

TIMECOM® GENERAL TERMS

THESE TIMECOM GENERAL TERMS, AND THE SALES ORDER THAT INCORPORATES THESE TIMECOM GENERAL TERMS (THE "SALES ORDER"), GOVERNS THE CLIENT'S ACQUISITION AND USE OF ACCU-TIME SYSTEMS, INC.'S ("ATS") TIMECOM SYSTEM AND SERVICES. THE CLIENT'S NAME AND ADDRESS IS SPECIFICALLY IDENTIFIED IN THE SALES ORDER.

TO USE THE TIMECOM SYSTEM AND SERVICES, THE CLIENT MUST ACCEPT: (1) THE TERMS OF THE SALES ORDER(S); AND (2) THESE TIMECOM GENERAL TERMS (COLLECTIVELY, THE "AGREEMENT").

BY ACCESSING OR USING THE TIMECOM SYSTEM AND SERVICES, THE CLIENT ACCEPTS THE TERMS OF THE AGREEMENT.

UNLESS OTHERWISE DEFINED HEREIN, CAPITALIZED TERMS SHALL HAVE THE MEANINGS SET FORTH IN EXHIBIT A. THE "EFFECTIVE DATE" OF THIS AGREEMENT IS THE DATE THAT THE SALES ORDER(S) IS ACCEPTED BY ATS. ATS'S SIGNATURE ON THE SALES ORDER CONSTITUTES ACCEPTANCE.

1. The TimeCom System.

1.1. The TimeCom System and Services. ATS shall, subject to Client's compliance with the terms herein, including the payment of all fees described in Section 3.1, (a) make the TimeCom System available to the Client and (b) provide to Client certain hosting, support and maintenance services (collectively, the "Services") as set forth in the Sales Order, pursuant to the terms of the Agreement during the Term. ATS reserves the right to make updates and modifications to the TimeCom System or particular features or components of the TimeCom System, from time to time, at its sole discretion; provided, that such updates and modifications do not materially diminish the functionality of the TimeCom System or its features and/or components. Client understands that the TimeCom System may be unavailable for a short period of time to implement such updates or modifications; provided, that ATS will exercise reasonable commercial efforts to notify Client of any such material updates and modifications to the TimeCom System.

1.2. The TimeCom System and Services provided to Client hereunder will be based upon information provided to ATS by Client. Upon receipt from ATS, whether electronically or otherwise, Client will promptly review all data and reports prepared by the TimeCom System for validity and accuracy according to Client's records and Client agrees that it will promptly notify ATS of any discrepancies. ATS shall retain Client Data for a period of seventy-five (75) days after such Client Data has been sent to ATS via the TimeCom System and acknowledged by the ERP. Client understands and agrees that ATS has no obligation to maintain any Client Data following such seventy-five (75) day period.

1.3. The Services. Subject to Client's compliance with the terms herein, including the payment of all fees described in Section 3.1, during the Term, ATS will provide Client with the level of Services indicated on the Sales Order. ATS reserves the right, from time to time, to make updates and modifications to the Services, provided, that such updates and modifications do not materially diminish the functionality of the Services. Client understands that the Services may be unavailable for a short period of time to implement such updates or modifications; provided, that, ATS will use commercially reasonable efforts to notify Client directly of any material updates and modifications and by posting a notice of the update or modification on the ATS website, if applicable. Additional upgraded services may be purchased by Client via submission of a Sales Order and acceptance of same by ATS. Client understands and agrees that ATS may subcontract and/or assign the provision of its Services to a third party; however, nothing shall relieve ATS from responsibility for performance of its duties under the terms of the Agreement. All Services will be provided using personnel of required skill, experience and qualifications, and in a timely, workmanlike and professional manner in accordance with generally recognized industry standards.

1.4. Equipment. ATS agrees to provide Client with the Equipment described in the Sales Order in

accordance with the Equipment Terms and Conditions attached hereto as Exhibit B. If set forth in the Sales Order under Time Clock Installation, Client shall pay (i) an installation and setup fee for each unit of Equipment if such Equipment is installed on Client's premises by ATS or ATS' contractor; and (ii) any applicable one-time activation fees for set up of the TimeCom System. For the avoidance of doubt, Client shall be deemed the owner of the Equipment effective upon the receipt by ATS of payment in full for such Equipment, in accordance with the applicable Sales Order and Section 3 of the Agreement.

