

Accuchex Time & Attendance Service Agreement

ACX#: AA _____ Effective Date: _____

Subscriber: _____

Address: _____

Phone: _____ Wed site: _____

Federal Tax ID: _____

Authorized Contact: _____, Title _____

Email: _____ Phone _____

Alternate Contact: _____, Title _____

Email: _____ Phone: _____

This agreement is made as of the effective date listed above ("Effective Date"), by and between Accuchex Corporation (Company), a California Corporation located at 365 Bel Marin Keys Blvd, Novato, CA 94949, and the subscribing business entity ("Subscriber"). The authorized contact listed above (or alternate contact) above represents and warrants that they are authorized to sign on behalf of the Subscriber for services described herein. In consideration, of the premises, promises, term agreements and provisions set forth herein, the parties agree as follows:

- Services:** Company will provide a web-based time and attendance services known as Accuchex Time & Attendance Service. This service may include several versions of a web-based time tracking application and hardware. This service is designed to assist businesses in collecting employee punches and performing computation tasks efficiently. Subscriber's relationship with the Company shall be governed by this agreement and any Exhibits that may be included. Company will provide this service to the Subscriber on a month-to-month bases, and can be terminated by either party with a 30 day written notice of cancelation.
- Fees and Payment:** Standard monthly service fees will apply. Other payment may be due from Subscriber to Company as set forth in the quote for services. Initial service fees may include activation, programming, set up, and hardware. Subscriber agrees to be responsible for the site readiness and costs, including power and Ethernet access to the internet at installation site(s). Company will provide an invoice to the Subscriber on a monthly basis for all fees incurred. The amount due will be collected by Company via Electronic Funds Transfer (EFT) for the Subscriber's specified bank account along with any other fees for ancillary services including Payroll processing fees.

If Company is unable to collect the fees due, or if the bank account is not adequately funded, Subscriber will be subject to Bank fees for recollection. The fees for recollection are \$150 for the first failed attempt, \$250 for the second failed attempt and \$300 for the third and final failed attempt. If any balance remains uncollectable for thirty (30) days or more, and no attempt to mitigate this condition is rendered, the account will be considered delinquent and may be subject to immediate suspension and /or termination of service access. A late fee of 1.5% per month may be assessed on any outstanding balances.

Company reserves that right to adjust fees, hardware prices and /or discounts at any time with or without notice.

- Term and Cancellations:** This agreement will commence on the Effective Date and shall continue thereafter until terminated by either party by providing a written thirty (30) day notice of cancellation. Company will provide this service to the Subscriber on a month-to-month basis, and can be terminated by either party with a thirty (30) day written notice of cancelation.

This agreement shall commence on the Effective Date and shall continue thereafter until terminated by either party in accordance with this Section. Either party may terminate this Accuchex Time & Attendance Agreement for any reason. If Subscriber is in default as defined by this Agreement, Subscriber will be provided an opportunity to cure the default and to restore to good standing prior to suspension or termination of the services provided. If after thirty days, the account remains in default, Company may choose to deactivate the access to service until Subscriber brings the account back to good standing.

In the event of any termination or expiration of this Agreement for any reason, all fees and other charges related to the Accuchex Time & Attendance Service provided up to the date of such termination shall be due and payable.

4. Data Verification, Ownership and Transfer: Company shall use its commercially reasonable efforts to accurately collect timekeeping data supplied by Subscriber. Subscriber agrees that it is responsible for verifying data provided by the time clock service, including all initial set up, employee punches, breaks, overtime, and other earn codes, department allocation, etc.

Prior to submitting and preparing payroll, Subscriber shall confirm that its employees' data matches the information presented for payment to the payroll processor, through either control totals, visual inspection, and approvals. If discrepancies are identified by either Subscriber, Company or Payroll Processor, each shall inform the other and jointly cooperate in the investigation and correction of such discrepancies.

Subscriber acknowledges that in virtually all cases, Company, and Company employees, may be unfamiliar with the typical business operations of each particular subscribing client, and as a result, employees of Company are not qualified to independently assess the validity of data collected through Company's services.

For all purposes of this Agreement, a business producing timekeeping data shall be deemed the author and owner of all such data. Company generally will not release historical timekeeping data directly to any third party without permission from Subscriber, except when such release is required by law. Company reserves the exclusive right to determine whether and when such release is appropriate and shall not be liable to Subscriber. In any case, Company will make all current and historical timekeeping data of Subscriber available for download in a computer-generated file available to Subscriber during the term of this Agreement and for thirty (30) days thereafter.

Company may also charge for research and data manipulation services relating to any transfer of employee information, site configuration, or history data. Subscriber agrees the responsibility to keep adequate records for audit purposes, and that Subscriber and Company will retain stewardship of all timekeeping data (except for a pending payroll period as listed above) unless released by cancellation of services.

5. Hardware Sales and Returns: Subscriber may purchase timekeeping hardware from Company. New clock hardware programmed by Company is sold with a warranty as set forth in a separate hardware warranty document; all other hardware and merchandise by Company is sold "AS IS" without any warranty of any kind (including, without limitation, no warranty of fitness for particular purpose or merchantability). Prepayment required for all hardware purchases.

6. Warranties & Returns: Except for those warranties expressly relating to hardware made in this agreement, neither party makes any warranties of any kind, expressed or implied, to the party in connection with this agreement.

Subscriber must follow the Company's Returned Merchandise policies in order to receive credit for any hardware returned to Company. Further, all hardware returns and hardware warranty claims must be returned to Company in suitable packaging at the sender's cost, and sender will bear all risk of damage in transit. Company will not be responsible for any further tracking or credits assessed with the item. Subscriber shall be responsible for any expedited shipping costs.

Notwithstanding, anything contained herein to the contrary, company assumes no liability for any loss, injury, claim, liability or damage of any kind without limitation, loss of business, lost profits, lost data or failure of security resulting in any way from the Company's use of the services or this agreement. Company shall not be liable for direct, indirect, special, incidental consequential or exemplary damages of any kind whatsoever, including without limitation, attorneys' fees. In no event shall Company be liable

7. Confidentiality: The parties acknowledge that in the course of performing their respective obligations pursuant to this Agreement, each will have access to and contact with Proprietary Information (as defined below) of the other. Each party agrees that it will not, during the term or at any time thereafter, disclose to others, or use for its benefit or the benefit of others, any Proprietary Information of the other party unless this Agreement expressly permits such use or disclosure as required by law. For purposes of this Agreement, "Proprietary Information" means any information relating to a party or a party's affiliate, including all Intellectual Property Rights, customer lists and customer data, provided that Proprietary Information will not include information that: (a) is or becomes generally available to the public other than as a result of a wrongful disclosure or (b) was or becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party.

8. Miscellaneous: This Accuchex Time & Attendance Service Agreement (including all Exhibits and Amendments hereto and policies and procedures referenced herein) contains the entire agreement among the parties concerning its subject matter, and replaces all earlier agreements among them, whether written or oral, concerning its subject matter.

This Accuchex Time & Attendance Service Agreement (including any Exhibits and/or Amendments hereto and policies and procedures referenced herein) will be governed by and construed under the laws of the State of California without regard to conflicts-of-laws principles that would require the application of any other law.

I hereby acknowledge the terms and conditions above: Subscriber Company: _____

Authorized Signature _____ Date _____

Printed Name: _____

Received By: _____, Accuchex Corp _____

