

TIME AND ATTENDANCE TERMS AND CONDITIONS OF USE (April, 2011)

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS FOR USE OF TIME AND ATTENDANCE SERVICES. BY ACCESSING THE TIME AND ATTENDANCE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE WITH THESE TERMS AND CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, DO NOT ACCESS OR USE THE TIME AND ATTENDANCE SERVICES.

These Terms and Conditions are among Paycor, Inc. ("Paycor"), Attendance on Demand, Inc., a Michigan corporation located at 23206 Commerce Drive, #100, Farmington Hills, MI 48335 ("AOD") and you ("Client"). Collectively, Paycor, AOD and Client are referred to as the "Parties". Collectively, Paycor and AOD are referred to as the "Service Providers".

1. Definitions. In these Terms and Conditions, the following terms shall have the following meanings:

A. "TIME AND ATTENDANCE Services" means the time and attendance and human-resource related services offered on this website.

B. "User Documentation" means all programming, and any processes, ideas, inventions, know-how, techniques, and other information generated with respect to the development of or otherwise related to the TIME AND ATTENDANCE Services, including all images, designs, photographs, writings, graphs, data, documentation, computer programs, inventions (whether or not patentable), pictures, audio, video, artistic works, and all works of authorship, including all worldwide rights in them under patent, copyright, trade secret, or other property right, created or developed by AOD or its licensor and all other materials related in any way to the TIME AND ATTENDANCE Services, except the name "Time on Demand" and its abbreviation, "TOD" which is the property of Paycor.

2. Use of TIME AND ATTENDANCE Services. With respect to Client's use of the TIME AND ATTENDANCE Services,

A. CLIENT UNDERSTANDS AND AGREES that the use of the TIME AND ATTENDANCE Services is entirely at Client's sole risk and that each payroll is generated at Client's own risk. If a particular payroll cannot be generated, Client agrees that, as a fallback procedure, Client shall repeat its most recent payroll.

B. CLIENT UNDERSTANDS AND AGREES THAT PAYCOR, AOD, AOD's LICENSOR AND ANY OTHER PARTY INVOLVED IN PROVIDING THE TIME AND ATTENDANCE Services OR USER DOCUMENTATION SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS, OR EXPENSE OF ANY KIND ARISING OUT OF OR RESULTING FROM CLIENT'S ACCESSING OR USE OF THIS WEBSITE OR THE TIME AND ATTENDANCE Services REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE. IN NO EVENT, INCLUDING, WITHOUT LIMITATION, FAULT OR NEGLIGENT ACTS, SHALL PAYCOR, AOD, AOD's LICENSOR OR ANY OTHER PARTY INVOLVED IN PROVIDING THIS WEBSITE, THE TIME AND ATTENDANCE Services OR THE USER DOCUMENTATION BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES [INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS, DAMAGES OR CORRUPTION OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, INABILITY TO USE THIS WEBSITE, THE TIME AND ATTENDANCE Services OR USER DOCUMENTATION OR INTERRUPTION OF BUSINESS], ARISING OUT OF OR IN ANY WAY RELATED TO CLIENT'S (i) ACCESSING OR USE OF THIS WEBSITE, THE TIME AND ATTENDANCE Services OR THE USER DOCUMENTATION OFFERED OR DISPLAYED ON THIS WEBSITE, OR (ii) USE OF, OR INABILITY TO USE, THIS WEBSITE GENERALLY, OR OTHERWISE IN CONNECTION WITH THESE TERMS AND CONDITIONS, REGARDLESS OF WHETHER PAYCOR, AOD, AOD's LICENSOR OR ANY OTHER PARTY INVOLVED IN PROVIDING THIS WEBSITE, THE TIME AND ATTENDANCE Services OR THE USER DOCUMENTATION HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CLIENT. PAYCOR, AOD AND AOD's LICENSOR DO NOT MONITOR OR EXERCISE CONTROL OVER THE CONTENT OR THE INFORMATION TRANSMITTED THROUGH THIS WEBSITE.

C. CLIENT UNDERSTANDS AND AGREES that If circumstances arise where Client is entitled to recover damages from Paycor or AOD, regardless of the basis on which Client is entitled to claim damages, whether under contract law, tort law or equity, Paycor and/or AOD shall be liable for payment of the lesser of (1) the amount of any actual direct damage; or (2) \$10,000.