1.5. Client Responsibilities. (a) Client shall: (i) be responsible for all Users' compliance with the Agreement, (ii) be solely responsible for the accuracy, integrity, and legality of Client Data and the means by which Client acquires and uses such Client Data, (iii) use the TimeCom System only in accordance with applicable laws, rules, regulations (including, without limitation, export, data protection and privacy laws, rules and regulations and laws, rules and regulations that apply to the use of biometrics) and any Documentation, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the TimeCom System, (v) ensure that the Equipment and the TimeCom System operate in connection with, and are protected by, any firewall maintained by the Client, and (vi) notify ATS in writing immediately of (A) any unauthorized use of, or access to, the TimeCom System or any User account or password thereof or (B) any notice or charge of noncompliance with any applicable law, rule or regulation asserted or filed against Client in connection with Client Data. For the avoidance of doubt, User accounts and passwords are specific to individual Users, and under no circumstances may User accounts or passwords be shared among or by different Users; provided, however, that the Client administrator(s) may reassign a User account during the Term, if a former User no longer requires a User account. Client is responsible for all Client activities that occur under Client's accounts and passwords. In any event, ATS shall not be liable for any damages incurred by Client arising from Client's failure to comply with this Section.

(b) Client shall not, directly or indirectly: (i) sublicense, resell, rent, lease, distribute, market, commercialize or otherwise transfer rights or usage to the TimeCom System or any modified version or derivative work of the TimeCom System, (ii) provide the TimeCom System, or any modified version or derivative work of the TimeCom System on a timesharing, service bureau or other similar basis, (iii) remove or alter any copyright, trademark or proprietary notice in the TimeCom System, (iv) copy any features, functions or graphics of the TimeCom System for any purpose other than what is expressly authorized in the Agreement, (v) send, store, or authorize a third party to send or store spam, unlawful, infringing, obscene or libelous material, or Malicious Code, (vi) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the TimeCom System, (vii) use any Intellectual Property Rights protected by applicable laws and contained in the TimeCom System for the purpose of building a competitive product or service or copying the TimeCom System's features or user interface, or (viii) use the TimeCom System, or permit it to be used, for purposes of product evaluation, benchmarking or other comparative analysis intended for publication without ATS's prior written consent.

(c) Client shall only use the TimeCom System and Services for Client's internal business purposes and Client agrees to be responsible for ensuring that its Users' access or use of the TimeCom System and Services comply with the Agreement.

1.6. Third Parties. Client agrees not to disclose any Confidential Information of ATS to any contractor or allow any contractor to create Modifications unless and until the contractor has agreed in writing to (a) protect the confidentiality of such Confidential Information in the manner required by Section 5 and then only to the extent necessary for the contractor to perform those services subcontracted to it, and (b) assign all such contractor's rights, title and interests (including all Intellectual Property Rights) in such Modifications to Client to ensure Client can comply with Section 2.1. The Client will be solely responsible for all payments to its contractors and will be responsible for compliance by its contractors with the terms and conditions of the Agreement.

2. Proprietary Rights and Protected Information.

2.1. Ownership of TimeCom System and Modifications. Client acknowledges and agrees that ATS owns

all right, title and interest, including all Intellectual Property Rights, in and to the TimeCom System and any Modifications. Client agrees to and does hereby assign to ATS any rights, title and interest worldwide it may acquire in the Intellectual Property Rights embodied in any and all Modifications. Except as expressly stated otherwise in the Agreement, ATS retains all of its right, title and ownership interest in and to the TimeCom System, the Services and Modifications, and no other Intellectual Property Rights or license rights are granted by ATS to Client under the Agreement, either expressly or by implication, estoppel or otherwise.

2.2. Trademarks.

(a) Use of ATS's Marks. ATS's name, logo, trade names and trademarks are owned by ATS, and no right is granted to Client to use any of the foregoing except as expressly permitted herein or by written consent of ATS. Unless expressly permitted in writing by ATS, Client shall not modify the appearance or branding of any part of the TimeCom System and Services.

(b) Use of Client's Authorized Marks. In the event that ATS makes available to Client branding of any materials, cards and/or websites associated with the TimeCom System and Client requests such branding, Client grants ATS, the card issuers and any third-party service providers designated by ATS the right to display Client's trademarks and services marks (the "Authorized Marks"), subject to Client's right, in its sole discretion, to review and approve the copy prior to the use of such Authorized Marks. This authorization shall continue for the Term.

2.3. Freedom to Create Modifications. Nothing in this Section shall inhibit, hamper, encumber or otherwise impede ATS's freedom to create Modifications or improve, extend and/or modify the TimeCom System.

