

These Reseller Order Form Terms and Conditions are part of the Order Form executed by Reseller with PeopleGuru, Inc. which, together with the online Reseller Master Agreement found at: <http://legal.peopleguru.com/ResellerMA.pdf>, constitute the agreement between the parties (referred to collectively as the "Agreement"). The initial term of this Agreement shall commence on the date the Order Form is fully executed by both parties and shall not be cancellable by Reseller prior to the First Anniversary Date as defined below.

## **1. Definitions.**

"ACA Services" means the information reporting services provided by PeopleGuru for compliance with the employer shared responsibility provisions of the Patient Protection and Affordable Care Act ("ACA") and regulations thereunder with respect to reporting by applicable large employers to the Internal Revenue Service.

"ACH" means the automated electronic payment services that are subject to the operating rules of the National Automated Clearing House Association ("NACHA").

"Anniversary Date" means the annual renewal date of this Agreement, which occurs on November 1st each year.

"Authorized Tax Agencies" means the particular federal, state, and local tax agencies or jurisdictions for which Customer has elected Tax Filing services as set forth in this Agreement, and for which PeopleGuru has been granted power of attorney by Customer.

"Carrier Reconciliation" means the process of verifying an Insurance Carrier's monthly invoice to determine that Employee(s) and their associated Coverage (or lack thereof) and costs are matched to the associated records within the Service.

"Check" shall mean any and all documents produced, either in paper or electronic form, for the payment or recording of payments to an Employee.

"Coverage" means the Employee selection of Insurance Carrier plan type which dictates the premium cost and the scope of protection provided by the Insurance Carrier such as family, Employee only, Employee plus spouse, or Employee plus one child, Employee plus Children, etc.

"Fee Funding Account" means the designated bank account from which Reseller authorizes PeopleGuru to withdraw funds to cover fees or other amounts owed for Reseller's and its Customers use of the Service.

"First Anniversary Date" means the Anniversary Date that occurs after twelve (12) full months of Production Use.

"Implementation Services" means services provided under a separately signed Statement of Work for configuration of the Service for Reseller's use as elected herein.

"Insurance Carrier" means a company issuing benefit insurance policy Coverage to Employees.

"Human Resource Setup Policies" means setup policies provided by the Service relating to human resource related recordkeeping and reporting.

"Payroll Funding Account" means the designated bank account from which Customer authorizes PeopleGuru to withdraw funds to cover Customer payroll related liabilities in which Customer shall have sufficient funds no later than three (3) banking days prior to payroll check date, (or as otherwise set forth in this Agreement), except when the payroll check date falls on a Saturday, Sunday or a bank holiday, in such case the funds must be available one banking day earlier. Customer may change its authorization to debit its Payroll Funding Account by executing and delivering to PeopleGuru a new authorization to debit and a voided check for any new account at least twenty (20) days prior to the effective date of such change.

"Payroll Setup Policies" means setup policies provided by the Service relating to payroll computations including but not limited to those responsible for earnings, earnings taxability, pre-tax deductions, deductions, taxes, and the assignment of those same policies to Employees.

"Prior Compensation" means the manual or automated data entry routines used to populate the Service en masse to result in closely matching the Service's Employee payroll history and Employee quarterly and year-to-date balances for the current tax year to the Customer's prior system of record.

"Production Use" means the date Service is first used by Reseller or Customer to calculate, distribute, or record compensation to an Employee or for which the Service is used for any reason other than development, evaluation, and acceptance testing.

“Security Policies” means setup policies to grant or deny access to end users of the Service login and access privileges to the interactive web pages reports and the data records contained within the Service.

“Service Agreement” means the separate legal agreement that has been approved by PeopleGuru between Reseller and its Customer governing the use of the Service.

“Service Start Date” means the date stated in the Order Form by which the Service is made available to Reseller or a Customer for Production Use and Reseller is obligated to begin payment for the Service.

“System Notifications” means features provided by the Service to advise end users of events, data elements, and actions that require attention. Reseller and Customer assume all security risks for transmission of System Notifications by standard email or by text message.

