



Technical Support Plan

Pyramid Time Systems ("Pyramid") and the Company ("Customer") ordering the Pyramid Time Systems Support Plan ("Technical Support Plan") hereby agree that the following terms and conditions shall govern the delivery of support services by Pyramid to Customer under the Technical Support Plan, with respect to the applicable registered Pyramid products. Ordering the Technical Support Plan indicates Customer's acceptance of the terms and conditions contained in this Service Agreement. This Technical Support Plan is effective upon receipt of payment by Pyramid ("Commencement Date").

SERVICES:

Pyramid will provide customer support Monday - Friday 8am-5pmEST. With the purchase of a Pyramid Time clock system, you receive 90 days of free support service from the date of purchase. Proof of Purchase may be required. Thereafter, you must be in a support contract to receive extensive or login support services. You may purchase an annual reoccurring software support plan by contacting Pyramid Time Systems toll free at 888-479-7264 or emailing custsvc@pti.cc. Renewal plans include a copy of the current version of software.

RESTRICTIONS:

Pyramid may limit or terminate the support services being provided to any Customer who uses the support services in an abusive or fraudulent manner, as determined by Pyramid in its reasonable discretion.

Examples of such use include, but are not limited to: willful misrepresentation of answers to troubleshooting questions, a high number of calls that concern previously resolved issues, repeated posing of questions to which the answer is readily found in the documentation, and discussion of issues that are not related to technical support.

Pyramid reserves the right to limit each call to a reasonable length of time under the circumstances. Pyramid may require access to the Customer's computer over the Internet or may require the transmission of data files from the Customer's Pyramid software to resolve the Customer's support issue. Refusal to provide this access or information to Pyramid, or inability to do so due to lack of Internet access or a dial-up connection may limit or terminate the support service being provided.

EXCLUSIONS:

Pyramid shall not be required to provide any support services relating to problems or issues arising out of or from Customer's use of the products A) In a manner for which they were not designed; B) Damage to the media on which the products are provided, or technical problems residing on the computer or network on which the products are installed; C) Customer's negligence, misuse, or modification of the products or versions of the products other than the most recent version.

SIMPLE : SMART™

TERM AND TERMINATION:

This Support Plan shall have an optional annual reoccurring term. Please contact Pyramid Customer Care for information on our TimeKeeper Software Support Plan. The Support Plan shall terminate immediately upon nonpayment of the fees for the Support Services ordered. Pyramid reserves the right to cancel this Support Plan at any time or change the fees, terms, conditions, support features, procedures, pricing and support availability upon thirty (30) days notice.

WARRANTY AND DISCLAIMER:

Pyramid will use reasonable effort to provide support services under this Support Plan in a professional manner, but Pyramid cannot guarantee that every problem/question raised by Customer will be resolved. Nothing in this Support Plan shall be construed to guarantee that any question or problem will be answered or resolved in a specific time-frame. Nothing in this Support Plan shall be construed as expanding or adding to the warranty for the products set forth in the End User License Agreement that accompanies such products. Pyramid specifically disclaims any implied warranty of merchantability or fitness for a particular purpose.

LIMITATION OF LIABILITY:

Pyramid's liability under this Support Plan is limited to the amounts paid by Customer for the Support Plan ordered by the Customer. In no event shall Pyramid have any liability for any special, punitive, indirect, or consequential damages, including, without limitations: damages for lost profits, loss of data, costs of

procurement of substitute goods or services, loss of use of equipment or facilities, or interruption of business arising in any way out of this service agreement under any theory of liability, whether or not Pyramid has been advised of the possibility of such damages. These limitations shall apply not withstanding the failure of the essential purpose of any limited remedy.

GENERAL:

Customer may not transfer this Support Plan. This Support Plan supersedes all other written and oral proposals, purchase orders, prior agreements, and other communications between Customer and Pyramid concerning the subject matter of this Support Plan, and constitutes the entire agreement between Pyramid and Customer regarding provision of the Support Plan. This Support Plan shall be governed by the laws of the State of Connecticut without reference to conflict of law principles. The state and federal courts located in New Haven County, Connecticut, shall have exclusive jurisdiction over all disputes relating to this Support Plan.



pyramiddtimesystems.com

888.479.7264

SIMPLE & SMART™