



**TimeClock Plus**<sup>®</sup>  
a better sense of time.™

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

**CONTRACT START DATE:** 9/29/2020 | 6:58 AM PD

## CLIENT INFORMATION

Bill To: Webb County	Contract Contact Name: Jorge Trevino
Billing Address: 1110 Washington St Ste 201 Laredo Texas 78040	Contract Contact Email: jorgelt@webbcountytexas.gov
Billing Contact Name: Business Office	Support Contact Name: Yenko Jimenez
Billing Contact Email: apinvoices@webbcountytexas.gov	Support Contact Email: yjimenez@webbcountytexas.gov
Billing Contact Phone: (956) 523-4090	Support Contact Phone: (956) 523-4883

## BILLING TERMS

INITIAL SERVICE TERM	BILLING CYCLE	PAYMENT TERMS	PAYMENT METHOD	START DAY OF WEEK
1 Year	Annually	Net 30	Net Terms / PO	Monday

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: <https://www.timeclockplus.com/terms/on-demand>

Data Processing Terms: <https://www.timeclockplus.com/terms/dpa>

Supplemental Support & Maintenance Terms: <https://www.timeclockplus.com/agreements/hardware-support> (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 maximum 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 thirty (30) 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**

**TimeClock Plus, LLC**

By:  \_\_\_\_\_

By: \_\_\_\_\_

Name: Tano E. Tijerina

Name: \_\_\_\_\_

Title: Webb County Judge

Title: \_\_\_\_\_

9/29/2020 | 6:58 AM PDT

DocuSign Envelope ID: 7316B9FE-810C-4CF2-91BF-2549F48BF01A  
 TimeClock Plus  
 PO Box 913377  
 Denver, CO 80291-3377  
 325 223-9500 fax: 325 223-9104  
 sales@timeclockplus.com

Invoice	Customer	Invoice Date	Tax Exempt Number
552749	70743	09/22/2020	74-6001587

BILL TO
Webb County Rafael Pena (956) 523-4069 1110 Washington St Ste 201 Laredo, TX 78040-4470

SHIP TO
Webb County Rafael Pena (956) 523-4069 1110 Washington St Ste 201 Laredo, TX 78040-4470

Rep	Entry	Method of Shipment	Method of Payment
RLINDSEY	JAMES	N/A	Net 30

Stock No.	Ordered	Shipped	Description	Unit Cost	Total
			Annual Employee Licensing (1st Year): (\$14,023.10)		
1025-1131	1		TimeClock Plus V7 OnDemand Professional Conversion	0.00	0.00
1025-12311	1610		TimeClock Plus Professional Annual Clockable Employee License	8.71	14,023.10
			Annual Hardware Support (1st Year): (\$11,007.00)		
1099-220	1		Hardware Support (10/09/2020-10/08/2021)	11,007.00	11,007.00
			One-Time Cost Activation and Module Package:		
1025-100	1		OnDemand Module Package	0.00	0.00
			<ul style="list-style-type: none"> <li>- Advanced Comp Time Tracking</li> <li>- AutoImport Module (Versions 5/6/7)</li> <li>- Benefits Status Monitor</li> <li>- Employee Access Builder (formerly CBEAB)</li> <li>- Floating Pay Period Module</li> <li>- Job Costing Module</li> <li>- LDAP Authentication Module (6.0 and 7.0)</li> <li>- MobileClock for Android and iOS (Unlimited Devices)</li> <li>- New World Systems (Export Module)</li> <li>- Quad Weekly Overtime Module (28 day base)</li> </ul>		
1030-381	1		Shift Differential	0.00	0.00
			Professional Services: Project Management, Implementation, and Training (		
800-814	8		Dedicated Support Services (Per hour)	199.00	1,592.00
			Year 2: \$14.00/EE + \$12,841.5 (HW Support) Year 3: \$18.60/EE + \$14,676.00 (HW Support) Year 4: \$22.00/EE + \$16,510.50 (HW Support) Year 5: \$28.80/EE + \$18,345.00 (HW Support)		

Customer Invoice  
 This is the ONLY invoice you will receive.



Subtotal: 26,622.10  
 S & H: 0.00  
 Total: 26,622.10