

These Vendor Terms and Conditions govern your vendor agreement with TimeClock Plus “the Company” and you “Vendor” as identified in the applicable service order form or vendor agreement (collectively the “Agreement”). The Agreement identifies the Vendor’s goods and/or services provided as well as other details of the order. The Agreement may also refer to documents which may apply to the products or services the Company has selected. The Agreement, any applicable referenced documents, the Company’s Anti-Corruption Policy, and these Vendor Terms and Conditions constitute the complete agreement and supersede any prior discussions or representations regarding Company orders. Where the terms of the Agreement conflict with these Vendor Terms and Conditions, the Agreement will have priority, however in all Company procurement matters the TimeClock Plus Anti-Corruption Policy shall apply.

1. Invoices. The Company operates according to the following policies regarding invoices:

- The Company agrees to make payments of all undisputed amounts within thirty (30) days from receipt of all invoices unless otherwise agreed to in the Agreement.
- Vendor must submit all invoice to:
TimeClock Plus
Attn: Accounts Payable
1 Time Clock Drive
San Angelo, TX 76904
Or by email to: accountspayable@timeclockplus.com
Vendor should not send invoices via both methods. The invoice must clearly show Vendor’s name, address, telephone number, logo (where applicable), a reference to TimeClock Plus, and Vendor’s invoice number. The invoice must also show Vendor’s specific product and/or service being provided in addition to its cost and delivery point. If the invoice does not conform to the above requirements, payment may be delayed until an undisputed invoice is received.
- All invoice discrepancies between Vendor and the Company must be resolved within 90 days of invoice.

2. Changes in Costs and Substitutions.

- Any changes in the cost of a product or service must be agreed upon between the parties prior to the submission of the invoice reflecting the price changes. If the invoice is submitted with higher-than agreed-upon prices, the invoice will be paid by the Company at the lesser rate (undisputed amount) and the Vendor shall not assess late fees for any such invoice.

- Any substitution for products or services ordered from Vendor will not be paid by the Company unless Vendor notifies the Company in writing and the Company has agreed to any such substitutions.
3. **Delivery of Products and Services.** Vendor shall notify the Company immediately by telephone with a subsequent notice in writing if Vendor reasonably expects problems associated with its delivery of products or services to the Company at the agreed upon time and date.
 4. **Warranty and Representation.** Vendor represents and warrants that products and services delivered hereunder will (i) be of good quality , (ii) be made or provided using high industry standards, (iii) will not infringe on the intellectual property rights of a third party, and (iv) will conform to any applicable design specifications or documentation. Vendor will comply with all applicable laws and regulations in providing the products and services.
 5. **Confidentiality.** Each party (the “Receiving Party”) acknowledges that it will have access to certain confidential information of the other party (the “Disclosing Party”) concerning the Disclosing Party’s business, plans, customers, software, technology and products, and other information held in confidence by the Disclosing Party. In addition, a Disclosing Party’s confidential information may include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) software technology and related algorithms, logic, designs, specifications, and coding methodology, and (iii) to the extent permitted by law the terms and conditions of this Agreement. The Receiving Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party’s attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing party’s confidential information and will take reasonable precautions to protect the confidentiality of such information in at least the same manner as is necessary to protect its own confidential information and in accordance with applicable data protection laws.
 6. **Conflicts of Interest.** The Company has adopted an Anti-Corruption Policy prohibiting “conflicts of interest” except under the guidance of the Company’s Chief Operating Officer and its Board of Directors. A “conflict of interest” exists when a person’s private interest interferes with the interests of the Company. In addition to the terms of the Anti-Corruption Policy, it is the Company’s policy that (i) employees should avoid any direct or indirect business connection with the customers, suppliers, and competitors, except on behalf of the Company, (ii) Company employees are not allowed to work simultaneously for a competitor, customer, or supplier of the Company, and

(iii) the Company's employees should not receive improper personal benefits, directly or indirectly (such as through a family member), as a result of the employee's position with the Company. Vendor acknowledges that it is not aware of any relationship or arrangement that violates the Company's policy described above and agrees that it will not knowingly take any action that would result in such a violation.

7. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that either Party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) such Party's parent company or a subsidiary of such Party, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which either Party is participating. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.
8. **Bribery and Corruption.** The Company's Anti-Corruption Policy can be found at <https://www.timeclockplus.com/>
9. **Insurance.** Unless otherwise required under a subcontractor agreement, Vendor shall at all times during the Agreement maintain insurance coverage at amounts that are commercially reasonable, including at least Comprehensive General Liability with limits of \$2,000,000 in the aggregate. If Vendor is providing a service, Vendor must also maintain Professional Liability coverage in commercially reasonable amounts. Vendor shall name "TimeClock Plus" as additional insureds, indicate that the policy includes the appropriate coverages, and provide proof of insurance upon the Company's request.
10. **Force Majeure.** Neither Party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by war, an Act of God, public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, mechanical or electrical breakdowns, or for any other reason beyond the reasonable control and not involving any fault or negligence of either Party ("Condition"). If any such Condition occurs, the Party delayed or unable to perform, upon giving prompt notice to the other Party, shall be excused from performance of its obligations on a day-to-day basis during the continuance of such Condition, provided, however, that the Party so affected shall use its best reasonable efforts to avoid or remove such Condition, and both parties shall proceed immediately with the performance of their obligations under this Agreement whenever such causes are removed or cease. Likewise, the other Party shall be excused from performance of its obligations on a day-to-day basis during

the same period while the Party affected by any such Condition uses its best reasonable efforts to avoid or remove such Condition.

11. **Publicity.** No press release, public announcement, marketing collateral, or other materials, no matter how published, which identify the Company or brands (or uses any Company marks) may be made without the Company's prior written approval.
12. **Independent Contractors.** The Company's relationship with Vendor shall be that of an independent contractor, and nothing contained in this Agreement shall be construed as establishing an employer/employee relationship, partnership, or joint venture between Vendor and the Company. Neither party will have the authority to act for or to bind the other party in any way or to represent that it is in any way responsible for the acts, debts, liabilities, or omissions of the other party.
13. **Governing Law.** This agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to principles of conflict of laws.
14. **Dispute Resolution.** For any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof or any Invoice, or Order Form, the parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by mutual agreement of the Parties. In the event the Dispute is not successfully resolved, the parties agree to submit the Dispute to litigation in a court of competent jurisdiction.
 - **14.1 Waiver of Jury Trial.** EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.
 - **14.2 Class Action Waiver.** THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A

REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

15. Entire Agreement. This Agreement sets out the entire agreement between the Company and Vendor with respect to the subject matter contained herein. It supersedes all prior agreements, proposals, arrangements, and communications, whether written or oral, with respect to the subject matter hereof. In the event of any conflict between a provision of the Agreement and a provision of an invoice, the provisions of this Agreement will prevail. No modification or waiver of this Agreement or any of the provisions hereof will bind either party unless an authorized agent of each party (where an authorized agent of the Company shall be any corporate officer) agrees in writing to the modification or waiver.

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