“Tax Agency Policies” means setup policies provided by the Service for managing and report tax rates, wage limits, and filing frequencies, withholding, employer tax amounts due to State, Federal and Local entities in accordance with the Service’s Documentation.

“Tax Funding Account” means the designated bank account from which Customer authorizes PeopleGuru to withdraw funds to cover Customer tax related liabilities in which Customer shall have sufficient funds no later than three (3) banking days prior to payroll check date, (or as otherwise set forth in this Agreement), except when the payroll check date falls on a Saturday, Sunday or a bank holiday, in such case the funds must be available one banking day earlier. Customer may change its authorization to debit its Tax Funding Account by executing and delivering to PeopleGuru a new authorization to debit and a voided check for any new account at least ten (10) days prior to the effective date of such change.

“Third Party” means a business entity which receives payments originated by Customer by the process of aggregating employer or Employee Check deduction amounts through payroll processing for the purpose of conveniently remitting a single timely payment to such business entity.

“Time and Attendance Setup Policies” means setup policies provided by the Service for the collection of time and attendance data and related computations including but not limited to those responsible for punch rounding, labor distribution, shift premiums, holiday pay, overtime and the assignment of those same policies to Employees.

“Year End Filings” shall mean W-2, W-3, 1094C, 1095C, 1096, and 1099 Employee and Employer forms, as subscribed to by Reseller on behalf of its Customers.

## **1. General Terms.**

- 1.1. The Service and PeopleGuru Services shall be provided as set forth herein and Reseller agrees to pay the fees for use of the Service and PeopleGuru Services in accordance with the fee schedule set forth in this Agreement.
- 1.2. Reseller agrees to execute a Service Agreement with its Customers that is approved by PeopleGuru. Reseller shall be responsible for each Customer’s use of the Service in accordance with the terms of this Agreement.
- 1.3. Reseller agrees not to engage with Competitor software or service providers.
- 1.4. Reseller and its Customers shall be responsible to review and verify the Service’s Security Policies and System Notifications to ensure that they function as intended prior to Production Use. Subsequent to Production Use, Reseller and its Customers shall be responsible to review and verify that all changes to Security Policies and System Notifications are thoroughly tested prior to deployment in Production Use.
- 1.5. PeopleGuru shall not be responsible for Reseller’s or Customer’s failure to supply information on a timely basis or actions taken or omitted by Reseller or Customer or for inaccuracies resulting from inaccurate information provided by Reseller or Customer.
- 1.6. Upon request, PeopleGuru may provide Reseller additional training, customization, or consulting. Reseller agrees to pay the fees for such services in accordance with the schedule set forth in this Agreement.
- 1.7. Reseller shall promptly report via the CRM support issues, defects, and setup issues with the Service or PeopleGuru Services for which Reseller requires assistance.
- 1.8. The initial term of this Agreement shall commence as of the execution date and shall continue until the First Anniversary Date. Thereafter, and unless either party delivers thirty (30) days written notice of non-

renewal prior to each Anniversary Date, the term of this Agreement shall automatically renew for one (1) year periods on the Anniversary Date.

- 1.9. Monthly billing for the Service will commence upon the sooner of the Service Start Date or Production Use. PeopleGuru reserves the right, in its sole and absolute discretion, to delay Reseller's implementation of additional Software Services if PeopleGuru believes Reseller is not adequately proficient in the use of the Software Services already implemented.
- 1.10. Guru Services shall be billed as incurred or as otherwise stated in this Agreement.
- 1.11. Prices in this Agreement will be effective for the initial term and thereafter shall be adjusted annually on the Anniversary Date or upon 30 days advance notice from PeopleGuru, but in no event shall any increase in annual aggregate amounts exceed the greater of six percent (6%) or Consumer Price Index (CPI). This limitation on price increases does not apply to Reseller subscription changes to the Service features via a Customer Setup Form or changes to the number of Employees.
- 1.12. For the Term of this Agreement, PeopleGuru agrees to keep records of Customers and Employee transactions and all pertinent associated documentation for a period of three years after their creation, or such longer period of time as may otherwise be commercially reasonable, stored electronically or in original or scanned form within a PeopleGuru designated storage facility. Reseller may request copies of such documentation from time to time and PeopleGuru shall make best efforts to supply such documents in a timely manner. Reseller shall be obligated to reimburse PeopleGuru any applicable costs and fees for document retrieval requests. PeopleGuru shall have no responsibility to maintain such records after termination of this Agreement.

