

AcroTime Workforce Management
Time & Labor | Human Resources | Payroll
Service Terms and Conditions

Terms of Agreement

Acroprint Time Recorder Company (referred as “Acroprint”) grants you access to use its web hosted time and attendance solution AcroTime (referred as “Service”), subject to your agreement to all of the terms and conditions of AcroTime Subscription Use and Service Agreement (referred as “Agreement”).

License grant

Acroprint hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by Acroprint and its licensors.

As part of the Service, Acroprint will provide you with use of the AcroTime software, including a browser interface and data encryption, transmission, access and storage. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the www.AcroTime.com website incorporated by reference herein, including but not limited to Acroprint’s privacy and security policies. By using this service, you agree to the terms and conditions, herein.

Unauthorized use, assignability and ownership

Except as specifically provided herein, you are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing or using any products, services or materials retrieved from Acroprint. You may not publish, broadcast, sell or otherwise redistribute these products, services or materials for commercial purposes. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or any way, exploit, in whole or in part, any of the products, services or materials, except for modifications to the particular website you subscribe to in order to suit your purposes.

All rights, title and interest (including all copyrights and other intellectual property rights) in the products, materials and services provided (in print or machine-readable forms) belong to Acroprint. You acquire no proprietary interest in the products, services, materials, or copies thereof.

Account Information and Data

Acroprint does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data"). You, not Acroprint, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Acroprint shall not be responsible or liable for the deletion or correction of any Customer Data. Acroprint reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and Acroprint shall have no obligation to maintain or forward any Customer Data.

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Charges and Payment of Fees

Subscriptions to the Service are per active employee (herein “Active Employee”) per month usage basis. For the purpose of this agreement, an employee shall be deemed as “Active Employee” during any applicable billing period if: (i) time has been entered for such employee within the licensed software, (ii) records have been included for such an employee for the purpose of processing payroll software by the licensed software, (iii) records have been included for such an employee within an export/import by the licensed software, (iv) such an employee has accessed the licensed software, regardless of the purpose (i.e. running reports, approving timesheets, updating records, accessing third party services, etc.), (v) the account status in the employee setup screen is “Active”.

Subscription Fee Schedule

Payments must be made monthly unless mutually agreed otherwise. All payment obligations are non-cancelable and all amounts paid are nonrefundable. You must provide Acroprint with valid credit card or approved purchase order information as a condition to signing up for the Service.

Setup / System Configuration Charge

Charge includes setup of organization, pay rules and initial training. Software support is provided as part of the standard monthly subscription.

Monthly Fee per Active Employee

Charge includes unlimited use of the software 24/7/365 and phone/email support during normal business hours. Inactive employees’ data is maintained in the system at no additional charge for accurate historical reporting. Pricing for monthly subscription is calculated in accordance to your purchase order.

An authorized Administrator may add employees to your account. Added employees will be subject to the following: (i) added employees may change your fee schedule (either Initial Term or renewal term); (ii) the monthly fees for the added employees will be the then current, generally applicable rates; and (iii) employees added in the middle of a billing month will be charged in full for that billing month. Acroprint reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail. All pricing terms are confidential, and you agree not to disclose them to any third party.

Yearly agreement

Prepaid annual subscriptions terminate one year from the date of the Effective Date. You will receive a renewal notice prior to the end of your annual subscription period.

Billing and Renewal

Acroprint will automatically renew and bill your credit card or issue an invoice to you each month on the last business day of the month, and on the subsequent anniversary or as otherwise mutually agreed upon. Fees for other services and/or items will be charged on an as-quoted basis. Acroprint’s fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and

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you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Acroprint's income.

You agree to provide Acroprint with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and System Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, Acroprint reserves the right to terminate your access to the Service in addition to any other legal remedies.

Unless Acroprint in its discretion determines otherwise: (i) entities with headquarters and a majority of employees resident in the United States will be billed in U.S. dollars and subject to U.S. payment terms and pricing schemes. If you believe your bill is incorrect, you must contact us in writing within 30 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

Restrictions

You may not access the Service if you are a direct competitor of Acroprint, except with Acroprint's prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

Acroprint and its suppliers do not authorize the use of the Service for any purpose other than your company's use, and prohibit to the maximum extent allowable the resale, redistribution, and reverse engineering of the software that you've been granted access to.

