



Time Management Systems, Inc.

Maintenance Agreement for TMS Hosted Systems 2017

Corporate Office

3220 Line Drive
Sioux City, IA 51106
800-282-8463

Support and Service Agreement

Provided by Time Management Systems (TMS)

TMS warrants and represents that it is an authorized dealer for Infotronics, Inc. and as such, has the authority and is qualified to extend the Agreement described herein. This Agreement shall remain in effect for the period specified on your contract invoice.

The Technical Support Agreement described below does not extend the warranty period for the Software or expand upon or in any way alter the Software warranty provisions set forth in the Manufactures License Agreement.

- a. Technical Support: Maintenance contract service consists of all service calls and repair work as necessary during the contract period performed at no extra charge during normal business hours for all equipment specified on your contract invoice. (Monday through Friday, 8:00 a.m. to 5:00 p.m. Central time except holidays.) If customer is over a 50 miles' radius from a TMS office, \$95 an hour portal to portal for traveltime will apply.
- b. Work outside of normal business hours is available for customers with a current maintenance agreement at the rate of time and a half for all equipment specified on your contract invoice. Our normal hourly rate is \$165.00 per hour.

Observed Holidays when they fall during the work week:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Eve beginning at 2PM (Central Time)
- Christmas Day
- New Year's Eve Beginning at 2PM (Central Time)

To be covered under this Maintenance Agreement: for all software specified on your contract invoice:

- During the term of this Agreement TMS shall, unless prevented by unavoidable circumstances, diligently and faithfully use their best endeavors with all appropriate skill and ability in carrying out and performing the support and services for the Customer by the terms and conditions contained in this Agreement. TMS will make every reasonable effort to correct and resolve any Software problem that Customer reports to TMS in which TMS is able to reproduce. Customer will promptly provide TMS with all information requested by TMS to reproduce such problem.
- TMS will undertake all reasonable efforts to provide technical assistance under this Agreement and to rectify or provide solutions to Customer's support issue where the Software and/or Hardware that is specified on your contract invoice does not function properly. TMS does not guarantee that the problems will be solved if the issue cannot be reproduced, nor that the remedy will be error free. This Agreement is only applicable to the Software and Hardware sold to Customer by TMS, and running under the accepted environments specified for that product.
- Timekeeping Software Maintenance provides unlimited telephone support with the utilization of remote access software for all software specified on your contract invoice.

- A software maintenance agreement also entitles the operator to the latest updates in software of their version

To provide high levels of support in a timely manner, TMS has a centralized support system known as the Service Desk. The Service Desk Support team will be your single point of contact. They will field calls, send a service request to the appropriate technician who will research the issue and then contact you to resolve the problem. By utilizing this method, every call will be logged and a call number assigned.

TMS technical support services may be accessed through one of the following options:

- | | |
|---------------------|---------------------------|
| • Telephone support | +1 800 282-8463 ext. 5124 |
| • Facsimile support | +1 712 271 8463 |
| • Email support | servicedesk@tmstime.com |

If issues arise that are outside the knowledge of the Time Management Systems expertise, Infotronics will become involved.

TMS will strive to provide accurate and timely technical support for all Customers to ensure maximum up time. TMS will assist the authorized contact person(s) in utilizing the Software that is specified on your contract invoice and identifying and providing workarounds, if possible, for standard component product problems.

This Maintenance Agreement will not cover:

- TMS shall have no support obligations with respect to any hardware of third party software product. If TMS provides Technical Support for a problem caused by a Non-qualified product, or if TMS's service efforts are increased as a result of Customers use of a Non-Qualified Product, customer agrees to pay TMS for this additional service on a time and materials basis at its then current published rates for custom software services.
- The main operators of the software must be trained by a qualified TMS Technician to receive support under the maintenance agreement.
- Major reconfiguration of programming parameters is not included.
 - All reconfiguration of parameters or rules must be submitted in writing by an authorized contact person. TMS will not make any major changes to the system without written authorization from an authorized contact person.

TMS's liability shall in all events be limited to restoring the software covered by its agreement to good operating condition. TMS shall in no event be liable for any incidental or consequential damages, nor for recreation of data lost for any reason

Outline of Customer Responsibilities:

In connection with TMS's provision of Technical Support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

- It is not the responsibility of Time Management Systems, Inc. (TMS) or any of their employees to interpret your Company Rules, Policies, Labor Law or Compliance Information. If you have questions regarding

compliance or laws, it will be your responsibility to seek your legal counsel. TMS will configure your payroll rules per your instructions. TMS is not a legal representative responsible for knowing customers labor laws, Federal, State and Local Laws.

- TMS will have no liability for loss or recovery of data, databases, programs, or loss of system arising out of the services or support, or any act of omission, including negligence by third party service, consultant or IT provider.

Software Error Replication

Responses to the Customer's request (whether by telephone, email or fax) of a Software error and assistance in diagnosis of issue.

- The Customer must provide TMS with adequate information and documentation to enable TMS to replicate the Software error. TMS may notify the Customer that the Software error could not be replicated, located or identified. If such is the case, TMS will notify Customer that the Software error cannot be resolved and the reason for this decision.
- Not all Software errors' can be resolved while the technician is on the phone. Certain requests for support may require testing and/or assistance from our programming or development department to resolve. Should this occur TMS will keep the Customer updated as to the status of the open Software error(s).
- If it is determined that there is no error or problem with the performance of Software, TMS will so inform the Customer and in such case TMS reserves the right to charge Customer the support agreement hourly rate.