## **2. Software Services.**

If elected by Reseller, the following Software Services will be made available for Customer use.

- 2.1. Core HR Software Services is a system of interactive web pages to assist Customer in its human resource related recordkeeping and reporting. Customer shall ensure the accuracy of its Human Resource Customer Data. The HR Software Services shall function in accordance with the Documentation, as may be amended from time to time, and provide features to aid Customer with its compliance with federal and state laws and regulations applicable to Human Resources (except as stated otherwise in the Documentation).
- 2.2. Recruiting Software Service is a system of interactive web pages to assist Customer in the posting job requisitions, storing candidates, recording job applications, and the related recordkeeping and reporting. Customer shall ensure the accuracy of its Recruiting Customer Data. The Recruiting Software Service shall function in accordance with the Documentation which may be amended from time to time.
- 2.3. Benefit Software Service is a system of interactive web pages to assist Customer in its management of the assignment, eligibility, costing, and enrollment of employee benefits and the related recordkeeping and reporting. Customer shall ensure the accuracy of its Recruiting Customer Data. The Benefit Software Service shall function in accordance with the Documentation which may be amended from time to time.
- 2.4. Carrier Software Service provides 834 file creation, management, and transmission of Employee benefit related data to Insurance Carriers. The Carrier Software Service shall function in accordance with the Documentation which may be amended from time to time.
- 2.5. Learning Software Service is a system of interactive web pages to assist Customer in managing online courses, enrollments, and testing of training courses and the and the related recordkeeping and reporting. Customer shall ensure the accuracy of its Learning Customer Data. The Learning Software Service shall function in accordance with the Documentation which may be amended from time to time.
- 2.6. Performance Software Service is a system of interactive web pages to assist Customer in managing online performance reviews and talent assessments and the and the related recordkeeping and reporting. Customer shall ensure the accuracy of its Performance Data. The Performance Software Service shall function in accordance with the Documentation which may be amended from time to time.
- 2.7. Salary Software Service is a system of interactive web pages to Customer in managing online salary reviews and automating related compensation changes. Customer shall ensure the accuracy of its Salary Customer

Data. The Salary Software Service shall function in accordance with the Documentation which may be amended from time to time.

2.8. Payroll Software Services

2.8.1. Payroll Software Services is a system of interactive web pages to assist Customer in payroll generation, recordkeeping, computations, and reporting. The Payroll Software Services shall function in accordance with the Documentation, as may be amended from time to time, and provide features to aid Customer with its compliance with federal and state laws and regulations applicable to payroll (except as stated otherwise in the Documentation).

2.8.2. Customer is responsible, prior to finalizing each payroll process, to use the interactive web pages and reports provided by the Service for the purpose of reviewing and ensuring the accuracy of the payroll time records, shift premiums, overtime calculations, gross-to-net calculations, labor distribution, general ledger, payroll and tax disbursements, payroll funding amounts, earnings, deductions, taxes, net pays, wage attachments amounts, taxable wages, and federal, state, and local taxes and the withholding thereof.

2.8.3. Customer is responsible to ensure the accuracy of the Prior Compensation and Payroll Setup Policies prior to Production Use. Subsequent to Production Use, Customer is responsible to ensure that all changes to the Service's Payroll Setup Policies are thoroughly reviewed and tested prior to deployment in Production Use.

2.9. Time and Attendance Software Services

2.9.1. Time and Attendance Software Services is a system of interactive web pages to assist Customer in its time and attendance related recordkeeping and reporting. The Time and Attendance Software Services shall function in accordance with the Documentation, as may be amended from time to time, and provide features to aid Customer with its compliance with federal and state wage and hour laws and regulations (except as stated otherwise in the Documentation).

