



TimeClock Plus®
a better sense of time™

**TIMECLOCK PLUS, LLC
MASTER SERVICE ORDER FORM
MASTER LICENSING AGREEMENT**

CONTRACT START DATE: _____

CLIENT INFORMATION

Bill To: Burnet County	Contract Contact Name: Sara Ann Luther
Billing Address: 220 S Pierce St	Contract Contact Email: sluther@burnetcountytexas.org
Burnet Texas 78611-2200	
Billing Contact Name: Sara Ann Luther	Support Contact Name: Ben Tarbet
Billing Contact Email: sluther@burnetcountytexas.org	Support Contact Email: btarbet@burnetcountytexas.org
Billing Contact Phone: 512-756-5489	Support Contact Phone: 512-715-5286

BILLING TERMS

INITIAL SERVICE TERM	BILLING CYCLE	PAYMENT TERMS	PAYMENT METHOD	START DAY OF WEEK
1 year	Annually	Net 30	Net Terms / PO	Saturday

For Credit Card or Bank Draft Payment complete one of the following:

CARD TYPE		CARD NUMBER		EXPIRATION DATE			
FINANCIAL INSTITUTION		ACCOUNT NUMBER		ROUTING NUMBER		CITY & STATE	

☐ **Credit Card and Bank Draft Billing Terms:**

Client hereby authorize TimeClock Plus, LLC ("TCP") to draft from the indicated account or charge the indicated credit card for TimeClock Plus Services and other applicable fees. Client agrees that this is one-time or, as applicable, a recurring charge that will be made according to the billing cycle selected, and that to terminate any recurring billing process Client must either cancel this Agreement under the terms outlined herein, or arrange for an alternative method of payment prior to the next billing cycle.

Client understands that cancellations must be made in writing as outlined in the TimeClock Plus Licensing Agreement. Client further understands that Services rendered are not refundable.

If utilizing recurring bank draft, Client acknowledges that the origination of ACH transactions from Client's account must comply with the provisions of U.S. law. This authority will remain in effect until Client has cancelled it in writing.

Recurring payments will be initiated by TCP within 3 business days from the invoice date stated on your monthly invoice. If a charge is rejected for any reason, TCP will initiate another charge in the same amount, on the invoice due date. If the second draft is rejected and no other provision is made for payment on or before the invoice due date, your payment will be considered delinquent.

☒ **Net Payment Terms:**

The balance of outstanding invoices shall be due and payable in accordance with the payment terms selected in the Billing section of this Agreement. Client agree to pay TCP for products and services at our offices at 1 Time Clock Drive, San Angelo, TX 76904.

TimeClock Plus, LLC ("TCP")

1 TimeClock Drive
San Angelo, TX 76904

SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term. TCP shall make Services available to Client 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. Client will be responsible for all equipment and software required for Client to access the Internet including, without limitation, a web browser compatible with the Services. Client 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 Client's Employees and Users. Client acknowledges that TCP is not responsible for any use or misuse of the Services by Client or its employees or contractors or for ensuring Client's adherence to applicable laws. Client 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: <https://www.timeclockplus.com/terms/on-demand> and <https://www.timeclockplus.com/terms/dpa>.

Client shall pay all fees or charges in accordance with those outlined on the Invoice placed at the time of purchase. Payments will be made in advance of the Service being provided and may be made annually, quarterly or monthly, or as otherwise mutually agreed on this Master Service Order Form. Charges will be equal to the number of total employees multiplied by the applicable Monthly Employee Fee as defined in the 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. Client may add additional Employees as desired each month by paying the Monthly Employee Fees, prorated through the end of the Term, for those added.

The Term of this Agreement will commence the day the web site interface for the Services is made accessible to you 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. Pricing of subsequent Terms may be subject to the renewal pricing set forth in the notes section of the TCP Invoice. Client hereby acknowledges that special pricing offered for initial Terms may not be valid at the time of renewal.

By signing this Master Service Order Form 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 TimeClock Plus Services, including any recurring payment information, and (d) you have read, understand and agree to the terms and conditions of this Agreement and TCP's Global Data Privacy Policy found at: www.timeclockplus.com/privacy.

