



TIME & ATTENDANCE

HARDWARE TERMS AND CONDITIONS

Last updated – September 29, 2026

This Time & Attendance Hardware Addendum (the “**Addendum**”) forms part of the Agreement (as defined in Viventium’s Master Terms and Conditions) between Viventium and User that governs User’s use of Viventium’s products and services.

Capitalized terms not defined herein have the meanings set forth in the Agreement.

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- 1) **Shipping, Title, Risk of Loss, and Taxes.** Unless otherwise stated in an Ordering Document, Hardware will be shipped FOB Viventium’s or the applicable supplier’s shipping point. Title to and risk of loss for Hardware will pass to User when the Hardware is delivered to the carrier. User will pay all shipping, freight, handling, insurance, and similar charges. Loss of or damage to Hardware after delivery to the carrier will not relieve User of its payment obligations, although Viventium may provide reasonable assistance with any available carrier claim. User will also pay all sales, use, excise, value-added, ad valorem, customs, tariffs, duties, and similar taxes or governmental charges arising from the purchase, delivery, or use of the Hardware, excluding taxes imposed on Viventium’s net income. User must provide any valid exemption certificate before shipment. All payments will be made without withholding or deduction. If applicable law requires User to withhold or deduct any amount, User will pay any additional amount necessary so that Viventium receives the amount it would have received absent the withholding or deduction.
 - 2) **Third Party Intellectual Property.** Hardware may include firmware, embedded software, documentation, or other intellectual property owned or licensed by a manufacturer, supplier, or other third party (“Third-Party Intellectual Property”). User’s access to and use of Third-Party Intellectual Property is subject to any applicable end-user license agreement or other terms provided with or made available for the Hardware. Solely with respect to ownership of and permitted use of Third-Party Intellectual Property, the applicable third-party terms will control in the event of an express conflict with the Agreement. No third-party terms will modify the fees, payment obligations, term, warranties, remedies, limitations of liability, or other rights and obligations between Viventium and User unless Viventium expressly agrees otherwise in a writing signed by Viventium. User will comply with all applicable third-party terms and will not copy, modify, circumvent, reverse engineer, or otherwise misuse Third-Party Intellectual Property except as expressly permitted by such terms or applicable law.
 - 3) **Manufacturer Warranties and Third-Party Products.** Hardware and embedded software may be manufactured, developed, or supplied by third parties. Any warranty, indemnification, or other protection offered by a manufacturer or supplier is solely the obligation of that manufacturer or supplier. To the extent transferable and reasonably practicable, Viventium will pass through to User the benefit of any such protection. Viventium does not represent or warrant the scope, availability, enforceability, or continued availability of any manufacturer or supplier warranty or other protection and is not responsible for the acts or omissions of any manufacturer, supplier, or other third party. Except for Viventium’s express limited warranty under Section 5(a), User will look solely to the applicable manufacturer or supplier for any claim arising under a third-party warranty. Any return of a Third-Party Product remains subject to this Addendum and the applicable manufacturer’s or supplier’s return conditions, including any restocking fees.
 - 4) **Returns.** User may return Hardware only with Viventium’s prior written authorization and only where a return is expressly permitted under this Addendum, the Agreement, or the applicable manufacturer’s or supplier’s terms. User must obtain any required return-material authorization and ship the Hardware in accordance with Viventium’s instructions within twenty-one (21) days after Viventium authorizes or requests the return. Unless
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Viventium states otherwise, User is responsible for all costs and risks associated with returning Hardware. Hardware must be properly packaged and returned with all components, accessories, and documentation originally provided. Viventium may reject unauthorized returns and may reduce any otherwise applicable refund or credit by restocking fees, shipping and handling charges, the cost of missing components, and damage not covered by an applicable warranty. If Viventium provides replacement Hardware before receiving the Hardware being replaced and User fails to timely return the replaced Hardware, User will pay Viventium the then-current replacement cost and all related shipping, handling, collection, and other charges. Acceptance of returned Hardware does not constitute acceptance of a warranty claim or an agreement to provide a refund or credit.