2.4. Suggestions. Client or its Users may, from time to time, provide suggestions, enhancement or feature requests or other feedback to ATS with respect to the TimeCom System, Services or related Documentation (collectively, "Feedback"). Client hereby agrees that all Feedback is hereby assigned by Client to ATS entirely voluntarily. ATS shall be free to use, disclose, reproduce, license or otherwise distribute and exploit the Feedback in its discretion, without restriction or obligation of any kind or nature. Feedback, even if designated as confidential by Client, shall not create any obligation of confidentiality for ATS, unless ATS expressly agrees so in writing.

2.5. Protected Information. (a) Client's use of ATS's TimeCom System and Services under the Agreement may involve access to Client's personally-identifiable information such as employee name, employee number, employee time or job code that may be subject to state or federal laws regarding securing such information and restricting the disclosure of such information ("Protected Information"). ATS shall not disclose Protected Information except as permitted or required by the Agreement or as otherwise authorized in writing by Client, or applicable laws. If required by a court of competent jurisdiction or an administrative body to disclose Protected Information, ATS will notify Client in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give Client an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so).

(b) Safeguard Standard. ATS agrees to protect the privacy and security of Protected Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. ATS shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of the Protected Information. ATS shall ensure that such security measures are regularly reviewed by ATS and revised to address evolving threats and vulnerabilities while ATS has responsibility for the Protected Information under the terms of the Agreement.

(c) Return Or Destruction Of Protected Information. Within thirty (30) days of the termination, cancellation, expiration or other conclusion of the Agreement, if requested by Client at termination or

earlier, ATS shall use commercially reasonable efforts to provide a copy of the Protected Information to Client in a format reasonably acceptable to Client unless Client requests in writing that such data be destroyed. Such destruction shall be accomplished by purging or physical destruction, in accordance with reasonable instructions from Client. Absent this request, such Protected Information shall be destroyed in accordance with ATS's data retention policy.

(d) Breaches Of Protected Information. ATS shall report any confirmed or suspected Breach to Client promptly upon discovery, both orally and in writing, after ATS reasonably believes a Breach has or may have occurred. ATS's report shall identify: (i) the nature of the unauthorized access, use or disclosure, (ii) the Protected Information disclosed, (iii) the person(s) who accessed, used and disclosed and/or received Protected Information (if known), (iv) what ATS has done or will do to mitigate any deleterious effect of the unauthorized disclosure, and (v) what corrective action ATS has taken or will take to prevent future unauthorized disclosure. ATS shall provide such other information, including a written report, as reasonably requested by Client. In the event of a suspected Breach, ATS shall keep the Client informed regularly of the progress of its investigation until the uncertainty is resolved. In the event of a Breach, ATS will make commercially reasonable efforts to remedy the Breach as quickly as circumstances permit including:

- a. Promptly designate a contact person to whom the Client will direct inquiries, and who will communicate ATS responses to Client inquiries;
- b. As rapidly as circumstances permit, apply appropriate resources to remedy the Breach condition, investigate, document, restore Client service(s) as directed by the Client, and undertake appropriate response activities;
- c. Provide status reports to the Client on Breach response activities, either on a daily basis or a frequency approved by the Client;
- d. Make all reasonable efforts to assist and cooperate with the Client in its Breach response efforts; and
- e. Provide knowledgeable ATS staff to participate in Client-initiated meetings and/or conference calls regarding the Breach.

3. Payment.

3.1. Fees and Payment. Client agrees to pay all fees specified in the Sales Order(s) including, without limitation and as applicable, all fees for Time Clocks, the applicable activation fee, and any other one-time fees, and the fees for the TimeCom System and Services in accordance with this Section 3. All such fees shall be due, and Client shall pay such fees (a) for the Initial Term on the Effective Date, and (b) for each Renewal Term, on or before the commencement date of such Renewal Term. ATS shall submit to Client an invoice for any recurring fees payable with respect to a Renewal Term prior to the commencement of such Renewal Term. Except as otherwise provided, fees set forth in a Sales Order hereunder will be: (i) quoted and payable in United States dollars, (ii) paid by check, ACH, or wire transfer, (iii) based on access to the TimeCom System and Services and not actual usage, and (iv) non-cancelable and non-refundable. Client shall reimburse ATS for any expenses incurred, including interest and reasonable attorneys' fees, in collecting amounts due ATS hereunder that are not under good faith dispute by Client. Client agrees to provide ATS with complete and accurate billing and contact information and to notify ATS of any changes to such information.