Accepted by:

Client

TimeClock Plus, LLC

By:



By:

Name:

Name:

Title:

Title:

THIS TIMECLOCK PLUS ONDEMAND LICENSE AGREEMENT (the "Agreement") is entered into as of the Effective date, by and between TimeClock Plus, LLC, a Delaware limited liability company with its principal office located at 1 Time Clock Drive, San Angelo, TX 76904 ("TCP"), and your company ("Client").

WHEREAS, TCP and Client ("the Parties") desire to enter into this Agreement for the provision of hosted services by TCP to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants and promises, representations and agreements set forth herein, the parties agree as follows:

1. Definitions.

1. "Active Employee" means an Employee that has not been marked as either terminated or suspended within the TCP Services for whom Client is required to pay a fee under this Agreement.
2. "Affiliate" means any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by or under common control with a Party.
3. "Biometric Data" means any information based on an individual's retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry which is used to identify an individual, regardless of how it is captured, converted, stored or shared.
4. "Client Data" means all of Client's data processed or stored by or transmitted to TCP in connection with the TCP Services, including, without limitation, all Personal Data contained therein.
5. "Designated User" means an individual Employee who is authorized by Client to use the TCP Services on behalf of the Client, and whose Personal Data may be processed or stored by or transmitted to TCP in connection with the TCP Services.
6. "Employee" means Client's individual employee, worker, consultant, substitute or contractor.
7. "Global Data Privacy Policy" means TCP's Global Data Privacy Policy located at <https://www.timeclockplus.com/privacy>, as updated from time to time.
8. "Hardware Support and Maintenance Agreement" means any agreement that extends services to current TimeClock Plus terminals, clocks, and biometric devices, and maintenance releases for related products purchased or licensed by the Client from TCP or a registered reseller.
9. "Initial Term" has the meaning set forth in Section 10.
10. "Monthly Employee Fee" means TCP's then current fees applicable for each of Client's Employees based on the aggregated Permissions, to access and use the TCP Services measured over the course of each calendar month, as outlined on an invoice or Order Form. This fee may be prorated during the first month of the Initial Term, and may be prorated for the last month of the Initial Term.
11. "Order Form" means a written document mutually agreed upon and executed by the Parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.
12. "Permissions" means the permission(s) granted to Client's Employees to access features within TCP Services, as outlined on an invoice or Order Form. Permissions are applied within the TCP Services by Client's Designated Users.
13. "Personal Data" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Employee or Designated User.
14. "Subprocessor" means any third party entity that processes Personal Data on behalf of TCP and to which TCP discloses Personal Data for a business purpose pursuant to a written contract, provided that the contract prohibits such entity from retaining, using, or

Services; (vi) modify, remove, or obscure any copyright, trademark, patent or other notices or legends that appear on the TCP Services or during the use and operation thereof; (vii) publicly disseminate performance information or analysis (including benchmarks) relating to the TCP Services; (viii) use the TCP Services to develop a competitive product offering; or (ix) use the TCP Services in a manner which violates or infringes any laws, rules, regulations, third party intellectual property rights, or third party privacy rights. Client may not use any automated means, including agents, robots, scripts, or spiders, to access or manage the TCP Services, except solely to the extent as may be specifically enabled and authorized by TCP in writing. TCP may take any legal and technical measures to prevent the violation of this provision and to enforce this Agreement.

3. Third Party Services.

1. Client may require the TCP Services to interoperate with platforms or other online services operated by third parties ("Third-Party Platforms") pursuant to an agreement between TCP and the operators of such Third-Party Platforms, an agreement between Client and the operators of such Third-Party Platforms, or through application programming interfaces ("APIs") or other means of interoperability which are generally made available by such operators.
2. Client hereby grants TCP the limited right to access such Third-Party Platforms with Client's credentials and on behalf of the Client in connection with the performance of the TCP Services. Client acknowledges and agrees that TCP's agreements with the operators of such Third-Party Platforms and the terms governing the use of APIs may be modified, suspended or terminated at any time, and TCP shall have no liability with respect to any such modification, suspension or termination. Client is responsible for ensuring that its use of the TCP Services in connection with any Third-Party Platform, and TCP's access to such Third-Party Platforms on Client's behalf, complies with all agreements and terms applicable to such Third-Party Platform.

