

TimeClock Plus Service Terms and Conditions

TimeClock Plus, LLC (“TCP”), a Delaware limited liability company, will provide User and its authorized Employees and Users access to the Services during the Initial Service Term. TCP shall make Services available to User twenty-four (24) hours a day, seven (7) days a week except for interruptions by reason of maintenance or downtime beyond TCP's reasonable control. User will be responsible for all equipment and software required for User to access the Internet including, without limitation, a web browser compatible with the Services. User agrees to comply with all applicable data protection laws and to act as Data Controller, and appoint TCP as Data Processor, of Personal Data and information entered into TimeClock Plus by User's Employees and Users. User acknowledges that TCP is not responsible for any use or misuse of the Services by User or its employees or contractors or for ensuring User's adherence to applicable laws. User understands and agrees that your use of and access to TimeClock Plus Services is subject to the complete terms and conditions (Licensing Agreement) found at:

- Terms and Conditions: <https://tcpsoftware.com/legal/>
- Data Processing Terms: <https://tcpsoftware.com/legal/>
- Supplemental Support & Maintenance Terms: <https://tcpsoftware.com/legal/> (As Applicable)

User shall pay to Viventium all fees or charges in accordance with those outlined on the Invoice placed at the time of purchase. Charges will be equal to the number of total employees multiplied by the applicable Monthly Employee Fee as defined in the Master Licensing Agreement. Total employees each month are defined as the total number of Employees who are made Active at any time and for any duration during any calendar month. User may add additional Employees as desired each month by paying the Monthly Employee Fees, prorated through the end of the Term, for those added. Licensing adjustments and returns are subject to the terms as set forth in the Master Licensing Agreement. Unused hardware returns may be accepted within forty-five (45) days from date of purchase at the sole discretion of Viventium.

The Term of this Agreement will commence the day the website interface for the Services is made accessible to User via the Internet or on the Contract Start Date, whichever is later, and will continue for the Initial Service Term. Thereafter this Agreement will automatically renew for successive periods of the same duration as the Initial Service Term unless either party gives the other party ninety (90) days' notice of its intent not to renew.

By agreeing to this Service Terms and Conditions for TimeClock Plus Services, you represent, warrant and certify that (a) you are 18 years of age or older; (b) you are authorized to bind the company or organization named above under this Agreement, (c) you are authorized to use the payment method specified to engage in transactions relating to the Services, including any recurring payment information, and (d) you have read, understand and agree to the terms and conditions of this Agreement.