

**EXHIBIT “ \_\_\_\_\_ ”**  
**TIME & ATTENDANCE AGREEMENT**

**THIS TIME & ATTENDANCE AGREEMENT** (this “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between FRANKCRUM \_\_\_\_\_, INC., a Florida corporation (“FrankCrum,” “FC,” “we,” “us,” or “our”), and \_\_\_\_\_ (“Client”), (collectively, the “Parties”). This Agreement is between the named parties hereto and is not intended to, nor does it, legally bind any other FC entity or affiliated company.

**WHEREAS**, Client wishes to utilize FC’s Time & Attendance Software & Services in conjunction with FC’s employee leasing services under the Client Service Agreement entered into by the Parties on or about \_\_\_\_\_, 20\_\_\_\_ and this Agreement shall become an Exhibit thereto. To that end, the Client expressly acknowledges and agrees:

1. To operate the Software and use the Service for its own internal business purposes only and acknowledges its license to use the Software and the Service is based upon authorized usage. Client shall not permit use of the Software or Service by any third party and has no rights to further sublicense. Client shall take reasonable steps to ensure that no unauthorized persons have access to the Service and ensure that no persons authorized to have such access take any adverse action in violation of this Agreement.

2. Client shall not (i) decompile, disassemble or reverse engineer the Software, (ii) use, or allow the use of, the Service in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (iii) introduce into the Service any virus or other code or routine intended to disrupt or damage the Service, or alter, damage, delete, retrieve, or record information about the Service or its users; (iv) excessively overload the systems used to provide the Service; (v) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan (including without limitation the use any tool designed to automatically emulate the actions of a human user in connection with such testing); or (vi) otherwise act in a fraudulent, malicious or negligent manner when using the Service;

3. Client is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Service. Use of the Service does not release Client of any professional obligation concerning the preparation and review of such reports and documents. Client shall not rely upon the Service provider nor its third party licensor(s) for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents. Client will review any calculations made by using such Service to satisfy itself that those calculations are correct. Client is responsible for ensuring that Client complies with the applicable requirements of federal and state law.

4. Client will pay all amounts due when assessed by FC as agreed on the Time & Attendance Quote attached hereto as Schedule 1.

5. Client will not remove the Equipment from the place of original installation without FC’s prior written consent nor sell or encumber the Equipment. If Client leases the Equipment and fails to return the Equipment within thirty (30) days after termination of this Agreement, Client agrees to remit to FC, without offset, the then-current list price of the Equipment as invoiced by FC.

6. The Term of this Agreement shall be two (2) years from the date of this Agreement. If Client terminates the Client Service Agreement or this Agreement prior to the end of the Term, Client agrees to remit the full balance due upon early termination and return the equipment in good condition within thirty (30) days. FC may discount the full balance due upon early termination at its sole discretion.

7. THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. CLIENT IS UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. CLIENT IS NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN FLORIDA. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVER TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

8. Client has the right to publish and disclose data and other content Client includes in the Service, and that the Content will not (i) infringe or violate any third-party right, including (but not limited to) intellectual property, privacy, or publicity rights; (ii) be abusive, profane, or offensive to a reasonable person; or (iii) be hateful or threatening. Client agrees to comply with the minimum security requirements for using the Service. Client grants FC permission to combine Client’s anonymized business data in order to evaluate and improve the services offered to clients.

9. This Agreement inures to the benefit of the licensors of software and other applications, and that such licensors may directly enforce the terms of this Agreement in order to protect their interests in the Software and the Service.

10.No person, nor entity not a party to this Agreement, will be a third party beneficiary of any provision of this Agreement and, by way of further clarification, none of its employees or other personnel is an intended beneficiary with respect to the payroll or other services provided in connection with the Service or Software; and

11.The use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CLIENT ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CLIENT INTENDS TO BE

BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CLIENT ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

12. Client acknowledges and agrees that it is solely responsible for compliance with all laws applicable to its business and is advised to consult with its internal or external legal advisors to determine if or how these laws apply to Client's use of this equipment, including biometric timeclocks, in Client's interactions with its employees. Client is on notice that it may have disclosure and consent requirements relating to one or more biometric privacy laws. FC maintains its own internal policies to maintain compliance with biometric privacy laws, to the extent that they may potentially apply to biometric data collected by FC's Clients and transmitted to FC.

**Equipment Leasing Agreement**

1. Client desires for FC to provide Client the equipment and/or software referenced herein ("Equipment") and you Client unconditionally agrees to pay FC the amounts payable under the terms of this Agreement each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to Client or any later date FC designates. If FC designates a later commencement date, Client agrees to pay FC an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to Client and the commencement date. FC may charge Client a one-time origination fee of Fifty dollars (\$50.00). If any amount payable to FC is past due, Client will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26); or 2) the highest lawful charge, if less.

2. All equipment is leased in good condition and is to be returned in the same condition. Client shall, at their own cost and expense; protect, keep, and maintain leased equipment, which is in their custody in a good state of operating condition. Client will be responsible for any damage to or loss of the Equipment. No such loss or damage will relieve Client from Client's payment obligations hereunder. Except for claims, losses, or damages caused by FC's gross negligence or willful misconduct, Client agrees to indemnify FC against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will FC be liable for any consequential or indirect damages. All indemnities shall survive the expiration or termination of this Agreement. If the Equipment is destroyed, Client agrees to pay FC the remaining payment due or to become due under this Agreement. It is further understood that Client will be responsible for any cost to replace equipment requested by Client for upgrade/downgrade/exchange of equipment including, but not limited to, shipping costs.

3. References to "Equipment" include any software installed on the Equipment. FC does not own the software and cannot transfer any interest in it to you. FC is not responsible for the software or the obligations of Client or the licensor under any license agreement. Client is solely responsible for protecting and removing any confidential data stored on the Equipment prior to its return for any reason.

4. LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT FC HAS PROVIDED CLIENT A WARRANTY IN WRITING, FC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. CLIENT CHOSE EQUIPMENT BASED UPON CLIENT'S SOLE JUDGMENT. CLIENT MAY CONTACT FC FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. FC ASSIGNS TO CLIENT ANY WARRANTIES PROVIDED TO FC.

5. Client may not sell, assign, or sublease the Equipment or this Agreement without FC's prior written consent.

**IN WITNESS THEREOF**, the undersigned unconditionally guarantees that the Client will timely perform all obligations under this Agreement. The undersigned also waives any notification if Client is in default and consents to any extensions or modifications granted to Client. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Client or any other party or exercise any rights in the Equipment. The undersigned agrees to the designated forum and consents to personal jurisdiction, venue, and choice of law as stated above and agrees to pay all costs and expenses, including attorney fees, incurred by us or our assignee related to this guaranty, and waives a jury trial and transfer of venue.

**CLIENT NAME:** \_\_\_\_\_  
a(n) \_\_\_\_\_  
Signature of Officer/  
Authorized Representative: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Executed: \_\_\_\_\_

**SCHEDULE 1**  
**TIME & ATTENDANCE QUOTE**