4. Client Data.

1. General. Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, display, modify and create derivative works of Client Data for the express purpose of providing the TCP Services. Client acknowledges and agrees that it will determine the means and purposes of processing Client Data, and that TCP acts solely as a service provider that processes Client Data on behalf of and at the direction of Client for the sole purpose of performing the TCP Services under this Agreement. Client is responsible for ensuring that all Designated Users who provide instructions to TCP on Client's behalf are authorized to do so. Client shall have sole responsibility for the accuracy, quality, content, legality and use of Client Data and the means by which any Personal Data is obtained from Designated Users and Employees and transferred to TCP, and Client is solely responsible for any transfer of Personal Data to any third party data controller or data processor (e.g., human resources or payroll application), and TCP shall have no liability in connection therewith. Client agrees to implement data protection-related procedures that will not be less protective than those imposed on TCP by this Agreement and the Global Data Privacy Policy.
2. Restrictions on TCP's Processing of Client Data. TCP is expressly prohibited from processing any Client Data for any purpose other than for the specific purpose of performing the TCP Services, unless requested by Client or required by applicable law. TCP is expressly prohibited from selling Personal Data under any circumstances and for any purpose. No other collection, use, disclosure or transfer (except to Subprocessors in accordance with Section 2.4.3) of Client

1. Biometric Data. To the extent that Client collects, captures, stores, or otherwise uses Biometric Data relating to an individual, Client must (i) first inform the individual from whom Biometric Data will be collected, in writing and prior to collecting his or her Biometric Data, that Biometric Data is being collected, stored, and/or used; (ii) indicate, in writing, the specific purpose(s) (which may not be other than employment-related purposes) and length of time for which Biometric Data is being collected, stored, and/or used; and (iii) receive a written release from the individual (or his or her legally authorized representative) authorizing the Client, TCP, TCP's third-party service providers (who are subject to restrictions no less restrictive than those imposed on TCP herein) to collect, store, and/or use the Biometric Data and authorizing the Client to disclose such Biometric Data to TCP and TCP's third-party service providers.
2. Requests. Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall safeguard the rights of such data subjects and respect the original purpose of such data collection. Client, as the Party which determines the means and purposes for processing Client Data, shall be responsible for receiving, investigating, documenting, and responding to all Designated User and Employee requests for inspection or erasure of Personal Data.
3. Assistance. If Client receives a request from a Designated User or Employee to exercise such individual's rights under applicable data protection laws, and Client requires TCP's assistance to respond to such request in accordance with applicable data protection laws, TCP shall assist the Client by providing any necessary information and documentation that is under TCP's control. TCP shall be given reasonable time to assist the Client with such requests in accordance with applicable law.
4. Privacy Policy. Where required by law, Client agrees to adopt a privacy policy in alignment with this Agreement and all applicable laws governing the collection, use, transfer and retention of Personal Data. Client agrees to provide TCP, upon reasonable request, Client's adopted privacy policy.

5. Confidential Information.

1. Each Party (the "Receiving Party") acknowledges that it will have access to certain confidential information of the other Party (the "Disclosing Party") concerning the Disclosing Party's business, plans, customers, software, technology and products, other information held in confidence by the Disclosing Party, and Personal Data. In addition, a Disclosing Party's confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) the TCP Technology and related algorithms, logic, design, specifications, and coding methodology, and to the extent permitted by law, the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as "Confidential Information").
2. The Receiving Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party's Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information in at least the same manner as is necessary to protect its own Confidential Information and in accordance with applicable data protection laws. To the extent that the Receiving Party is permitted to retransmit any Confidential Information it receives from the Disclosing Party, the mode of retransmission must be at least as secure as the mode by which the Disclosing Party transmitted the Confidential Information to the Receiving Party.
3. Information will not be deemed Confidential Information hereunder if such information:
(i) is known to the Receiving Party prior to receipt from the Disclosing Party, whether

additional Employees or Permissions as desired each month, by paying the Monthly Employee Fees on the next billing cycle. Client agrees to promptly update the status in the TCP Services for any Active Employee who has been terminated or suspended.

