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# Hardware Support Agreement

TMS will, during regular business hours, make all adjustments and repairs 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 at no additional charge. The customer is responsible for shipping charges.
- 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.
- b. 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.
- c. 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 25 miles radius from a TMS office or local support representative, the \$125 an hour portal to portal for travel time will apply. Any lodging or travel expenses will be the responsibility of the customer.
- d. Changes to Hardware Settings to accommodate your rule changes from initial setup are billed at the Hourly Rate at Time of Service.

## Mechanical 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 discounted hourly rate for these services.

- a. Re-locating hardware to a new site.
- 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, telephone modem lines or telecommunication equipment directly, 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 or American Time Data.
- g. Customer repair, attempted repair or modification of hardware.
- h. Any neglect, accident, abuse, theft, vandalism or fire.
- 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. Time Cards and other supplies are not included under this agreement but will be provided by TMS.
- m. Any hardware not previously covered under a maintenance agreement with TMS or American Time Data 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 minimizing any down time and to rectify all problems as quickly as possible. All support covered under this agreement will be performed remotely. Support not covered under this agreement will be billable at the discounted rate of \$195.00 per hour (Billed in 15-minute increments)

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Service	Billing	Sales	Supplies
605-271-7124 Option 2 servicedesk@tmstime.com	712-274-3346 billing@tmstime.com	605-271-7124 Option 1 sales@tmstime.com	605-271-7124 Option 3 supplies@tmstime.com