Software Build Releases for all Software specified on your contract invoice

- During the term of this Agreement, TMS shall make available to Customer, without additional license fees, all viable Build Releases provided by manufacturer. A Build Release may include error correction, product/security fixes, and patches to the Software version purchased by the Customer and identified in this Agreement.
- Build Releases are indicated by a change in the Software numeric identifier in the third (3rd) and fourth (4th) set of digits to Customer's Version number. (i.e. 2.3.35.897)

Software Version Release

A Version Release contains major core architectural changes that affect the operation and functionality of the Software, and provides extended compatibility with supported Microsoft Operating System (OS), supported browsers (i.e. Internet Explorer, Chrome), any new third party network technology, or interfaces previously not available in earlier Software version.

A Version Release is not included in the Agreement, and will be charged as a separate item based on Customer's employee capacity, number of licensed users and suite of products.

A Version Release is indicated by a change in the Software numeric identifier in the 1st or 2nd set of digits: (i.e. 2.3 35.897).

Hardware Support covers all Hardware specified on your contract invoice

Every effort has been made by TMS to implement defective-free Hardware. Special installation procedures and materials have been implemented to ensure the Hardware's ability to perform to the highest standards even in unforeseen circumstances.

TMS will, during regular business hours, make all adjustments, repairs and parts replacements necessary to insure proper operation of the Hardware during the prescribed Agreement period at no additional cost to the Customer. If telephone or remote diagnostic support cannot resolve the issue, one of the following options will be applied by TMS:

- a. Customer will be requested to remove the malfunctioning/defective Hardware and ship the item to TMS for in-house evaluation/repair by a TMS technician. In the event that a unit should require bench repair, TMS will provide loaner equipment when available to maintenance customers at no additional charge. Hardware will be shipped to the customer at no charge for normal UPS Ground shipping. If Next Day or Two Day Air shipping is requested by customer, the shipping charges will be billed to the customer.
- b. Repair service may include replacement of defective parts with used parts. All replaced parts shall become or remain the property of TMS. Any service or repairs performed outside of normal business hours will be billed at TMS's then prevailing after hour rates.
- c. If it is determined that the defective part is of a "plug-and play" nature, TMS will ship the replacement part and instruct Customer on installation procedure.
- d. A representative from TMS will to be sent to Customer's site of operation to resolve the malfunction and/or replace the defective Hardware. If customer is over a 50 miles' radius from a TMS office, the \$95 an hour portal to portal for travel time will apply.

Hardware Support Limitations

Hardware support does not include services to the Hardware resulting from, or associated with, the items listed below. Customer will be billed at the support agreement hourly rate for these services.

- a. Re-locating hardware to a new sight.
- b. Customer failure to continually provide a suitable installation environment including, but not limited to, adequate electrical power.
- c. Downloading new or overriding existing Hardware firmware program without TMS knowledge.
- d. Inoperative Network connections, network communication equipment, or part of the communication portal to Hardware.
- e. Disrupted or broken communication wiring due to construction, relocation, general maintenance or rewiring.
- f. Third-party Hardware equipment not purchased or installed by TMS.
- g. Customer repair, attempted repair or modification of hardware.
- h. Any neglect, accident, abuse, theft, vandalism or fire:
 - Damage to a blow or fall which results in damage to terminal boards
 - Any fluids, foreign objects or conductive materials
- i. Tampering or adjustment of set control switches.
- j. Improper electrical power or wiring, interruptions in power, electrical static, and damage arising from acts by a third-party or acts of God.
- k. Compatibility of third party equipment or supplies (i.e. employee badges, key fobs, etc.)
- l. Badges and other supplies are not included under this contract, but will be provided by TMS at its then current prices.
- m. Any hardware not previously covered under a maintenance agreement with TMS must be inspected and brought up to working condition by a TMS technician. Any labor or parts necessary to return the equipment to working order will be the customer's responsibility. Once this equipment is approved, it may be covered under an agreement without exceptions.

Time Management Systems is dedicated to minimize any down time and to rectify all problems as quickly as possible. All support covered under this agreement will be performed remotely. If on site repair is requested by the customer, travel time is billed at \$95.00 an hour if outside of the 50 miles' radius of a TMS office. Any lodging or travel expenses will be the responsibility of the customer.

Agreement Hourly Rate

In the event that Customers request for support or services not covered in the enclosed support agreement; or outside the normal TMS working hours, the following hourly rates will apply.

	Monday thru Friday 8:00AM - 5:00PM (Central Time)	Monday thru Friday After Hours
Covered Hardware and Software Support	\$0	\$247.50
Non-Covered Hardware and Software Support	\$165 (Billed in 15 minute increments)	\$247.50
Professional Services †† System Training Server Migration Custom Enhancement Development or Programming To Existing AE Application (Will be quoted prior to work)	\$215	

††-Professional Services are not included in the Agreement

All requested Professional Services are subject to approval and availability. Once approved by Customer, the project will be scheduled for work. The Professional Services per hour cost is for remote services utilizing telephone, conference calls, and email communications, along with remote connectivity tools including, but not limited to: Go-To-Assist, VPN, and WebEx. In the event that Customer's request for Professional Services necessitates on-site presence, additional services and travel expenses will be applied.

Annual Increases: Your monthly fees will increase annually 3-5%.