4. Employees added at any time during a calendar month will be charged in full for that billing period. Because Client is billed in advance for TCP Services, if Client increases its Active Employee count or increases Permissions during a calendar month, Client will receive an invoice reflecting the increased Active Employee count with overage charges incurred from the previous month and prorated over the number of months remaining in the Term.
5. Hardware Support and Maintenance charges will be equal to the percentage set forth in the applicable Hardware Support and Maintenance Agreement multiplied by the total purchase price of the Supported Hardware.
9. **Taxes.** As applicable, Client shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, whether federal, state or local, however named, arising out of the transactions contemplated by this Agreement, except that Client shall not be liable for taxes based on TCP's aggregate income.
10. **Term; Guaranteed Payment.** This Agreement commences on the Effective Date and, unless terminated earlier in accordance with Section 11, will remain in effect for the initial term of one (1) year(s) ("Initial Term"), and then shall automatically renew for subsequent one (1) year terms thereafter, unless either Party gives written notice of non-renewal at least ninety (90) days prior to the end of the then current term (the Initial Term and subsequent renewal terms being referred to as the "Term"). Any associated Hardware Support and Maintenance Agreement for Supported Hardware which is incorporated with the TCP Services shall also automatically renew for subsequent one (1) year terms thereafter.
11. **Termination for Cause.** A Party may terminate this Agreement for cause if (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or in the case of failure to pay Use Fees, thirty (30) days; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing. Notwithstanding the foregoing, if a material breach by Client, by its nature, cannot be cured, TCP may terminate this Agreement immediately.
12. **Effect of Termination.** Without prejudice to any right or remedy of a Party with respect to the other Party's breach hereunder, upon the effective date of any termination of this Agreement:
 1. TCP's obligation to provide the TCP Services shall immediately terminate;
 2. after such termination and upon Client's reasonable request, no later than thirty (30) days from termination, TCP shall provide Client Data to Client in a SQL database file format; and
 3. within thirty (30) days of such termination, each Party will destroy or return all additional Confidential Information of the other Party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.
13. **Intellectual Property Ownership.** Subject to the limited rights expressly granted hereunder, TCP reserves all right, title and interest in and to the TCP Services and TCP Technology, including all intellectual property rights embodied therein, which shall remain the sole and exclusive property of TCP or its licensors. No rights are granted to Client hereunder other than as expressly set forth herein. This Agreement does not transfer from TCP to Client any ownership interest in the TCP Services or TCP Technology, and does not transfer from Client to TCP any ownership interest in Client Data.

TRADE PRACTICE. TCP DOES NOT WARRANT THAT THE TCP SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING STATED OR IMPLIED BY TCP WHETHER THROUGH THE TCP SERVICES OR OTHERWISE SHOULD BE CONSIDERED LEGAL COUNSEL. TCP HAS NO RESPONSIBILITY TO NOTIFY CLIENT OF ANY CHANGES IN THE LAW THAT MAY AFFECT USE OF THE TCP SERVICES. ANY ORAL STATEMENT OR IMPLICATION BY ANY PERSON CONTRADICTING THE FOREGOING IS UNAUTHORIZED AND SHALL NOT BE BINDING ON TCP. CLIENT ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, CLIENT HAS RELIED UPON CLIENT'S OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE TCP SERVICES AND THAT CLIENT HAS SATISFIED ITSELF AS TO THE SUITABILITY OF SUCH SERVICES TO MEET CLIENT'S BUSINESS AND LEGAL REQUIREMENTS.

