

## CUSTOM MODULE DEVELOPMENT AGREEMENT

	Customer #: 70743 Custom Module Name: New World Systems TimeClock Plus Version: v7
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This Custom Module Development Agreement ("Agreement") is entered into by and between Data Management Inc., 1 TimeClock Dr, San Angelo, TX 76904 ("DMI"), and **Webb County**, ("User") whose offices are located at **1110 Washington St Ste 201, Laredo, TX 78040**, cumulatively, the ("Parties"). DMI owns and licenses TimeClock Plus™ through its Internet site and affiliate partnerships and; WHEREAS, User desires to procure custom software development from DMI to create a TimeClock Plus supported module ("Product") for use with a licensed copy of TimeClock Plus and for no other use unless otherwise agreed through written amendment, the Parties enter into this Agreement.

DMI reserves all rights and ownership to any work product derived from such custom development, and grants to User a non-exclusive license to use such work product under the terms of the then current End User License Agreement (EULA) which governs User's license to use TimeClock Plus. No rights to the resulting Product are conveyed to User other than those provided under the EULA.

User acknowledges that the primary intent of this Agreement is to prevent miscommunication between the Parties as it relates to User's desired outcome, and DMI's clear understanding of same, and for User to authorize DMI to perform a service for a fee. DMI reserves the right to reject any request for custom development on the basis of its standards of conducting business, and in its sole discretion. This Agreement supersedes any previous Custom Module Development Agreement between the Parties.

### SCOPE

User requests that DMI develop specialized export functionality for the version of TimeClock Plus denoted herein, thereby outputting particular TimeClock Plus data in a file and format which meets the specifications of a third-party application such as payroll, HR, or any other type of application which may benefit by the ability to import or otherwise use data accumulated by TimeClock Plus.

User understands that requests for functionality which are not disclosed and specifically outlined herein are not considered part of the scope of this Agreement and will require additional development costs.

### FEES AND PAYMENT

Total quoted price must be paid in full before the Custom Module Development cycle will begin.

### OBLIGATIONS

The following outlines the responsibilities of each Party under this Agreement.

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### DMI

DMI will make reasonable efforts to gather from the User or the third-party provider (some User assistance may be necessary in this case) those specifications required for the development of a Product to meet the needs of User. Upon receipt of the required specifications, DMI will provide a copy of the specifications obtained to User for approval and sign-off. A quote for custom development will be provided to User at that time. After sign-off and payment arrangements are secured, development will begin. The development cycle typically requires 3-6 weeks for delivery to User for testing. Based upon the terms outlined in the Acceptance section of this Agreement, DMI will correct any deficiencies where the custom Product does not perform according to the specifications herein or refund the fee paid to User.

The Product will be designed to integrate with the version of TimeClock Plus denoted herein. Future releases of TimeClock Plus may require additional development costs.

### User

In the event that DMI's efforts to contact User's third-party provider to get needed specifications prove difficult, User must either: a) secure the written specifications required by the third-party provider which are necessary to meet User's needs and provide same to DMI technical personnel for review, quotation and development, or b) arrange for contact between its third-party provider, the necessary User's personnel, and DMI technical personnel for purposes of compiling the specifications necessary to meet User's needs. Quote/development cannot begin until adequate specifications are obtained. As further outlined herein, User must perform acceptance testing within 60 days from the date the custom Product is delivered to User to ensure that the module operates according to the specifications.

### ACCEPTANCE

DMI will notify User of the Product's readiness for delivery and acceptance testing. User shall conduct the acceptance test to verify operation in accordance with the specifications in Exhibit A within 60 days of receipt of the Product. Acceptance shall be defined as the successful completion of the acceptance test by installing the Product, properly configuring TimeClock Plus, executing the Product and comparing for output equal to that of the specification. DMI's customer support personnel will assist User during the testing and Acceptance phase via normal customer support methods.

Time is of the essence to DMI and to User in completing any custom development. Acceptance will occur when User agrees to such in writing, or if acceptance testing and subsequent reporting of such testing is not performed within 60 days after the date DMI delivered Product to User. User understands that User's failure to perform testing and report the results of such to DMI within the allowed 60 days so that proper functionality can be determined for acceptance will result in additional fees at the then current development hourly rate if further assistance is required to complete the development of the Product.

If upon testing, the Product does not conform to the specifications herein, then DMI shall have 30 days to correct the deficiency and the User shall repeat the test and report the

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result to DMI. If DMI is unable to correct the deficiency, DMI will refund amount paid for such custom development.

