employer during this extended period. To qualify, you (or your Spouse or dependent child, if applicable) must notify the Plan Administrator in writing within 60 days of the date of the Social Security Administration determination and during the initial 18 month continuation coverage period. Your written notice must include your name, Social Security Number, and indicate you have continuation coverage under the Plan. If there is a final determination that the qualified beneficiary is no longer disabled, the Plan Administrator must be notified within 30 days of the determination by the qualified beneficiary, and any health coverage extended beyond the maximum that would otherwise apply will be terminated for all qualified beneficiaries.

In certain circumstances, bankruptcy under Title XI of the Employer will entitle you to continuation health coverage. If the qualifying event causing the loss of health coverage was the bankruptcy of the Employer under Title XI, then each covered retired employee will have the opportunity to receive continuation health coverage until the death of the covered retired employee. Covered spouses, surviving spouses and dependents of the covered retired employee will have the opportunity to elect continuation health coverage for a period that will terminate 36 months following the death of the retired employee or upon the death of the qualified beneficiary, whichever is earlier.

Your right to continuation health coverage (or your Spouse's or dependent child's right, if applicable) under COBRA ends if:

- The Employer ceases to provide group health coverage to any of its employees;
- You (or your Spouse or dependent child, if applicable) fail to pay the premium within 30 days after its monthly due date;
- You (or your Spouse or dependent child, if applicable) become covered, after the date of your COBRA election, under another group health plan, including a governmental plan, that does not contain any exclusion or limitation with respect to any preexisting condition of such qualified beneficiary (other than an exclusion or limitation that may be disregarded under the law);
- You (or your Spouse or dependent child, if applicable) become entitled to Medicare after the date of the COBRA election;
- You (or your Spouse or dependent child, if applicable) have extended continuation coverage due to a disability and then you are determined by the Social Security Administration to be no longer disabled;
- The maximum required COBRA continuation period expires; or
- For such cause, such as fraudulent claim submission, that would result in termination of coverage for similarly situated active employees.

In order to protect your family's rights, you should keep the Plan Administrator/COBRA Administrator informed of any changes in the addresses of your family members. You should also keep a copy of any notices you send the Plan or COBRA Administrator.

Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of

these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

Additional continuation rights may apply under state law. Please contact the Plan Administrator for further information.

PLAN AMENDMENT OR TERMINATION

The Employer expects to maintain the Plan indefinitely but reserves the right to amend or terminate the Plan if the Employer believes the situation so requires. If you have elected to participate in the Plan, you will be notified in writing if there is any significant amendment or if the Plan is terminated. If the Plan is terminated, the Employer will cease deducting contributions from your salary to pay for Welfare Programs. However, all previous salary deductions will be used to pay for Welfare Programs that you have elected.

CIRCUMSTANCES THAT MAY CAUSE LOSS OF BENEFITS

The Plan contains numerous restrictions on the type and amount of benefits payable and the circumstances when paid. You should review the benefits booklets and other relevant materials for further information. You may lose coverage under the Plan if the Employer terminates the Plan or amends it to reduce or eliminate your coverage. You may forfeit the right to benefits if, among other things:

- You revoke your election to participate;
- You terminate employment with the Employer;
- You fail to make required contributions;
- You fail to file benefits claims on a timely basis;
- You make fraudulent benefit claims;
- You cease to be an eligible Employee; or
- The Plan terminates.

RESPONSIBILITY FOR GOODS/SERVICES

The Employer does not guarantee and is not responsible for the nature or quality of the goods or services provided through any health care provider or program because these goods and services are provided by personnel and agencies outside of the control of the Employer.

NO GUARANTEE OF EMPLOYMENT

The Plan is not an employment contract. Nothing contained in this document nor the benefits booklet gives you the right to be retained in the service of the Employer or interferes with the right of the Employer to discharge you or to terminate your service at any time.

STATEMENT OF ERISA RIGHTS

As a Participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”). ERISA provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Plan Participant with a copy of this summary annual report.

Continue Group Health Plan Coverage

Continue health care coverage for yourself, and your Spouse and Dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your Spouse or Dependents may have to pay for such coverage. Review this summary plan description and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries. No one, including your Employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these

costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

APPENDIX A
ISOLVED, INC. WELFARE BENEFITS PLAN

WELFARE PROGRAMS

The following Welfare Programs shall be treated as comprising the Plan:

\$2,000 HSA Buy-Up Plan

\$4,000 HSA Base Plan

PPO Plan

Drexel Prescription Drug Plan

Delta Dental PPO

VSP Choice Plan

Health Savings Account

Health Care FSA

Limited Purpose FSA

Life and AD&D Plan

Short Term Disability

Long Term Disability

Accident Insurance

Hospital Indemnity Plan

Critical Illness Plan

APPENDIX B
ISOLVED, INC. WELFARE BENEFITS PLAN

PARTICIPATING EMPLOYERS

In addition to isolved, Inc., the following Participating Employers have adopted the Plan:

ApplicantPro Holdings, LLC

There are no other employers participating in the Plan.