19. Indemnification.

1. Client hereby acknowledges and agrees that TCP may not be aware of all rights available to Client's Designated Users or Employees under all data protection regimes. Client shall indemnify, defend and hold harmless TCP, its Affiliates, Subprocessors, officers, managers, directors, employees, agents, advisors and other representatives (the "TCP Indemnitees") from and against any lawsuit, liability, loss, cost or expense (including reasonable attorneys' fees) actually incurred or suffered by TCP Indemnitees of every kind and nature to the extent caused by or resulting from (i) any breach of a representation or warranty made by Client under this Agreement; or (ii) a third-party claim made against a TCP Indemnitee arising from or related to Client's failure to comply with any applicable domestic or foreign data protection laws or regulations. Client shall have the right to control any defense provided pursuant to this Section 19.1, provided, however, that Client shall not, without TCP's prior written consent, (A) enter into any settlement or compromise or consent to the entry of any judgment that does not include the delivery by the claimant or plaintiff to the applicable TCP Indemnitee of a written release from all liability in respect of such third party claim, or (B) enter into any settlement or compromise with respect to any third party claim that may adversely affect the applicable TCP Indemnitee other than as a result of money damages or other monetary payments that are indemnified hereunder.
2. TCP will indemnify, defend and hold harmless Client and its Affiliates (the "Client Indemnitees") from and against any lawsuit, liability, loss, cost or expense actually incurred or suffered by a Client Indemnitee of every kind and nature to the extent caused by or resulting from a third-party claim made against a Client Indemnitee that the TCP Technology infringes on any U.S. intellectual property right of a third party; provided, however, that TCP is notified in writing of such claim promptly after such claim is made upon Client. TCP shall have the right to control any defense provided pursuant to this Section 19.2. In no event shall Client settle any such claim without TCP's prior written approval. If such a claim is made or if the TCP Technology, in TCP's opinion, is likely to become subject to such a claim, TCP may, at its option and expense, either (i) procure the right to continue using the TCP Technology or portion thereof, or (ii) replace or modify the TCP Technology or portion thereof so that it becomes non-infringing. If TCP determines that neither alternative is reasonably practicable, TCP may terminate this Agreement with respect to the portion of the TCP Technology infringing or alleged to infringe. TCP shall have no liability or obligation under this Section 19.2 if the claim arises from (i) any alteration or modification to the TCP Technology other than by TCP, (ii) any combination of the TCP Technology with other programs or data not furnished by TCP, or (iii) any use of the TCP Technology prohibited by this Agreement or otherwise outside the scope of use for which the TCP Technology is intended.

20. Liability Limitation. Except for claims arising out of Section 19.2 (TCP's Intellectual Property Indemnity) and Section 5 (Confidential Information), in no event shall TCP's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or

28. **Class Action Waiver.** THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.
29. **Applicable Law; Jurisdiction; Limitations Period.** This Agreement shall be construed under the laws of the State of Texas, without regard to its principles of conflicts of law. To the extent permitted by law, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has arisen.
30. **Counterparts; Facsimile Signatures.** This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any email transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any email transmission of any signature of a Party shall be deemed an original and shall bind such Party.
31. **Miscellaneous.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the Parties. In the case of any conflict between this Agreement and the Global Data Privacy Policy, the Global Data Privacy Policy shall control. The failure of either Party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such Party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

Agreed by:

Client

By: _____

Name: _____

Dated: _____



TimeClock Plus, LLC.

By: _____

Name: _____

Dated: _____

This Data Processing Addendum (the "DPA") is incorporated into and supplements the terms and conditions of the TimeClock Plus OnDemand License Agreement or the TimeClock Plus Perpetual Terms and Conditions, each available at <https://www.timeclockplus.com/terms>, or other agreement between you ("Client") and TimeClock Plus, LLC ("TCP") governing Client's use of the software products and services provided by TCP to Client from time to time (the "TCP Services") (such agreement between TCP and Client, the "Agreement"). For the avoidance of doubt, all references to the "Agreement" shall include this DPA. TCP and Client may individually be referred to as a "Party", and collectively as the "Parties".

1. Definitions.

1. "Affiliate" means any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by or under common control with a Party.
2. "Biometric Data" means any information based on an individual's retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry which is used to identify an individual, regardless of how it is captured, converted, stored or shared.
3. "Client Data" means all of Client's data processed or stored by or transmitted to TCP in connection with the Agreement, including, without limitation, all Personal Data contained therein.
4. "Designated User" means the individual Employees who are authorized by Client to use the TCP Services on behalf of the Client, and whose Personal Data may be processed or stored by or transmitted to TCP in connection with the Agreement.
5. "Employee" means Client's individual employee, worker, consultant, substitute or contractor.
6. "Global Data Privacy Policy" means TCP's Global Data Privacy Policy located at <https://www.timeclockplus.com/privacy>, as updated from time to time.
7. "Personal Data" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Employee or Designated User.
8. "Subprocessor" means any third party entity that processes Personal Data on behalf of TCP and to which TCP discloses Personal Data for a business purpose pursuant to a written contract, provided that the contract prohibits such entity from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services identified in such contract.