Termination / Cancellation of Service

You may terminate a monthly subscription to AcroTime by providing notice to Acroprint in writing or by e-mail. Notice of the intent to terminate must be received at least 10 business days before the last business day of the month of termination. Notice of the intent to terminate received after the aforementioned period will be processed for termination the following month, with actual termination effective the second month following. Set-up fees and yearly subscriptions are not refundable in whole or in part unless technical difficulties arise to the extent that service cannot be established. It is solely the responsibility of the user to inform Acroprint of any and all discontinuation of services and/or the billing of services, including but not limited to, service charges and technical support fees.

If the credit card on which you have requested billing expires, exceeds your maximum limit of credit, or is rejected by the card issuer for any reason, Acroprint will notify you by e-mail, paper invoice or telephone and will attempt to process the transaction within a reasonable period of time. If the charge is rejected by the card issuer again, you will receive notice. You may provide information and authorization to charge another credit card, or speak to customer support about an alternative method of payment.

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Except as otherwise provided herein, all notices and communications hereunder shall be in writing or displayed electronically. Notices shall be deemed to have been properly given on the date deposited in the U.S. mail, if mailed; or on the date first made available, if displayed electronically.

Notices to Acroprint must be sent to:

Acroprint Time Recorder Co.
Attn: AcroTime Customer Support
5640 Departure Drive
Raleigh, NC, 27616
Telephone: (919) 872-5800
Facsimile: (919) 872-2336
Or by e-mail to: support@acrotime.com

Non-payment and Suspension

In addition to any other rights granted to the Service herein, Acroprint reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for the active employees during any period of suspension. If you or Acroprint initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that Acroprint may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

Acroprint reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that Acroprint has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

Termination upon Expiration

This Agreement commences on the Effective Date. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term (or one year, if the Initial Term is greater than one year) at Acroprint's then current fees. Either party may terminate this Agreement effective only upon the expiration of the then current Service Term, by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following term. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. You agree and acknowledge that Acroprint has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

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Termination for Cause

Any breach of your payment obligations or unauthorized use of the AcroTime Technology or Service will be deemed a material breach of this Agreement. Acroprint, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition, Acroprint may terminate a free account at any time in its sole discretion. You agree and acknowledge that Acroprint has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

Representations and Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Acroprint represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online AcroTime documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

Internet delays

The Service may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. Acroprint is not responsible for any delays, delivery failures or other losses resulting from such problems.

Limited warranty

The products, services and materials provided by Acroprint are provided "as is" and without warranties of any kind, either express or implied. Acroprint disclaims all warranties, including but not limited to, implied warranties of merchantability and fitness for a particular purpose.

Limitation of liability

In no event shall Acroprint be liable for any costs or direct, indirect, special, incidental or consequential damages arising out of or in connection with the use of, or the inability to use the materials and services. In no event shall Acroprint's total liability to you for all damages, losses, and causes of action (whether in contract, tort (including negligence) or otherwise) exceed the amount paid by you for subscription.

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Terms of Use Modifications

Acroprint may revise these terms of use for its services at any time without notice. By receiving this document, you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

Miscellaneous

The failure of Acroprint to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or the right to enforce it at a later time. The subscribing organization or individual may not assign its rights or delegate its duties under this agreement to access the materials and services without the prior written consent of Acroprint. This agreement shall be governed by the laws of the State of North Carolina. In the event that an action at law or in equity should arise, you hereby consent and agree that such action may be filed only in the state and federal courts located in the Wake County, in the State of North Carolina, and you hereby consent to personal jurisdiction of such courts for the purposes of adjudicating any such action. If any provision (or portion thereof) of these terms and conditions shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provision shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this agreement (including, without limitation, each portion of these terms and conditions containing any provision held to be invalid, void, or otherwise unenforceable that is not itself invalid, void, or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, void, or unenforceable. The foregoing terms shall survive any termination of your right to access to the services, products and materials.

Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith:
"Customer Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service; "Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed or the date you begin using the Service; "Initial Term" means the contract term, beginning on the contract start date and ending on the contract end date, specified on the applicable Order Form; "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; "Administrator(s)" means those employees designated by you who are authorized to create employee accounts and otherwise administer your use of the Service; "Term(s)" means the period(s) during which a specified number of Employees are licensed to use the Service pursuant to the Order Form(s); "Order Form(s)" means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of employees and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the

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event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail).

Questions or Additional Information

If you have questions regarding the Terms and Conditions or wish to obtain additional information, please send an e-mail to support@acrotime.com.