2.9.2. Customer is responsible to review and ensure the accuracy of its Time and Attendance Setup Policies prior to Production Use. Customer is also responsible to review and ensure the accuracy of time records, tips, service charges, and other data collected via web punch or time clocks. Subsequent to Production Use, Customer is responsible for ongoing review to ensure that changes to its Time and Attendance Setup Policies are thoroughly tested prior to deployment in Production Use.

2.10. Analytics Software Services: Analytics Software Services is a system of interactive web pages to assist Customer in reporting, graphing or otherwise analyzing Customer's data stored within the Service. The Analytics Software Services shall function in accordance with the Documentation, and may be amended from time to time.

2.11. Software Services and Miscellaneous Fees. These fees are subject to change and are billed as these services are requested by Customer.

Item	Rate	Billing Event
Unpaid Volunteers and Retirees	50%	Of Software Services fees
External Job Postings	\$250.00	Per job board posting
Terminated Employee Access	\$600.00	Annual Fee
Use of software for historical recordkeeping only	25%	Of Software Services fees
Assisted Benefit Plan Setup	\$250.00	Per Plan plus \$5 per rate
Open Enrollment Setup	\$250.00	Per hour
Professional Services (hourly rate, per quote, per project)	\$250.00	Per hour
Time and Attendance Hardware Installation Services (National Third-Party Service)	\$200 first Hour; \$150 Each Hour Thereafter	

### 3. Guru Services.

If elected by Customer, the following Payment, Tax Filing, Check Printing, Year End, Complete Pay, Call Center, and Carrier Eligibility Services will be made available for Customer and Client use.

#### 3.1. Payment Services

- 3.1.1. Payment services (i) rely solely on timely and accurate Customer Data provided to the Payroll Service by Customer and (ii) facilitate the transfer of payroll-related funds from Customer's designated bank accounts to Employee, Third Party, and Authorized Tax Agency designated bank accounts via ACH.
- 3.1.2. If Customer fails to finalize and submit its Time and Attendance data or payroll run in a timely manner then PeopleGuru shall have no liability for any failure to process Customer's payroll or the corresponding ACH payroll transactions in a timely manner, or at all.
- 3.1.3. Customer shall maintain a sufficient balance in its Payroll Funding Account and its Fee Funding Account to cover its current payroll liabilities, all applicable Service fees, and charges to cover any NSF or miscellaneous service fees. If for any reason Customer's bank refuses to honor an ACH draft, an NSF fee will be charged to Customer as PeopleGuru's reasonable costs and PeopleGuru may immediately terminate this Agreement without written notice and without obligation to perform payroll processing or ACH payroll transactions, or to make then due or future payroll tax deposits or tax return filings.
- 3.1.4. Customer agrees that each ACH Entry to an Employee account will be currently authorized pursuant to a payee authorization signed by the Employee and held by Customer. Customer shall assume full responsibility for all ACH account entries and agrees to instruct its Employees to use the Service only as intended. Customer agrees to prevent the use of the Service by its Employees or end users for nefarious or fraudulent reasons.
- 3.1.5. Customer shall be responsible to review the Setup Policies and payroll reports provided by the Service to ensure the accuracy and timeliness of Third Party payments. Customer shall be solely responsible for the accuracy of Third Party payments and for any penalties, fines, administrative fees, late charges, interest and taxes that may be or become due as a result of erroneous or improper Third Party payments or the failure to make proper Third Party payments.
- 3.1.6. Customer shall be liable for each ACH Entry made to its Payroll Funding Account or the account of any Employee or Third Party initiated by PeopleGuru hereunder. In the event PeopleGuru determines, in its sole discretion, not to terminate this Agreement following Customer's failure to fully fund an ACH Entry to Customer's Payroll Funding Account, Customer unconditionally agrees to pay PeopleGuru upon demand the sum of any unfunded payroll plus all fees and charges

as set forth in this Agreement (including any debit which is returned to PeopleGuru because of insufficient or uncollected funds or for any other reason).