5) Limited Warranties

- a) **Limited Hardware Warranty.** For twelve (12) months after the date Viventium ships Hardware purchased directly from Viventium, Viventium warrants to the original purchasing User that the Hardware will, under normal and intended use, substantially conform to the applicable Documentation. This warranty is nontransferable and applies only if User promptly notifies Viventium of the alleged defect during the warranty period, provides reasonable information requested by Viventium, completes applicable troubleshooting, and returns the Hardware as instructed. User's sole and exclusive remedy, and Viventium's entire obligation, for breach of this warranty will be, at Viventium's option, to: (i) repair the nonconforming Hardware; (ii) replace it with new, refurbished, or functionally equivalent Hardware; or (iii) if Viventium determines that repair or replacement is not commercially reasonable, accept its return and refund the purchase price actually paid for the affected Hardware, excluding shipping, handling, installation, configuration, and similar charges. Repaired or replacement Hardware is warranted only for the remainder of the original warranty period. This warranty does not cover defects or damage caused by normal wear and tear, consumable components, accident, misuse, abuse, neglect, improper installation or relocation, unauthorized modification or repair, unapproved software or peripherals, inadequate electrical service or network connectivity, an unsuitable operating environment, failure to follow the Documentation, or any cause external to the Hardware. If Viventium or its supplier investigates a reported malfunction and determines that the malfunction is not covered by this warranty, Viventium may charge User for the investigation, services, shipping, and related expenses at Viventium's then-current rates.
 - b) **Disclaimer of Other Warranties.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY IN SECTION 5(a) AND ANY MANUFACTURER OR SUPPLIER WARRANTY PASSED THROUGH UNDER SECTION 3, THE HARDWARE AND ALL RELATED GOODS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, VIVENTIUM DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, AND GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, AND UNINTERRUPTED OR ERROR-FREE OPERATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY VIVENTIUM OR ITS REPRESENTATIVES WILL CREATE OR MODIFY A WARRANTY UNLESS EXPRESSLY SET FORTH IN A WRITING SIGNED BY VIVENTIUM. THIS SECTION IS SUBJECT TO THE LIMITATIONS OF LIABILITY AND EXCLUSIVE REMEDIES SET FORTH IN THE AGREEMENT.
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- 6) **Final Sales; No Cancellation or Refund.** Except for the express return and limited-warranty rights set forth in Sections 4, 5, and 7, or as otherwise expressly approved by Viventium in writing, all Hardware orders are final and noncancelable once accepted by Viventium or submitted to the applicable manufacturer or supplier. User will not be entitled to any refund, credit, cancellation, or other compensation for Hardware that has been ordered or delivered, regardless of whether the Hardware has been used, installed, configured, or placed into service. Termination, expiration, suspension, nonimplementation, or nonuse of the T&A Services will not entitle User to cancel a Hardware order, return Hardware, receive a refund or credit, or avoid any payment obligation relating to Hardware. Any refund expressly required under Section 5(a) will be limited to the purchase price actually paid for the affected Hardware and will exclude shipping, handling, installation, configuration, and other charges.

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- 7) **Availability and Delivery.** All Hardware orders are subject to Viventium's acceptance and product availability. Any shipment, delivery, installation, or activation date provided by Viventium is an estimate and not a guaranteed deadline. Viventium will not be responsible for delays caused by a manufacturer, supplier, carrier, customs authority, product shortage, force majeure event, or other circumstance outside Viventium's reasonable control. Viventium may make partial shipments and invoice each shipment separately. If ordered Hardware is discontinued or unavailable, Viventium may substitute Hardware with substantially equivalent or better functionality. If Viventium determines that a commercially reasonable substitute is unavailable, Viventium may cancel the affected portion of the order and refund any purchase price paid for the unavailable Hardware. That refund will be User's sole and exclusive remedy for the cancellation or unavailability. Unless expressly included in an Ordering Document, delivery does not include installation, mounting, wiring, cabling, electrical work, network configuration, training, or other professional services.
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- 8) **Site Preparation, Installation, and Use.** User is responsible for selecting and preparing each installation location and for providing all required electrical service, network connectivity, mounting surfaces, environmental conditions, permits, approvals, and third-party services. User will ensure that the installation and use of Hardware comply with the Documentation, applicable building and safety requirements, workplace policies, and applicable law. Unless installation services are expressly included in an Ordering Document, User is solely responsible for installing and configuring the Hardware. If Viventium provides installation or configuration services, User will provide timely site access, information, personnel, and cooperation and will ensure that the location is ready before the scheduled appointment. User remains responsible for electrical, network, construction, cabling, and other work outside the expressly agreed scope. User will safeguard Hardware and associated credentials against loss, theft, damage, tampering, and unauthorized access or use. User will promptly notify Viventium of any such event and will not relocate, open, modify, or repair the Hardware, install unapproved software on the Hardware, or connect unapproved equipment or peripherals to the Hardware. After risk of loss passes to User, User is responsible for the cost of lost, stolen, or damaged Hardware except to the extent covered by the express limited warranty in Section 5(a).
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- 9) **Modification.** Viventium may modify this Addendum in accordance with the modification provisions set forth in the Master Terms and Conditions.