3.2. Overdue Charges and Suspension of Service. Overdue amounts may be subject to interest at a rate of one (1) percent (1.0%) per month, or the maximum rate permitted by law, whichever is lower. If Client's account is more than thirty (30) days past due (except with respect to charges subject to a reasonable and good faith dispute), in addition to any other rights or remedies it may have under the

Agreement or by law, ATS reserves the right to suspend access to the TimeCom System and Services upon thirty (30) days written notice, without liability to Client, until such amounts are paid in full.

3.3. Taxes. Except as otherwise stated in the Sales Order(s), ATS's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, excise, sales, use or withholding taxes (collectively, "Taxes"). Client is responsible for paying all Taxes associated with the Agreement and its use of the TimeCom System and Services, excluding U.S. federal and state income tax liabilities of ATS. If Client has an obligation to withhold any amounts under any law or tax regime (other than U.S. federal and state income tax law), Client shall gross up the payments so that ATS receives the amount actually quoted and invoiced. If ATS determines that ATS has a legal obligation to collect, report or remit Taxes for which Client is responsible under this section, ATS shall provide Client with documentation evidencing the Taxes and the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate authorized by the appropriate taxing authority.

3.4. Fee Changes. ATS may increase fees for the TimeCom System and Services at any time after the Initial Term upon at least thirty (30) days prior written notice to Client; provided that (i) ATS may only increase fees once per Renewal Term, (ii) any such fee increase shall not exceed five percent (5%) of the applicable fee payable by Client immediately prior to such increase, and (iii) Client shall have the right within thirty (30) days of receipt of such notice to accept such increase or terminate the Agreement by written notice to ATS.

3.5. Invoices. ATS shall send all invoices to Client's contact designated on the applicable Sales Order under the heading "Billing Contact Name" using the email address provided by Client under the heading "Billing Email Address".

4. Term and Termination.

4.1. Term. The Agreement begins on the Effective Date and continues for a period of one (1) year unless otherwise set forth on the Sales Order (the "Initial Term"). Upon expiration of the Initial Term, the Agreement will automatically renew for additional one (1) year periods (each a "Renewal Term"), unless one party provides the other party with written notice of non-renewal a minimum of sixty (60) days prior to the expiration of the then-current term. The Initial Term, together with all Renewal Terms, is referred to as the "Term" for purposes of the Agreement.

4.2. Termination.

a. Termination for Breach. Either party may terminate the Agreement and any then-current Sales Order(s) prior to the end of a Term if the other party: (i) materially breaches any material warranty, term, condition or covenant hereunder and, where such breach is curable, such breach remains uncured for thirty (30) days following written notice of the breach or (ii) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

b. Additional Rights of ATS. ATS may suspend performance and/or terminate the Agreement immediately, with prompt notice to Client, in the event Client, its employee(s) or any other third party (i) includes in the TimeCom System and Services any Client Data which is obscene, offensive, inappropriate, threatening, or malicious; (ii) materially violates any applicable law or regulation or any contract, privacy or other third party right; or otherwise exposes ATS to civil or criminal liability; or (iii) wrongfully uses or accesses the TimeCom System and Services or any other systems of ATS used in the performance of ATS's obligations under the Agreement.

4.3. Effect of Termination. No refunds of fees will be made, unless Client terminates the Agreement and any then-current Sales Order(s) pursuant to Section 4.2(a), in which case Client will be entitled to a refund of the pro rata portion of unearned fees paid in advance for which services were terminated by the

termination. Client understands and agrees that upon expiration or termination of the Agreement, the rights granted under the Agreement and, in connection with any then-current Sales Order(s), will be immediately revoked and ATS may immediately deactivate Client's account; provided that Client shall be entitled to retain any Equipment that is or has been purchased and paid for in full by Client. In no event shall any expiration or termination of the Agreement relieve Client of the obligation to pay any fees payable to ATS for the period prior to the effective date of expiration or termination, unless otherwise stated in the Agreement.

4.4. Surviving Provisions. Sections 1.5, 1.6, 2.1, 2.2, 2.4, 2.5, 3, 4.3, 4.4, 5, 7, 8, 9, and 11 shall survive termination of expiration of the Agreement.