2. Data Processing.

1. TCP shall provide the TCP Services to Client in accordance with, and Client's use of the TCP Services is subject to, the terms and conditions of the Agreement and the Global Data Privacy Policy.
2. Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, display, modify and create derivative works of Client Data for the express purpose of providing the TCP Services. Client acknowledges and agrees that it will determine the means and purposes of processing Client Data, and that TCP acts solely as a service provider that processes Client Data on behalf of and at the direction of Client for the sole purpose of performing the TCP Services under the Agreement. Client is responsible for ensuring that all Designated Users who provide instructions to TCP on Client's behalf are authorized to do so. Client shall have sole responsibility for the accuracy, quality, content, legality and use of Client Data and the means by which any Personal Data is obtained from Designated Users and Employees and transferred to TCP, and Client is solely responsible for any transfer of Personal Data to any third party data controller or data processor (e.g., human resources or payroll application), and TCP shall have no liability in connection therewith. Client agrees to implement data protection-related procedures that will not be less protective than those imposed on TCP by the Agreement and the Global Data Privacy Policy.

3. TCP is expressly prohibited from processing any Client Data for any purpose other than for the specific purpose of performing the TCP Services, unless requested by Client or required by applicable law. TCP is expressly prohibited from selling Personal Data under any circumstances and for any purpose. No other collection, use, disclosure or transfer (except to Subprocessors in accordance with Section 3) of Client Data is permitted without the express prior written instruction of Client. TCP acknowledges and agrees that it understands and will comply with each of the restrictions and obligations set forth in this Section 2.3.

3. Subprocessors.

1. TCP has appointed Subprocessors for the purpose of providing data hosting and security services. Client acknowledges and agrees that Subprocessors may process Client Data in accordance with the terms of the Agreement and the Global Data Privacy Policy. TCP's agreements with its Subprocessors impose data protection-related processing terms on such Subprocessors that are not less protective than the terms imposed on TCP in the Agreement and the Global Data Privacy Policy. The Global Data Privacy Policy contains an overview of the categories of Subprocessors involved in the performance of the relevant TCP Services. The appointment of a Subprocessor to perform part or all of the TCP Services hereunder shall not relieve TCP of any liability under the Agreement.

4. Data Security.

1. Security Standards.

1. TCP shall implement reasonable security procedures consistent with industry standards to protect Client Data from unauthorized access, including without limitation (i) industry-standard encryption of data at rest within TCP's data centers; (ii) web application firewalls; (iii) virus detection and anti-virus software; (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular TCP personnel; and (v) additional security controls consistent with SOC 2 Type II reporting standards.
2. The Parties shall implement administrative, technical and physical security procedures consistent with industry standards and applicable data protection laws to protect Client Data from unauthorized access, including by adopting access policies that prevent the internal sharing or inadvertent communication of login credentials.
3. Client is responsible for reviewing the information made available by TCP relating to data security and making an independent determination as to whether the TCP Services meet Client's requirements and obligations under applicable data protection laws. Client acknowledges that data security measures taken by TCP are subject to technical progress and development and TCP may update or modify such security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the TCP Services.

2. **Security Breach Notifications.** TCP will promptly report to Client any unauthorized access to Client Data within TCP's or its Subprocessors' systems upon discovery and in accordance with applicable data breach notification laws. TCP will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. TCP's notification of or response to any security incident under this Section 4.2 shall not be construed as an acknowledgment by TCP of any fault or liability with respect to such security incident.

3. **Data Backup and Retention.** TCP shall undertake commercially reasonable efforts to backup Client Data with a restore point objective of twenty-four (24) hours. Client Data shall be backed up and retained in accordance with TCP's retention policy as set forth in the Global Data Privacy Policy.