- 3.1.7. The provision of all services requiring the debit or credit of accounts shall be provided through an originating bank (the "Originating Bank"). PeopleGuru and Customer may each be required to enter into separate agreements with the Originating Bank. Customer shall execute all documents requested by PeopleGuru or the Originating Bank to originate debit or credit entries through the nationwide automated clearing house system on a bank account designated by Customer (each, an "ACH Entry"), and provide any other documents or information on an ongoing basis that may be requested by PeopleGuru or the Originating Bank to effectuate such ACH Entries.
- 3.1.8. Each Party shall cooperate with the other Party to recover funds erroneously credited to any Employee's account.
- 3.1.9. Payment Services Per Event Fees. These fees are subject to change and are billed as these services are requested by Customer.

Item	Rate	Billing Event
Notification of Change (NOC)	\$10.00	Per item
Positive Pay Exception (Early Check Cashing)	\$15.00	Per item
Returned Items, voids, reissue, reversals, and stop payments	\$50.00	Per item
Stale-Dated checks voided with funds return to customer 180+ days	\$5.00	Per item (min \$50)
Payroll Adjustments	\$25.00	Per transaction
Off cycle payroll run	\$50.00	Per item
Assisted off cycle payroll run	\$200.00	Per hour (min \$200)
Standard Garnishment Setup	\$15.00	Per occurrence
Judgements	\$200.00	Per hour
Check Copy	\$10.00	Per item
Direct Mailing of Checks or Advice	Postage +\$0.20	Per item (min \$25)
Customer-initiated wire transfers	\$35.00	Per occurrence
Next day ACH File processing (requires cleared funds via Customer- initiated wire transfer)	\$50.00	Per occurrence
Late receipt of funds; plus 18% per annum interest (NSF fee applies if any)	\$50.00	Per occurrence
Manual Data Entry Payroll Tax/Wage Data	\$75.00	Per Tax ID plus \$5.00 per employee
Manual Data Entry Tax Data	\$75.00	Per form per Customer ID per liability data
Additional ACH transfers per Employee (2 included)	\$35	Per occurrence
First NSF plus 2.5% of NSF amount	\$150.00	Per occurrence
Subsequent NSF plus 5% of NSF amount	\$250.00	Per occurrence

Shipping	\$35.00	Or the actual cost if greater
----------	---------	-------------------------------

### 3.2. Tax Filing Services

- 3.2.1. During the term of this Agreement for Authorized Tax Agencies, PeopleGuru shall: i) collect payroll tax liabilities and receive and hold those funds in an account separate from PeopleGuru's general accounts, ii) deposit payroll taxes in a timely manner, and iii) prepare and file payroll tax returns in a timely manner. PeopleGuru shall be liable for tax filing penalties and interest charges for its failure to do so to the extent such charges were caused solely by PeopleGuru. PeopleGuru shall not be responsible for penalties and interest payments that arise as a result of its reliance on erroneous Customer Data entered into the Service or due to Customer's failure to correct its Payroll Setup Policies or Tax Agency Setup Policies or its failure to notify PeopleGuru promptly via CRM of its desire to obtain assistance in doing so.
- 3.2.2. Customer warrants that Customer Data entered into the Service is accurate and further authorizes PeopleGuru to rely on Customer Data to prepare, deposit, and file Customer's payroll taxes for all Authorized Tax Agencies.
- 3.2.3. Customer is responsible to use the interactive web pages and reports provided by the Service to review and ensure the accuracy of the payroll gross-to-net calculations, taxable wages, withholding amounts and other relevant reporting items to be filed by PeopleGuru, either electronically or by paper tax returns with the relevant tax agency, at least ten (10) days prior to the filing deadline for Authorized Tax Agencies, whether the corresponding deadline be monthly, quarterly, or annually.
- 3.2.4. Customer is responsible to review and ensure the accuracy of its Tax Agency Setup Policies prior to using the Service in Production Use. Subsequent to Production Use, Customer is responsible to review and ensure changes made to its Tax Agency Setup Policies are thoroughly reviewed and tested prior to deployment in Production Use.
- 3.2.5. This Agreement does not relieve Customer of any tax payment liabilities. Customer shall be obligated to pay immediately any tax payment liabilities that are found by PeopleGuru to be incorrectly computed, under withheld, or otherwise incorrectly processed, whether or not those tax liabilities are a result of defects in the Service or the actions or inactions of PeopleGuru. In the event that tax amounts have been over collected, those funds once disbursed to an Authorized Tax Agency will be treated as a credit toward Customer's future liabilities with that Authorized Tax Agency.
- 3.2.6. Customer shall continue to be responsible for maintaining its own archival tax record keeping.
- 3.2.7. Customer shall immediately provide PeopleGuru with copies of any notices or correspondence received from any Authorized Tax Agency with respect to any tax return(s) or tax deposit(s) made by PeopleGuru. Customer shall immediately provide PeopleGuru with notification via the CRM of any changes that will affect the withdrawal of funds or the depositing of payroll taxes or the filing of tax returns.
- 3.2.8. PeopleGuru shall debit the Tax Funding Account in order to make the necessary payroll tax deposits and collect any fees due to PeopleGuru. Customer shall maintain a sufficient balance in its Tax Funding Account to cover current payroll tax liabilities, all applicable Service fees, and charges to cover any NSF or miscellaneous service fees. If for any reason Customer's bank refuses to honor an ACH draft, an NSF fee will be charged to Customer as PeopleGuru's reasonable costs and PeopleGuru may immediately terminate this Agreement without written notice and without obligation to make then due or future payroll tax deposits or tax return filings.
- 3.2.9. PeopleGuru shall have no liability for failure to make deposits or filings if Customer has not provided it with power of attorney or accurate and adequate information to make the necessary deposits or filings or if Customer fails to maintain sufficient funds to cover such payroll tax obligations. In no event shall PeopleGuru be responsible or liable for the filing of payroll tax