5. Confidentiality.

5.1. Confidentiality. The parties acknowledge that in the course of performing their obligations under the Agreement, each may receive Confidential Information of the other party. Each party covenants and agrees that neither it nor its agents, employees, officers, directors or representatives will disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except (a) to those employees, representatives, or contractors of the Receiving Party who require access to the Confidential Information of the Disclosing Party to exercise its rights and obligations under the Agreement and who are bound by written agreement, with terms at least as restrictive as these, not to disclose confidential or proprietary information disclosed to such party, or (b) as such disclosure may be required by law or governmental regulation, subject to the Receiving Party providing to the Disclosing Party written notice to allow the Disclosing Party to seek a protective order or otherwise prevent the disclosure. Nothing in the Agreement will prohibit or limit the Receiving Party's use of information: (i) previously known to it without obligation of confidence, (ii) independently developed by or for it without use of or access to the Disclosing Party's Confidential Information, (iii) acquired by it from a third party that is not under an obligation of confidence with respect to such information, or (iv) that is or becomes publicly available through no breach of the Agreement. The terms of the Agreement, and the structure and organization of the TimeCom System are Confidential Information of ATS.

5.2. Destruction. Within five (5) days after a Disclosing Party's request, the Receiving Party shall return or destroy the Disclosing Party's Confidential Information identified in the request; provided, however, that the Receiving Party shall be entitled to retain archival copies of the Confidential Information of the Disclosing Party solely for legal, regulatory or compliance purposes unless otherwise prohibited by law, subject to an ongoing obligation of confidentiality.

5.3. Equitable Relief. Each party acknowledges that a breach or threatened breach of this Section would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that the other party may seek equitable relief without any requirement to post bond or other security in order to enforce the terms of this Section 5. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

6. Warranties, Exclusive Remedies and Disclaimers.

6.1. ATS Warranties. ATS warrants that (a) it has the legal right and authority to enter into the Agreement and perform its obligations, and (b) the TimeCom System shall perform materially in accordance with the Documentation for the applicable TimeCom System. If the TimeCom System does not conform to the warranty specified in Section 6.1(b) above, Client must notify ATS within thirty (30) days, and ATS agrees to use commercially reasonable efforts to cure the non-conforming portions of the TimeCom System before Client may pursue any other remedies. ATS is not responsible for any non-compliance with this warranty resulting from or caused by any (i) Malicious Code present in the Client Data made available to ATS by Client, or (ii) Modifications made by anyone other than ATS. Client's sole and exclusive remedy for a breach of any warranties contained in this Section 6.1 shall be to terminate the Agreement pursuant to Section 4.2 and, notwithstanding anything to the contrary in Section 3.1, have ATS refund to Client the pro rata unused portion of any pre-paid unearned fees.

6.2. Client Warranties. Client warrants that (a) it has the legal right and authority to enter into the Agreement and perform its obligations, (b) it has all consents and rights in and to the Client Data necessary to permit ATS to exercise its rights to access and use the Client Data to operate the TimeCom System and provide the Services, (c) it is in full compliance with and will continue to comply with all applicable laws and regulations that apply to Client's use of the TimeCom System, Services and to Client's business, including without limitation all laws concerning protection of Client's employees' personal information and use of biometrics, and (d) the Client Data or the media on which the Client Data resides does not contain any Malicious Code.

7. Disclaimer of Warranties.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, ATS, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE WITH RESPECT TO THE TIMECOM SYSTEM, SERVICES AND/OR ANY CUSTOM PROGRAMS CREATED BY ATS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ATS. ATS, ITS LICENSORS AND SUPPLIERS FURTHER DISCLAIM ANY WARRANTY THAT THE RESULTS OBTAINED THROUGH THE USE OF THE TIMECOM SYSTEM, SUPPORT SERVICES, ANY CUSTOM PROGRAMS CREATED BY ATS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ATS WILL MEET CLIENT'S NEEDS.

8. Indemnification.

8.1 ATS Indemnity. Subject to the remainder of this Section, ATS shall, at its expense, (a) defend or settle any third party claims, actions and demands brought against Client and its officers, directors, employees and agents, and (b) pay all damages finally awarded therein against Client's indemnified parties or agreed upon in settlement by ATS (including other reasonable costs incurred by Client, including reasonable attorneys' fees, in connection with enforcing this Section) arising from: (i) claims that ATS failed to comply with applicable laws, rules or regulations in its performance of the Agreement or (ii) claims that the TimeCom System as used in accordance with the Agreement infringes any U.S. patent, copyright, trade secret or other intellectual property right of any third party. The foregoing obligations of ATS do not apply to the extent that the alleged infringing system or portions or components thereof or modifications thereto were not supplied or directed by ATS, or were combined with other products, processes or materials not supplied or directed by ATS (where the alleged infringements relates to such combination). THIS SECTION STATES ATS'S SOLE LIABILITY TO, AND CLIENT'S EXCLUSIVE REMEDY FOR, CLAIMS OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, THE TIMECOM SYSTEM AND SERVICES DELIVERED UNDER OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS).