5. **Data Privacy.** TCP will process Client Data in accordance with the terms of the Agreement, the Global Data Privacy Policy and all applicable data protection laws. Client must maintain its own data collection, disclosure, retention, and storage policies in compliance with applicable law.
1. Biometric Data. To the extent that Client collects, captures, stores, or otherwise uses Biometric Data relating to an individual, Client must (i) first inform the individual from whom Biometric Data will be collected, in writing and prior to collecting his or her Biometric Data, that Biometric Data is being collected, stored, and/or used; (ii) indicate, in writing, the specific purpose(s) (which may not be other than employment-related purposes) and length of time for which Biometric Data is being collected, stored, and/or used; and (iii) receive a written release from the individual (or his or her legally authorized representative) authorizing the Client, TCP, and TCP's third-party service providers (who are subject to restrictions no less restrictive than those imposed on TCP herein) to collect, store, and/or use the Biometric Data and authorizing the Client to disclose such Biometric Data to TCP and TCP's third-party service providers.
 2. Requests. Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall safeguard the rights of such data subjects and respect the original purpose of such data collection. Client, as the Party who determines the means and purposes for processing Client Data, shall be responsible for receiving, investigating, documenting, and responding to all Designated User and Employee requests for inspection or erasure of Personal Data.
 3. Assistance. If Client receives a request from a Designated User or Employee to exercise such individual's rights under applicable data protection laws, and Client requires TCP's assistance to respond to such request in accordance with applicable data protection laws, TCP shall assist the Client by providing any necessary information and documentation that is under TCP's control. TCP shall be given reasonable time to assist the Client with such requests in accordance with applicable law.
 4. Privacy Policy. Where required by law, Client agrees to adopt a privacy policy in alignment with the Agreement and all applicable laws governing the collection, use, transfer and retention of Personal Data. Client agrees to provide TCP, upon reasonable request, Client's adopted privacy policy.
6. **Access to Third Party Platforms.**
1. Client may require the TCP Services to interoperate with platforms or other online services operated by third parties ("Third-Party Platforms") pursuant to an agreement between TCP and the operators of such Third-Party Platforms, an agreement between Client and the operators of such Third-Party Platforms, or through application programming interfaces ("APIs") or other means of interoperability which are generally made available by such operators.
 2. Client hereby grants TCP the limited right to access such Third-Party Platforms with Client's credentials and on behalf of the Client in connection with the performance of the TCP Services. Client acknowledges and agrees that TCP's agreements with the operators of such Third-Party Platforms and the terms governing the use of APIs may be modified, suspended or terminated at any time, and TCP shall have no liability with respect to any such modification, suspension or termination. Client is responsible for ensuring that its use of the TCP Services in connection with any Third-Party Platform, and TCP's access to such Third-Party Platforms on Client's behalf, complies with all agreements and terms applicable to such Third-Party Platform.
7. **Confidentiality.** TCP will not access or use, or disclose to any third party (except to Subprocessors in accordance with Section 3), Client Data, except, in each case, as necessary to maintain or provide the TCP Services, or as necessary to comply with applicable law or a subpoena or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee (a "Governmental Entity"). If TCP is requested to

disclose all or any part of any Client Data under a subpoena or inquiry issued by a Governmental Entity, TCP shall (i) immediately notify Client of the existence, terms and circumstances surrounding such request; (ii) consult with Client on the advisability of taking legally available steps to resist or narrow such request and cooperate with Client on any such steps it considers advisable; and (iii) if disclosure of the Client Data is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reasonably acceptable assurance that the Client Data or part thereof required to be disclosed shall retain its confidentiality and remain otherwise subject to the Agreement.

8. **Term; Termination.** This DPA shall continue in force until the termination of the Agreement. Upon any termination or expiration of the Agreement, TCP will permanently delete any and all copies of Client Data created, processed and/or stored pursuant to this Agreement, subject to the terms of the Agreement.
9. **Client Representations and Warranties.**
 1. Client represents and warrants that the performance of Client's obligations and use of the TCP Services by Client, its Designated Users and Employees will not violate any applicable laws, including all applicable domestic and international data protection laws, or cause a breach of duty to any third party, including Employees.
 2. Client represents and warrants that all Personal Data included in the Client Data has been collected from all Employees and Designated Users and will be transferred to TCP in accordance with all applicable data protection laws, including, but not limited to, the EU General Data Protection Regulation 2016/679 and the Illinois Biometric Information Privacy Act, to the extent applicable. Client acknowledges and agrees that (i) TCP is a service provider and processes Client Data solely on behalf of and at the direction of Client, and exercises no control whatsoever over the content of the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP, and (ii) it is the sole responsibility of Client to ensure that the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.
 3. In the event of any breach of any of the foregoing representations or warranties in this Section 9, in addition to any other remedies available at law or in equity, TCP will have the right to suspend immediately any TCP Services if deemed reasonably necessary by TCP to prevent any harm to TCP and its business. TCP will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, TCP will promptly restore the TCP Services.
10. **TCP Representations and Warranties.** TCP represents and warrants that the performance of its obligations and delivery of the TCP Services to Client will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between TCP and any third parties.
11. **Mutual Representations and Warranties.** Each Party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with all applicable data protection laws.
12. **Indemnification.** Client hereby acknowledges and agrees that TCP may not be aware of all rights available to Client's Designated Users or Employees under all data protection regimes. Client shall indemnify, defend and hold harmless TCP, its Affiliates, Subprocessors, officers, managers, directors, employees, agents, advisors and other representatives (the "TCP Indemnitees") from and against any lawsuit, liability, loss, cost or expense (including reasonable attorneys' fees) actually incurred or suffered by TCP Indemnitees of every kind and nature to the extent caused by or resulting from (i) any breach of a representation or warranty made by Client under this Agreement; or (ii) a third-party claim made against a TCP

