



SOFTWARE SUPPORT AGREEMENT

TIMETRAK® SYSTEMS, INC. (here after referred to as TimeTrak), located at 933 Pine Grove Ave., Port Huron, MI 48060, agrees to provide necessary support assistance for the company listed on the invoice provided with this support agreement (here after referred to as User); under the terms and conditions of this Agreement, for the TimeTrak software and charges for the date range listed on attached invoice.

1. ELIGIBILITY

Customers purchasing new systems are eligible to purchase software support for up to 90 days after delivery of software. Payment for renewing the Annual Software Support Agreement must be received by the first day of the new support period. Failure to send in a timely payment, lapses the support agreement. TimeTrak may at its discretion offer customers who have permitted their software support coverage to lapse, the option to re-establish software support coverage by paying an amount equal to two years support coverage; a one year penalty and one year in advance. Customers with an annual support contract are considered to have prepaid for support coverage and are given priority over customers without an annual support contract. Customers without an annual support contract, if offered, must pay a per incident charge, based on the issue, with a minimum charge of \$200.

2. TERMS OF AGREEMENT

This Agreement shall begin on the Effective Date shown and will continue for the period indicated and on a year-to-year basis thereafter, or until one of the parties shall give the other sixty (60) days written notice of its Intention to modify or terminate this Agreement either at the end of the initial term or at the end of any year thereafter. Prices are subject to change without notice. In the event of default, this Agreement may be terminated by the non-defaulting party immediately after 30 days written notice of default and failure of the defaulting party to cure the default within the 30 days.

3. TIMETRAK® SYSTEMS' RESPONSIBILITIES

For the Annual Charges set forth in this Agreement, TimeTrak will provide the following services:

- A. Phone support during normal working hours, to provide the User with assistance with operational questions concerning the TimeTrak Software Packages. Normal working hours shall refer to 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, excluding holidays.
- B. Program updates shall be available to the User at no additional charge. Such changes shall be those determined by TimeTrak as needed to correct programming, all of which will be to TimeTrak specifications.

4. LIMITATIONS

The following services are not included in the Annual Charge set forth in this Agreement, and if performed by TimeTrak, will be charged at the usual rates for such services.

- A. Software packages not specified herein are not covered under this Agreement.
- B. This limitation also applies to new Software packages under present development or such packages may be available in the future.

5. PRICE AND PAYMENT

User agrees to pay the Charges specified herein in advance as invoiced by TimeTrak.

6. TAXES

All charges are exclusive of federal, state, municipal or other governmental excise, sales, use, occupation or similar taxes, and are therefore subject to increases equal in amount to any tax TimeTrak may be required to collect or pay in connection with the service performed hereunder.

7. LIMITATIONS OF LIABILITY

- A. In no event (whether in contract, tort, strict liability or otherwise) will TimeTrak be liable for special, incidental, or consequential damages; including, but not limited to, loss of use of any property, loss of profit or revenue, business interruption, or loss of stored data, or claims of the User's customer for such damages.
- B. TimeTrak's liability on any claim of any kind (whether in contract, tort, negligence, strict liability or otherwise) for any loss or damage arising out of, or connected with, or resulting from this Agreement or from the performance or breach thereof, or from all services covered by or furnished under this Agreement, shall in no case exceed an amount equal-to the Annual Charge.



- C. TimeTrak does not assume, and shall have no liability under the terms of this Agreement, for failure to provide, or for delay in providing, maintenance service due directly or indirectly to causes beyond the control of and without fault of TimeTrak.

8. NONPUBLICITY

Neither party shall refer to this Agreement in advertising or similar publicity without the express written consent of the other party.

9. ADDITIONAL SERVICES AVAILABLE FOR PURCHASE

TimeTrak agrees to offer customers under contract these additional services:

- Emergency System restoration after a PC or Server Crash
- Assistance with moving TimeTrak Software from its initial installation PC or Server to a new PC or Server. Customer should call and schedule any TimeTrak Software move to assure support resources are available to assist. Customers taking it upon themselves to move TimeTrak software without having scheduled the move may find a delay in the availability of resources to assist them.
- Trouble shooting assistance in relation to customers' Network Infrastructure and Configuration, PCs, Servers, Operating Systems, and other resources necessary for the TimeTrak Software to function properly.

10. COMPLETE AGREEMENT

This Agreement contains the complete agreement between the parties and no modification, amendment, rescission, waiver or other change will be binding on either party, unless assented to in writing by the party's authorized representatives. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on TimeTrak. No provisions of any customer purchase order or similar document issued by TimeTrak which are in conflict with this Agreement shall change the provisions of this Agreement or TimeTrak's obligations. In the event that the User issues a purchase order or similar document, the Terms and Conditions in such document are superseded by Terms and Conditions set forth herein.

Software Support provided by:

Support Provided to:

TimeTrak Systems Incorporated
933 Pine Grove Ave.
Port Huron, MI 48060
810-984-1313 (ext. 2 for support)
support@timetrak.com

Customer Named on Invoice