8.2 Client Indemnity. Client shall, at its expense, (a) defend or settle any third party claims, actions and demands brought against ATS and its officers, directors, employees and agents, and (b) pay all damages finally awarded therein against ATS's indemnified parties or agreed upon in settlement by Client (including other reasonable costs incurred by ATS, including reasonable attorneys' fees, in connection with enforcing this Section) arising from: (i) Client's breach or violation of Client's responsibilities under Sections 1.5 or 1.6, (ii) claims that Client Data or transmission or hosting thereof infringes or violates the rights of a third party, (iii) claims that Client's or its Users' use of the TimeCom System or Services in violation of this Agreement infringes or violates the rights of such third party, or (iv) claims that Client failed to comply with applicable laws, rules or regulations (including, without limitation, export, data protection and privacy laws, rules and regulations and laws, rules and regulations that apply to the use of biometrics) in its performance of the Agreement.

8.3 Indemnification Procedures. The party or other person entitled to seek indemnification pursuant to this Section 8 (the "Indemnified Party") shall: (a) promptly notify the other party obligated to provide

such indemnification (the "Indemnifying Party") in writing of any such claim, (b) take commercially reasonable steps to mitigate any potential damages which may result; (c) give sole control of the defense and settlement of any such claim to the Indemnifying Party (provided that Indemnifying Party may not settle any claim in a manner that adversely affects Indemnified Party's rights, imposes any obligation or liability on the Indemnified Party or admits liability or wrongdoing on the part of Indemnified Party, in each case, without Indemnified Party's prior written consent), and (d) provide all information and assistance reasonably requested by the Indemnifying Party, at the Indemnifying Party's expense, in defending or settling such claim. The Indemnified Party may join in defense with counsel of its choice at the Indemnified Party's own expense.

9. Limitation of Liability.

9.1. Limitation of Liability. EXCEPT FOR A BREACH OF SECTION 1.6, SECTION 2.5, SECTION 5.1 AND INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 8, IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE, THE TOTAL AMOUNT PAYABLE BY CLIENT TO ATS UNDER THIS AGREEMENT DURING THE TWENTY-FOUR (24) MONTHS IMMEDIATELY PRECEDING THE ACT OR OMISSION GIVING RISE TO THE LIABILITY.

9.2. Disclaimer of Consequential Damages. EXCEPT FOR A BREACH OF SECTION 1.6, SECTION 2.5, SECTION 5.1 AND INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 8, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR REVENUE OR FOR ANY INDIRECT, SPECIAL, COVER, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING UNDER THIS AGREEMENT AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. Insurance.

During the Term, ATS will at all times maintain, at its own cost, insurance coverage as follows: Comprehensive General Liability insurance with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage; Workers' Compensation insurance as required by state law; Employer's Liability insurance with coverage of \$1,000,000 per accident for bodily injury or disease; Automobile Liability insurance with coverage of \$1,000,000 per accident for bodily injury and property damage, and Cyber and Professional Liability insurance with coverage of \$5,000,000 per occurrence/\$5,000,000 aggregate, including privacy liability coverage. All such insurance shall be issued through a carrier with an A.M. Best's rating of no less than A minus. A certificate of insurance evidencing such policy coverage shall be delivered to Client upon written request.

11. General.

11.1. Compliance with Laws. Client will comply with all applicable laws and governmental regulations and will not use or access the TimeCom System or Services in any way that materially violates any applicable international, federal, state or local laws and/or regulations. ATS will comply with all applicable laws and governmental regulations.

11.2. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, ATS may assign the Agreement in its entirety, without the consent of the Client, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any attempted assignment in breach of this Section shall be void.

11.3. Relationship of the Parties. ATS and Client are independent contractors, and nothing in the

Agreement or any attachment hereto will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

11.4. Third-Party Beneficiaries. Nothing in the Agreement creates, or will be deemed to create, third-party beneficiaries of or under the Agreement. ATS has no obligation to any third party (including Client's Users and/or any taxing authority) by virtue of the Agreement.

11.5. Choice of Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Connecticut and the federal U.S. laws applicable therein, excluding its conflicts of law provisions. ATS and Client agree to submit to the personal and non-exclusive jurisdiction of the courts located in Hartford County, Connecticut. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement.