Indemnatee arising from or related to Client's failure to comply with any applicable domestic or foreign data protection laws or regulations. Client shall have the right to control any defense provided pursuant to this Section 12, provided, however, that Client shall not, without TCP's prior written consent, (A) enter into any settlement or compromise or consent to the entry of any judgment that does not include the delivery by the claimant or plaintiff to the applicable TCP Indemnatee of a written release from all liability in respect of such third-party claim, or (B) enter into any settlement or compromise with respect to any third-party claim that may adversely affect the applicable TCP Indemnatee other than as a result of money damages or other monetary payments that are indemnified hereunder.

13. **Limitation of Liability.** Except for claims arising out of Section 7 (Confidentiality), in no event shall TCP's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum of amounts paid by Client to TCP during the six (6) months immediately prior to the date of the claim.
14. **Entire Agreement; Conflict.** Except as amended by this DPA, the Agreement will remain in full force and effect. If there is a conflict between this DPA and any other agreement between the Parties (including the Agreement, but excluding the Global Data Privacy Policy), the terms of this DPA will control. If there is a conflict between the Global Data Privacy Policy and any other agreement between the Parties (including this DPA and the Agreement), the Global Data Privacy Policy will control.

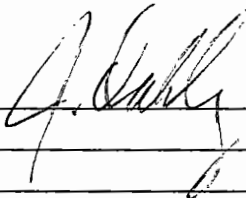
Agreed by:

Client

By: _____

Name: _____

Dated: _____



TimeClock Plus, LLC.

By: _____

Name: _____

Dated: _____

TimeClock Plus, LLC
 1 Time Clock Drive, San Angelo, TX 76904
 325 223-9500 800 749-8463
 sales@timeclockplus.com

Quote	Customer	Quote Date	Tax Exempt Number
493032	124273	04/21/2020	ON FILE

CUSTOMER

Burnet County
 Sara Luther (512) 756-5489
 220 S Pierce St
 Burnet, TX 78611-2200

Rep	Entry	Method of Shipment	Method of Payment
TNEALE	DCROSS	N/A	Visa

Stock No.	Ordered	Description	Unit Cost	Total
Annual Employee Licensing: (\$5,310.00)				
1025-12311	295	TimeClock Plus Professional Annual Clockable Employee License	36.00	10,620.00
		└ First Year Discount	(18.00)	(5,310.00)
One Time Cost: (\$199.00)				
1025-1131	1	TimeClock Plus V7 OnDemand Professional Conversion	249.00	249.00
		└ Conversion Campaign Discount	(50.00)	(50.00)
800-814	2	Dedicated Support Services (Per hour)	225.00	450.00
		└ Conversion Campaign Discount	(225.00)	(450.00)
1030-667	1	Incode (Export Module)	0.00	0.00
1030-653	1	Quad Weekly Overtime Module (28 day base)	0.00	0.00
Year 2 - \$24 per employee license				
Year 3 - \$36 per employee license				

Valid for 30 days. Expires 05/21/2020.



Product Total: 11,319.00
 Discount: (5,810.00)
 Subtotal: 5,509.00
 S & H: 0.00
 Total: 5,509.00