

This Software Support and Maintenance Agreement is an addendum to the Perpetual Licensing Agreement – EULA, hereafter referred to as the “Licensing Agreement”, made and entered into by and between TimeClock Plus, LLC (“TCP”) and Client. TCP reserves the right to continuously improve the Software Support and Maintenance Services and to adapt such Services to changes in technology and to TCP’s business environment. Solely for these purposes, TCP reserves the right to modify, elaborate, remove or add to some or all of the provisions of these Software Support and Maintenance Agreement terms at TCP’s sole discretion and without further notice, provided that any such improvement or adaptation shall not result in a diminution of the overall level of service. Services shall be provided in accordance with TCP’s then current Support Level Agreement (“SLA”), located at <https://www.tcpsoftware.com/agreements/sla>.

- 1. Term.** Services provided under this Software Support and Maintenance Agreement shall commence on the date of purchase and shall continue for one (1) year from the date of purchase (“Initial Term”), and then shall automatically renew for subsequent one (1) year terms thereafter, unless either Party gives written notice of non-renewal at least ninety (90) days prior to the end of the then current term (the Initial Term and subsequent renewal terms being referred to as the “Term”).
- 2. Supported Software.** All software purchased by Client from TCP for which Client has paid a fee for support and maintenance shall be considered Supported Software under the terms of this Software Support and Maintenance Agreement.
- 3. Incident.** An Incident is defined as a single support issue with a TCP software product and the reasonable effort needed to resolve it. A single support Incident is a problem that cannot be broken down into subordinate parts. It is possible for one Incident to span multiple telephone calls and multiple emails; it is also possible for one telephone call to include multiple Incidents.
- 4. Support Services.** TCP support technicians shall aid in the resolution of software support requests in a timely and professional manner. TCP will assist with issues related only to the Supported Software. Upon notification of an Incident, an Incident number will be issued, and the Incident number will remain effective and open until satisfactory resolution of the cause of the Incident, or 5 business days without a Client communication, after which the Incident number will be closed. Client is entitled to an unlimited number of support Incidents during the Term.
- 5. Maintenance Services.** This Software Support and Maintenance agreement entitles the Client to full perpetual software version upgrades (“Upgrades”) and software updates and patches (“Updates”) during the Term. Upgrades will include the perpetual software modules that the Client has already

purchased. New and additional software modules will be charged separately. Updates under this Software Support and Maintenance Agreement are extended to current TimeClock Plus software versions and revision levels which have not been suspended or terminated, and maintenance releases for related products purchased or licensed by the Client from TCP or a registered reseller. Upgrades do not include a Client's transition from perpetual licenses to SaaS hosted licenses of the same or future versions of the TimeClock Plus software.

6. **Additional Products.** If during the Term, Client purchases additional software products or licenses, this Software Support and Maintenance Agreement is amended to include Services for such additional software products. The annual fee for such additional software products shall be charged at the time of purchase and shall be prorated so that the term of such additional product coverage will expire at the end of the Term.
7. **Limitations.** Support Services are limited to software troubleshooting and software configurations as described in the TimeClock Plus product documentation. This Software Support and Maintenance Agreement does not cover inquiries on legal time keeping compliance nor does it include in-depth product training. Support Services extend only to platforms and operating environments specified by TCP. TCP is not responsible for integration or configuration with third-party software, hardware, or operating environments except as allowed by the Licensing Agreement and the products purchased from TCP. Furthermore, Support Services may only be provided in accordance with TCP's then current Data Processing Addendum and Global Data Privacy Policy located at <https://www.tcpsoftware.com/governance>.
8. **Services Requests.** Requests for Services are made by Client to TCP via customer portal located at <https://timeclockplus.force.co...> . The Client shall provide a reasonable amount of information and assistance related to the Incident for verification and resolution of the Incident. Client is expected to provide TCP with the problem, the context in which the problem was encountered, a description of the system configuration, and the steps necessary to generate or reproduce the problem. Failure to provide reasonable information or assistance may result failure to resolve the Incident.
9. **Miscellaneous.** This Software Support and Maintenance Agreement is not transferable. With the exception of the Licensing Agreement, this Software Support and Maintenance Agreement supersedes all other written and oral proposals, purchase orders, prior agreements, and other communications between Client and TCP concerning the subject matter of this Software Support and Maintenance Agreement, and along with the documents referenced herein constitutes the entire agreement between TCP and Client

regarding provision of Support and Maintenance Services. A Software Support and Maintenance Agreement does not constitute a certification or warranty, express or implied of any kind. TCP's obligations and responsibilities regarding product warranties are governed solely by the Licensing Agreement under which they are sold or licensed.

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