returns for Prior Compensation or tax information provided by the Customer to PeopleGuru that was in error.

3.2.10. Customer unconditionally agrees to promptly execute any documents PeopleGuru's designee may require as a condition of providing Tax Filing services to Customer. Customer agrees that its failure to execute any such documents, or the breach of any of the material terms and conditions of such documents, shall constitute a breach of this Agreement.

3.2.11. Tax Filing Per Event Fees. These fees are subject to change and are billed as these services are requested by Customer.

Item	Rate	Billing Event
Advice of Debt	\$20.00	Per item
Agency Registration Service	\$250.00	Per agency
Amended Returns	\$150.00	Per agency form
Amendment Expedite Request	\$250.00	Per inquiry form, plus normal processing fees
Applied for IDs- first quarter	\$50.00	Per agency assigned ID not provided within 30 days
Applied for IDs- subsequent quarters	\$150.00	Per 30-day interval- agency assigned ID not provided within 30days
Copies of Tax Returns or Deposit Reports	\$20.00	Per document requested
Inquiry Expedite Request	\$250.00	Per inquiry/agency form, plus normal processing fees
Inquiry Response- Customer Error Only	\$75.00	Per agency notice
Inquiry Response- State Agency Tax Bill	\$25.00	Per agency response due to a federal interest repayment
Manual/Reverse Deposits	\$275.00	Per federal deposit & \$25 per state deposit
Multiple Worksite Reporting	\$25.00	Per report
Quarterly FBO Trust Maintenance Fee	\$25.00	Per parent federal ID per quarter
SSA/IRS W-2 Out of Balance Inquiry Response	\$250.00	Per agency notice
Tax Risk & Relief Mitigation Research	\$200.00	Per hour (min \$200)
UI Management Package	\$30.00	Copies of Quarterly Tax Statements per Federal ID (max of 10) per quarter

### 3.3. Year-End Services

3.3.1. Year-end services shall consist of the printing of Year End Filings and submittal of tax returns to Authorized Tax Agencies. Customer shall be responsible for mail and courier fees as set forth in this Agreement or as otherwise incurred by PeopleGuru.

3.3.2. Customer is responsible to use the interactive web pages and reports provided by the Service to review and ensure the accuracy of the Year End Filings to be submitted by PeopleGuru either electronically or via paper forms to the relevant tax agency, at least ten (10) days prior to the filing deadline for each Authorized Tax Agency.