11.6. Attorney's Fees. In any action related to the Agreement, if any party is successful in obtaining some or all of the relief it is seeking or in defending against the action, the other party shall pay, on demand, the prevailing party's reasonable attorneys' fees and reasonable costs.

11.7. Manner of Giving Notice. Notices regarding the Agreement shall be in writing and addressed to Client at the address Client provides in the Sales Order(s), or, in the case of ATS, when addressed to ATS at the address listed on the Sales Order(s) and sent to the attention of the Chief Executive Officer.

11.8. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such party's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such party's employees).

11.9. Entire Agreement. This Agreement and the Sales Order(s), and exhibits, addendums or URLs referenced herein represent the entire agreement of the parties and supersede all prior discussions, emails, documents or other agreements between the parties, provided that the Agreement shall govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. To the extent there is a conflict between the Agreement and any additional or inconsistent terms, including any pre-printed terms on a Client purchase order or other documents, the terms of the Agreement shall prevail, unless expressly stated otherwise. Notwithstanding any language to the contrary therein, no terms stated in a purchase order or in any other order document (other than a Sales Order) shall be incorporated into the Agreement, and all such terms shall be void. The Agreement and the Sales Order(s) may not be modified or altered except by written instrument, and no amendment or waiver of any provision of the Agreement shall be effective unless in writing and signed (either manually or electronically) by an authorized representative of Client and ATS. All rights not expressly granted to Client are reserved by ATS and its licensors.

11.10. Equitable Relief. Except as otherwise provided, remedies specified herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.11. Severability. If any of the provisions of the Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Client and ATS shall be construed and enforced accordingly.

11.12. Waiver. The failure of either party at any time to enforce any right or remedy available to it under the Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

11.13. Headings. The headings used in the Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

11.14. Use of Agents. ATS may designate an agent or subcontractor to perform such tasks and functions to complete any Services covered under the Agreement; provided that nothing in the preceding sentence shall relieve ATS from responsibility for performance of its duties under the terms of the Agreement.

EXHIBIT A: DEFINITIONS

"Affiliate" means a company that Controls, is controlled by or is under common Control with the Client.

"Breach" means any successful, unauthorized access to Protected Information residing in the TimeCom System which materially compromises the confidentiality, integrity, or availability of Protected Information.

"Client Data" means any data, information or material submitted by Client, or stored by Client in the TimeCom System, including without limitation, Client's employees' name, badge number, ID, schedule information, and other time and attendance information, including transactional information, provided by Client or its employees for the TimeCom System and Services. Client grants to ATS a right to use the Client Data for the sole purpose of providing the TimeCom System and Services to Client as contemplated herein.

"Confidential Information" means information that one party (the "Disclosing Party") provides to the other party ("Receiving Party") during the term of the Agreement that is identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a company, whether through ownership of voting securities or by contract or otherwise.

"Documentation" has the meaning set forth in the TimeCom System definition.

"End-to-End Testing" means the process by which a User's punch into the TimeCom System is sent from Equipment and flows through the Software and is received in the Client's Workday instance. End-to-End Testing shall be deemed to be successful upon the Client's acknowledgment that it can see the punch on such User's time card.

"Equipment" has the meaning set forth in the TimeCom System definition.

"Equipment Software" has the meaning set forth in the TimeCom System definition.

"Go-Live Date" means the date in the Sales Order as may be amended pursuant to this Agreement.

"Intellectual Property Rights" means any patents and applications thereto, copyrights, trademarks, service marks, trade names, domain name rights, trade secret rights, and all other intellectual property and proprietary rights.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.

"Modifications" means any work based on or incorporating all or any portion of the TimeCom System, including, without limitation, modifications, enhancements and customizations to the TimeCom System.

"Sales Order" means a document for purchase of access and use of the TimeCom System that is entered into between ATS and Client from time to time. Sales Order(s) are deemed incorporated herein by reference.

"Services" has the meaning set forth in Section 1.1.

"Software" has the meaning set forth in the TimeCom System definition.

"Taxes" has the meaning set forth in Section 3.3.

"Term" has the meaning set forth in Section 4.1.

"Third-Party Software" means online, Web-based applications and offline software products that are developed by third parties, and may interoperate with the TimeCom System, the use of which software is governed by the applicable terms and conditions specified by such third party.