If User fails to complete the acceptance test within the period of time stated herein, and provided further that DMI has not unreasonably refused to make any corrections to the software that are necessary in order to successfully complete the acceptance test by matching the specifications set forth in Exhibit A, then this Agreement shall terminate, and all amounts paid to DMI by User shall be non-refundable, and any outstanding balance still owed DMI by User for work performed under this Agreement will become due and payable. All materials including Product and documentation delivered to User (and all copies thereof) shall be returned to DMI and, except as provided herein, the license granted for such custom development shall terminate, and the rights, obligations and liabilities of each party shall cease.

User acknowledges that DMI cannot be responsible for future modifications, alterations or changes made by third-party providers which may require additional changes or modifications to this custom Product at additional cost.

User further acknowledges that 60 days is sufficient time to perform testing of the Product's proper functionality.

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## EXHIBIT A

### Specification Form and Authorization

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**Quote Amount**

\$347.60

**Acceptance Test**

Upon receipt of the Product for testing, User will verify that the Product developed by DMI produces an output identical to the specifications as described in the Import Specifications section of this document

**Import Specifications**

Field Number	Customer Field	TCP Field (Explain details in notes)	Data Type	Justification	Start Position	Length	Required (Y/N)	Notes
1	Employee Number	Export Code	NUMERIC			9	Y	
2	Hours Worked	Hours	NUMERIC			10	Y	Hundredths format 4 decimal places
3	Hours Code	EJC and MJC Custom Fields	SYMBOLS			16	Y	
4	Work Date	Date In	DATE					MM/DD/YYYY format
5	Other Pay Amount	EJC and MJC Custom Fields	NUMERIC			19	N	Hundredths format 4 decimal places
6	Subtotal Check Code	EJC and MJC Custom Fields	ALPHANUMERIC			10	N	
7	Override Pay Rate	EJC and MJC Custom Fields	SYMBOLS			10	N	Field required for Reg, OT1, and OT2.

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8	Shift Code	EJC and MJC Custom Fields	SYMBOLS				(N)	The attribute overrides any other Module that this system has added.
9	Override GL Account Number	MCC, EJC, and MJC Custom Fields	SYMBOLS			64	N	
10	Reason Code	EJC and MJC Custom Fields	SYMBOLS			100	N	
11	Project Code	MCC, EJC and MJC Custom Fields	SYMBOLS			16	N	
12	Override Grade Code	MCC, EJC and MJC Custom Fields	SYMBOLS			10	N	
13	Override Step Code	MCC, EJC and MJC Custom Fields	SYMBOLS			4	N	
14	Override Department	Export Blank	SYMBOLS			1	N	
15	Comments	Export Blank	ALPHANUMERIC			64	N	
16	Override Job	EJC, MJC, Employee Custom Field	SYMBOLS			10	N	

### Period Exports Options

- [Checkbox] Split by job code:
- [Checkbox] Split by cost code:
- [Checkbox] Split by shift number:
- [Checkbox] Use Shift Code Custom Field instead of Shift Number: If enabled the custom field info in field 8 instead of the shift number
- [Checkbox] Export hours for salaried individuals:
- [Checkbox] Group similar records:
- [Checkbox] Ignore Selected Job code Items during export: if enabled, will prompt user for list of job codes to ignore once hitting the process button.

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### File Format

This will be a **comma delimited**. The user will define the file name during the export. The file is capable of having multiple records per employee if more than one job code is selected.

### Sample Output

```
1001,7.0000,HCEJReg,12/06/2015,,N,,,EJCGL,,PROJECT,,,,  
1001,7.0000,HCEJReg,12/07/2015,,N,,,EJCGL,,PROJECT,,,,  
1001,7.0000,HCEJReg,12/08/2015,,N,,,EJCGL,,PROJECT,,,,  
1001,7.0000,HCEJReg,12/09/2015,,N,,,EJCGL,,PROJECT,,,,  
1001,7.0000,HCEJReg,12/10/2015,,N,,,EJCGL,,PROJECT,,,,  
1001,5.0000,HCEJReg,12/11/2015,,N,,,EJCGL,,PROJECT,,,,  
1001,2.0000,HCEJCOT,12/11/2015,,N,,,EJCGL,,PROJECT,,,,  
1001,7.0000,HCEJCOT,12/12/2015,,N,,,EJCGL,,PROJECT,,,,
```

### Authorization:

I am authorized by my company to release to Data Management Inc., the above specifications and certify that the resulting format specified above is complete and exhaustive regarding my needs. I understand that, in the event of my approval of the quote and of this specification, this custom Product will be written to strictly conform to the above specifications. Further, I understand that by signing below, I acknowledge that I am directing DMI to begin the development process, and that I will be obligated to pay the quoted amount. I certify that I am authorized to bind my company into this Agreement.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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