3.3.3. Year-end Per Event Fees. These fees are billed as these services are requested by Customer.

Item	Rate		Billing Event
1099 Filing Annual Setup Fee	\$80.00		Per legal entity
1099 Filing Fee	\$3.25		Per filing
Accelerated W2s and Related Filings	\$100.00		Per agency form
Amended Returns	\$150.00		Per agency form
Amendment Expedite Request	\$250.00		Per inquiry form, plus normal processing fees

3.4. Complete Pay Services

- 3.4.1. Complete pay services shall be provided by PeopleGuru to: i) collect Employee payroll net pay amounts from Customer's Payroll Funding Account concurrent with the collection of other payroll liabilities, ii) receive and hold those funds in an account separate from PeopleGuru's general accounts, and iii) make those funds available to Employees either by a printed payroll check or an ACH Entry to the Employee's designated bank account on the payroll check date.
- 3.4.2. Customer shall maintain a sufficient balance in its Payroll Funding Account and its Fee Funding Account to cover its current payroll liabilities, Employee net pay amounts, all applicable Service fees, and charges to cover any NSF or miscellaneous service fees. If for any reason Customer's bank refuses to honor an ACH draft, an NSF fee will be charged to Customer as PeopleGuru's reasonable costs and PeopleGuru may immediately terminate this Agreement without written notice and without obligation to perform payroll processing or ACH payroll transactions, or to make then due or future payroll tax deposits or tax return filings.
- 3.4.3. PeopleGuru shall return to Customer Employee net pay amounts in excess of twenty dollars, either quarterly if they exceed that amount or on an as-needed basis if they don't, whichever is less frequent, held in its complete pay account that have not cleared within 180 days from the original check date. PeopleGuru shall be permitted to set off the amounts returned to Customer for unpaid Service fees, if any, existing at that time.
- 3.4.4. Customer recognizes that there may be instances where PeopleGuru will not be able to resolve an Employee call or issue without the Reseller or the Customer's assistance. Immediately upon execution of the Order Form, Reseller will designate a contact person for resolving support problems that require intervention by Reseller's personnel and/or a Reseller third party vendor.

**4. Hosting Services:**

Standard hosting services consist of a common infrastructure shared with other PeopleGuru customers and their end users. Dedicated hosting services, if subscribed to by Customer in this Agreement, consist of virtualized dedicated web server(s), database server(s), application server(s), and the software components necessary to operate the Service.

**5. Data Exchange Service.**

- 5.1. Data Exchange Service shall refer to electronic data interchange either via web services, file transfer, or other means provided by PeopleGuru and as authorized by Customer to transfer information from the Service or into the Service from a third party.
- 5.2. Customer shall be responsible for auditing and verification of the accuracy of all data transferred via the Data Exchange Service.

**6. Support:**

Customer acknowledges that all support requests will be properly documented and submitted to PeopleGuru's CRM during Normal Business Hours and in accordance with PeopleGuru's current support policy. Except for reporting service outages,

all support requests that are not received during Normal Business Hours will be subject to additional after hours support fees as provided for in this Agreement. Reseller acknowledges that the support provided under this Agreement does not include direct support of Employees, end users, or Customers.

## **7. Hardware as a Service Services.**

Hardware as a Service Services provide Reseller with Timeclock hardware subscription service that includes supplying Timeclock hardware and Hardware Support Services. Timeclock hardware is made available to Reseller's Customers for their dedicated use during the subscription period but remains the property of PeopleGuru.

If elected by Customer, the following Hardware Services will be made available for Customer's use:

### **7.1. Hardware Support Fees.**

- 7.1.1. The cost of Hardware Support Services for PeopleGuru Timeclock hardware (set forth in the applicable Order Form) is automatically included with hardware obtained under the Hardware Services subscription option (and any charges therefore are already included in the monthly subscription fees).
- 7.1.2. The cost of Hardware Support Services is not automatically included for Customer-owned Timeclock hardware. Reseller must obtain PeopleGuru's prior written consent for its Customer to use own hardware with the Service. Such consent is subject to PeopleGuru's review of the hardware to determine its compatibility, age, and condition and in PeopleGuru's sole discretion. If elected by Reseller and approved by PeopleGuru, Customer-owned Timeclock hardware will be subscribed to Hardware Support Services under the terms herein and may be used with the Service and Reseller shall pay the applicable fees in this Agreement. PeopleGuru makes no representation that Customer-owned hardware will be supported in the future. If Reseller terminates Hardware Support Services, the Customer-owned Timeclocks may not be used with the Service.

