

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

CONTRACT START DATE: 7/9/2020 | 10:59 AM PE

**CLIENT INFORMATION** 

Bill To: White Pine Charter School Contract Contact Name: Jamie Toop

Billing Address: 2959 John Adams Parkway Contract Contact Email: toopja@wpcscougars.org

Ammon Idaho 83406

Billing Contact Name: Jamie Support Contact Name: Jamie

Billing Contact Email: toopja@wpcscougars.org Support Contact Email: toopja@wpcscougars.org

Billing Contact Phone: 208-715-9772 Support Contact Phone: 208-715-9772

## **BILLING TERMS**

INITIAL SERVICE TERM	BILLING CYCLE	PAYMENT TERMS	PAYMENT METHOD	START DAY OF WEEK
1 Year	Annually	Pre-Paid	Net Terms / PO	Sunday

# 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.



## **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:

Terms and Conditions: <a href="https://www.timeclockplus.com/terms/on-demand">https://www.timeclockplus.com/terms/on-demand</a>
Data Processing Terms: <a href="https://www.timeclockplus.com/terms/dpa">https://www.timeclockplus.com/terms/dpa</a>
Supplemental Support & Maintenance Terms: <a href="https://www.timeclockplus.com/agreements/hardware-support">https://www.timeclockplus.com/terms/on-demand</a>
Supplemental Support & Maintenance Terms: <a href="https://www.timeclockplus.com/agreements/hardware-support">https://www.timeclockplus.com/terms/on-demand</a>
Supplemental Support & Maintenance Terms: <a href="https://www.timeclockplus.com/agreements/hardware-support">https://www.timeclockplus.com/terms/on-demand</a>
Supplemental Support & Maintenance Terms: <a href="https://www.timeclockplus.com/agreements/hardware-support">https://www.timeclockplus.com/agreements/hardware-support</a> (As Applicable)

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.

# Accepted by:

Client	lient		TimeClock Plus, LLC			
	DocuSigned by:		Derek L	Digitally signed by Derek L McIntyre		
By:	Emmalee Robinson	_ By:	McIntyre	Date: 2020.07.09 16:14:52 -05'00'		
Name:	EmmaLee Robinson	Name:	Derek L McIntyre			
Title:	Board Chair	Title:	COO			
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