"TimeCom System" means the time data collection system known as the TimeCom System identified on the Sales Order(s). The TimeCom System exchanges Client Data with Client's Enterprise Resource Planning ("**ERP**"), workforce management or other time and attendance system. The TimeCom System consists of the ATS data collection equipment hardware (the "**Equipment**") and related Equipment software (the "**Equipment Software**"); and the ATS hosting services and cloud- based integration middleware (the "**Software**"); and related documentation made available to the Client (the "Documentation").

"User" means an individual employee, contractor or agent of Client authorized by Client to use the applicable TimeCom System for which access has been purchased and who has been given a user identification and password.

EXHIBIT B: EQUIPMENT

1. Client shall not make any alterations or attach any device not provided by ATS to the Equipment, nor shall Client remove the Equipment from the place of original installation without written notice to ATS (e.g., e-mail to Tech Support).
2. At the time of shipment, ATS will invoice Client for the full amount owed for the Equipment.
3. The Equipment is provided to the Client FCA-ATS Facility and risk of loss passes to the Client at shipment.
4. Equipment Warranty: ATS warrants to Client that (a) the Equipment, when and as delivered, will be free from defects in materials and workmanship for a period of twelve (12) months from the date of shipment and (b) the Equipment Software will be fully operable and function in all material respects (collectively, the "Equipment Warranty"). The Equipment Warranty is contingent upon the use of (i) the Equipment in accordance with ATS instructions in the applications for which they were intended and shall not apply to Equipment that is modified, improperly installed or maintained, or subjected to unusual physical or electrical stress, misuse, abuse, unauthorized repair, or combination with components/products not provided by ATS and (ii) Client's use of the Equipment Software in accordance with the terms of the Agreement. Client's sole and exclusive remedies shall be limited to repair or replacement, at ATS's sole option and election. Repairs and replacements required as a result of any of the following shall not be included in the foregoing Equipment Warranty and will be charged at ATS's then current rates: (i) damage, defects, or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical, or electrical stress, or causes other than normal or intended use; (ii) failure of Client to provide and maintain a suitable installation environment; (iii) any alterations made to or any devices not provided by ATS and attached to the Equipment; and (iv) malfunctions resulting from use of badges or supplies not approved by ATS.

Replacement or repair shall not extend the term of this Equipment Warranty. Client may return Equipment only during the term of the Warranty in accordance with the procedures set forth below. Under no circumstances shall ATS have any liability in respect of any Equipment or the Equipment Software, except to the extent set forth in this Exhibit B.

5. Equipment Repairs: Equipment repairs made after the expiration of the Equipment Warranty are warranted for thirty (30) days after the date of shipment. Equipment repairs made during the term of the Equipment Warranty are first covered by the provisions of the Equipment Warranty and then for any days remaining, post-Equipment Warranty expiration, the 30-day period after shipment.
6. During the term of the Equipment Warranty, Client may return Equipment that does not conform with the Equipment Warranty; provided that Client shall first (i) notify ATS of the Equipment non-conformity in a detailed writing; (ii) request and obtain a return material authorization ("RMA") number for the non-conforming Equipment; and (iii) within ten (10) days of receipt of the RMA number, return such Equipment to ATS, freight prepaid, with the RMA number prominently displayed. Client shall bear all shipping costs and risk of loss of Equipment sent to ATS. ATS will bear all shipping costs and risk of loss of Equipment returned to Client. If, upon examination, ATS finds no non-conformity in the returned Equipment, it will return the Product to Client, at Client's expense.

Upon expiration of the Equipment Warranty, any maintenance services provided by ATS at Client's request will be subject to ATS's then current charges for such services. In such event, Client will bear the cost of all shipping costs and the risk of loss for Equipment sent to ATS and for Equipment returned to Client by ATS.

7. Notwithstanding anything to the contrary in the Agreement, ATS's sole commitment to Client for purchased Equipment is the Equipment Warranty as set forth in this Exhibit B. The Equipment

Warranty is exclusive and shall apply in lieu of all other warranties appearing on any Client purchase order or other documentation. Client agrees that ATS's acceptance of Client's order or quotation with respect to Equipment warranty matters is limited to and governed exclusively by the Equipment Warranty. Neither ATS's commencement of performance nor shipment of Equipment shall be deemed to constitute acceptance of any additional or different warranty proposed by Client. ATS's failure to object to provisions contained in any purchase order or other document of Client shall not be construed as a waiver by ATS of the Equipment Warranty or an acceptance of any warranty terms and conditions of Client, which are hereby rejected by ATS.

8. In order to keep the purchased Equipment current, ATS may from time to time perform maintenance fixes and other upgrades to the Equipment Software received by Client at no charge to Client.