TimeClock Plus
Hardware Support and Maintenance Agreement - Addendum

This Hardware Support and Maintenance Agreement is an addendum to the TCP Master Services Agreement 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 Hardware 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 Hardware 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/legal.

1. **Term**. Services provided under this Hardware Support and Maintenance Agreement shall commence on the date of purchase and shall continue for the term of the Licensing Agreement.

2. **Supported Hardware**. All hardware purchased by Client from TCP for which Client has paid a fee for support and maintenance shall be considered Supported Hardware under the terms of this Hardware Support and Maintenance Agreement.

3. **Incident**. An Incident is defined as a single support issue with a TCP hardware 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 hardware support requests in a timely and professional manner. TCP will assist with issues related only to the Supported Hardware. 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.

5. **Maintenance Services**. During the term, should a defect in materials or workmanship be identified on supported hardware ("Defective Hardware"), TCP will incur expense to promptly ship Client a comparable hardware device of like kind with the functional equivalent of the Defective Hardware ("Replacement Hardware") to arrive at Client's specified location. Cost to ship replacement hardware outside the United States is the responsibility of Client. Additionally, TCP shall use commercially reasonable efforts

to maintain the internal programming in the Hardware so that it operates without issues. Hardware maintenance includes any updates to the internal programming of the Hardware to eliminate any problems and to optimize interoperability with TCP SaaS products.

6. **Return of Defective Hardware**. Upon replacement of Defective Hardware, Client's Defective Hardware shall become the property of TCP and the Replacement Hardware shall become Client's property. Instructions and a return label for return of the Defective Hardware will be included in the packaging of the Replacement Hardware or can be provided upon request. Client shall properly package the shipment when returning the Defective Hardware. The Defective Hardware must be returned to TCP within 14 days of receiving the Replacement Hardware. Should Client fail to return the Defective Hardware, Client agrees to pay TCP the Manufacturer's Suggested Retail Price ("MSRP") of the Defective Hardware. Additionally, Client's ability to request Maintenance Services on any other supported hardware will be suspended until the Defective Hardware is returned to TCP or Client pays TCP the MSRP of the Defective Hardware.

7. **Additional Products**. If during the Term, Client purchases additional hardware products, this Hardware Support and Maintenance Agreement is amended to include Services for such additional hardware products. The annual fee for such additional hardware 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.

8. **Limitations**.

8.1. Support Services. Support Services are limited to hardware troubleshooting and hardware configurations as described in the TimeClock Plus product documentation. This Hardware 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. Client is entitled to an unlimited number of support Incidents during the Term.

8.2. Maintenance Services. Maintenance Services does not cover (a) damage caused by accident, abuse, misuse, liquid contact, fire, earthquake, other external causes, or operating covered hardware outside its intended or permitted use; (b) hardware with a serial number that has been defaced, altered, removed, or modified without written permission from TCP; (c) hardware that has been lost or stolen; (d) cosmetic damage including but not limited to scratches, dents, and broken plastics or ports; (e) consumable parts such as batteries; (f) preventative maintenance; or (g) defects caused by normal wear and tear or otherwise normal aging of product.

9. **Services Requests**. Requests for Services are made by Client to TCP via support portal located at https://community.tcpsoftware.com/s/. The Client shall provide a reasonable amount of information and assistance related to the Incident for verification and resolution of the Incident. When requesting Replacement Hardware, Client must provide TCP with the serial number of Defective Hardware in question, the problem, the context in which the problem was encountered, a description of the system configuration, the steps necessary to generate or reproduce the problem, and the address TCP will use to ship the Replacement Hardware. Failure to provide reasonable information or assistance may result failure to resolve the Incident.

10. **Miscellaneous**. This Hardware Support and Maintenance Agreement is not transferable. With the exception of the Licensing Agreement, this Hardware 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 Hardware 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 Hardware 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.