## **8. Hardware Support Services.**

PeopleGuru will maintain the Timeclock hardware to be free from defects in material and workmanship as follows: Any parts found to be defective (except as specifically excluded below) shall be replaced or repaired, at PeopleGuru's or its designee's option, without charge for parts or labor, provided that the Timeclock hardware has been properly installed and maintained by Customer and provided that such hardware has been used in accordance with this Agreement and has not been subject to abuse or tampering. The foregoing repairs and replacements may be made only by PeopleGuru or its designee and will be made only after PeopleGuru or its designee is notified of a problem, receives delivery from Customer of the Timeclock hardware at issue and determines that it results from defective materials or workmanship. Notwithstanding the foregoing, PeopleGuru may deliver a temporary replacement item for Customer's use while such determination is being made with respect to the Timeclock hardware in question. Repairs and replacements required as a result of (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 Customer to provide and maintain a suitable installation environment; (iii) any alterations made to the Timeclock hardware or the attachment of any devices not provided by PeopleGuru to the Timeclock Hardware; or (iv) malfunctions resulting from use of badges or supplies not approved by PeopleGuru shall be billed to Reseller at PeopleGuru's then-current rates. No Timeclock Hardware support is provided at the Reseller or Customer site. Reseller shall bear all delivery/shipping costs and all risk of loss during shipment/delivery of Timeclock hardware relating to Hardware as a Service or Hardware Support Services.

- 8.1. Timeclock hardware subscription service for each newly acquired Timeclock hardware subscription is for a minimum of eighteen (18) months. Thereafter, and unless either party delivers thirty (30) days written notice of non-renewal prior to each Anniversary Date, the term of the Hardware Services subscription shall automatically renew for one (1) year periods on the Anniversary Date.
- 8.2. Upon termination or cancellation of this Agreement, Reseller shall, at its expense, return all PeopleGuru-owned Timeclock hardware to PeopleGuru in accordance with PeopleGuru's instructions. The Timeclock hardware shall be returned in as good condition as received by Customer, normal wear and tear excepted. In the event the Timeclock hardware is not returned within ninety (90) days, Customer agrees to purchase it at the prevailing manufacturer's suggested retail price. If timely payment for the Timeclock hardware is not made by Customer, PeopleGuru shall have the right to take immediate possession of such hardware.



## Exhibit A

### Customer Setup Form (One Form per Customer Setup or Modification)

Subscription modifications received by PeopleGuru on or prior to the 15<sup>th</sup> day of the month shall be processed for an effective date of the beginning of the next month; subscription modifications received after the 15<sup>th</sup> day of the month shall be processed for an effective date of the beginning of the following month (e.g., modifications received by June 15 would be processed for an effective date of July 1; modifications received on June 16 or later would be processed for an effective date of August 1).

Reseller: _____ Customer Start Date: _____							
Customer: _____ Customer Code (10): _____ FEIN: _____							
Archive Date: _____ Employees: _____							
_____ Authorized by (printed)							
_____ Authorized by Signature							
_____ Date							
<b>Software Services</b>							
	Core HR	Recruiting	Benefits	Carrier	Perf/Salary	LMS	Time
Elect?							
<b>Guru Services (Back Office Payroll Processing, Banking, Tax Management and Year End Services)</b>							
	Active Employees	Payroll Outsourcing					
Elected?							
<b>Hardware as a Service</b>	<b>Units</b>	<b>Monthly</b>	\$250 Per Clock Setup fee and a 18 month minimum term applies to each new time clock hardware order.				
Kiosk w/ HID and Fingerprint		\$78					
Kiosk Biometric Fingerprint		\$64					
Hand Punch Biometric 1000		\$78					
Hand Punch Biometric 2000		\$100					
<b>Hardware Support Services</b>							
Customer Owned H/W Connectivity and Support (Hardware Support)		\$42	18 month minimum term each new Customer Owned Hardware Support contract				