



Time Management Systems, Inc

tmsTime Support Contract

Corporate Office

4050 Stadium Drive
Sioux City, IA 51106
800-282-8463

tmsTime Support Contract

provided by Time Management Systems, Inc. (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.

tmsTime Support Contract provides unlimited telephone/email support, along with the utilization of our remote access software, *Time Management Systems Screen Connect*, for all software specified on your contract invoice.

Technical Support Contract:

Technical Support: Support of all service calls and repair work as necessary during the contract period performed at no extra charge during normal business hours (Monday -Friday, 8am-5pm CT, except holidays) for all equipment specified on your contract invoice.

- For service not covered under support agreement, our normal hourly rate is \$180.00 per hour (billed in increments of 15 minutes).
- Support needed outside of normal business hours is available for customers with a current support agreement at the rate of time and a half.
- If customer is over a 50 mile radius from a TMS office or technician site, \$110.00 per hour portal to portal for travel time will apply.
- Observed Holidays when they fall during the work week: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve (beginning at 12pm), Christmas Day, New Year's Eve (beginning at 12pm).

Our Service Desk:

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 service 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 service ticket number generated. Should an email be provided you will receive confirmation of the generated ticket and all work and correspondence associated with the ticket.

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 our software that is specified on your contract invoice, and identifying and providing workarounds, if possible, for standard component product problems.

The TMS Service Desk may be contacted through one of the following options:

- Telephone Support: 1-800-282-8463 x 2
- Email Support: servicedesk@tmstime.com

Online Support:

Along with our Service Desk, TMS provides online support with our *tmsSupport Library*. This support page is full of videos and documentation on common questions, and how-tos on frequent tasks. Access to our support page is free with a current support contract. Reach out to us via our Service Desk for directions on setting up your user name/password.

What is covered under this Support Contract?*

*Only includes software and equipment specified on your contract

During the term of this contract, 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 contract. 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 contract 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 contract agreement is only applicable to the software and hardware sold by TMS or American Time Data and is running under the accepted environments specified for that product.

What is NOT covered under this Support Contract?

TMS shall have no support obligations with respect to any hardware or third-party software product. If TMS provides technical support for a problem caused by a Non-TMS product or if TMS' service efforts are increased as a result of the customer's use of a Non-TMS or American Time Data product, the customer agrees to pay TMS for this additional service on a Time and Materials basis at its then current published rates for customer software services.

Should TMS determine the cause of any support issue to be related to a customer's I.T. products, TMS does not support these items and will refer the customer to their I.T. This includes, but is not limited to, computer hardware and software, networking, data service, mobile devices and server hardware and software.

TMS' 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.

Examples include, but not limited to:

- Parameter Changes: Any and all reconfiguration of programming parameters (outside of your implementation window outlined in your software setup survey), to accommodate your new or updated rules, are not included.
- Custom Reports: tmsTime software comes with a list of basic reports. Any additional customized reports can be requested at a \$300.00 charge per report.
- Additional Training: Users of our tmsTime software must be trained by a qualified TMS or American Time Data representative. If a non-trained user calls/emails in for support, that call will be billable.
- Professional Services: ex, System Training, Server Migration and Restoration, Customer Enhancements, Development or Programming to Existing Application.

All requested Professional Services are subject to approval and availability. Once approved by the 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 via *Time Management Systems Screen Connect*. In the event that the customer's request for Professional Services necessitates on-site presence, additional services and travel expense will be applied.

Outline of Customer Responsibilities:

In connection with TMS’ provision of technical support as described herein, the customer acknowledges that customer has the responsibility to do each of the following:

- It is not the responsibility of Time Management Systems, Inc (TMS), American Time Data or any of their employees to interpret your company rules, policies, labor laws 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 customer’s Federal, State and Local labor 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 I.T. provider.

Software Error Replication:

Responses to the customer’s request (whether by telephone or email) 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 TMS Representative 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) through the aforementioned service ticket.
- If it is determined that there is no error or problem with the performance of the software, TMS will inform the customer and in such case, TMS reserves the right to charge customer the support hourly rate.

Contract Agreement Hourly Rate:

In the event that the customer’s request for support or services are not covered in the enclosed support contract agreement or outside the normal TMS working hours, the following hourly rates will apply. TMS reserves the right to adjust the hourly rate. TMS agrees they will inform the customer of the aforementioned rates.

| RATES | Monday - Friday 8am - 5pm | Monday - Friday After Hours |
|---|--------------------------------------|--|
| Covered Software and Hardware Support | \$0 | \$270/hour |
| Non- Covered Software and Hardware Support | \$180/hour | \$270/hour |

Customers without a support contract are charged at a \$200/hour normal rate and \$300/hour after-hour rate.

Your maintenance contract could increase annually 3-5%.