D. CLIENT UNDERSTANDS AGREES that Paycor and/or AOD will not be liable for delays, damages, or failures in performance due to events of force majeure (causes beyond their respective reasonable control), including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, an inability to obtain necessary equipment or services,

the severing of off-site communication lines by a third party, or other events of *force majeure*.

E. CLIENT UNDERSTANDS AND AGREES (i) that Section X, Indemnification, of the Paycor Services Terms and Conditions are incorporated herein by this reference and are applicable in each and every respect to AOD and Paycor; and (ii) to indemnify, defend, and hold harmless AOD, its Licensor, its affiliates, agents, and employees from and against any and all claims and expenses, including reasonable attorney fees, arising out of or related in any way to Client's accessing or use of this website, the TIME AND ATTENDANCE Services and the User Documentation and/or Client's violation of these Terms and Conditions, any law or regulation, or any proprietary or privacy right.

3. AOD Responsibility. With respect to the responsibility of Paycor, AOD, AOD's licensor, affiliates, and their respective officers, directors, employees and agents, CLIENT UNDERSTANDS AND AGREES that they

A. DO NOT assume any responsibility for Client's accessing or use of this website or the TIME AND ATTENDANCE Services;

B. DO NOT guarantee the security of Client's use of or the operation of this website or the TIME AND ATTENDANCE Services;

C. DO NOT guarantee the prevention of third party disruptions or that there will be no transmission errors, disclosures, erasures, corruptions, losses, inaccuracies or security-breaches of data forwarded to this website or the data returned to Client;

D. DO NOT warrant (i) that this website will be uninterrupted or error-free; (ii) that all defects can be corrected; (iii) the results that may be obtained from the use of this website or the TIME AND ATTENDANCE Services; or (iv) the accuracy, completeness, reliability, security, or currency of the User Documentation;

E. DO NOT guarantee that the TIME AND ATTENDANCE Services will not contain errors, omissions, inaccuracies, or outdated information;

F. DO NOT warrant the reliability of any statement or other information displayed or distributed through this website or the TIME AND ATTENDANCE Services;

G. DO NOT guarantee the capacity or the performance of this website or the TIME AND ATTENDANCE Services;

H. DO NOT guarantee (i) that Client will be able to access the TIME AND ATTENDANCE Services at any particular time or during routine maintenance, service changes; (ii) that there will not be failures of third-party service or product providers; and (iii) that there will not be failures of Internet infrastructure, and disruptions caused by misuse or intentional acts of third parties;

I. DO NOT warranty the payroll or human relations department functions generated through this website; and

J. DO reserve the right, in their sole discretion, to correct any errors or omissions in any portion of the TIME AND ATTENDANCE Services or make any other changes to the TIME AND ATTENDANCE Services or User Documentation or other charges at any time without notice.

4. Client Responsibility. With respect to Client's use of the TIME AND ATTENDANCE Services, CLIENT UNDERSTANDS AND AGREES that

A. Client shall strictly comply with all international, national, state and local laws and regulations applicable to Client's use of the TIME AND ATTENDANCE Services. Service Providers make no representation that the TIME AND ATTENDANCE Services are appropriate or available for use outside the United States. If Client accesses this website from outside the United States, Client will be responsible for compliance with all applicable local laws and regulations.

B. Client acknowledges that anyone who has access to Client's user identification and password can gain access to this website and Client agrees that Client will maintain security practices standard to the industry in which Client is engaged to protect access to this website.

C. Client shall use the TIME AND ATTENDANCE Services only in conformance with the User Documentation located on this website .

D. at Client's sole cost, to be solely responsible for
i. Selection of the TIME AND ATTENDANCE Services to achieve Client's intended result and determination of whether the TIME AND ATTENDANCE Services will meet Client's performance needs;

ii. The accuracy and content of any information Client provides to and full cooperation with the Service Providers;

iii. Any loss of data, programs, breaches of security, viruses, and disabling or harmful devices that Client may download or otherwise experience as a result of Client's use of this website or the TIME AND ATTENDANCE Services;

iv. Obtaining the maintenance, training, service and support necessary from the Service Providers to utilize this website and the TIME AND ATTENDANCE Services properly;

v. Having properly functioning Internet Explorer software and an internet connection with sufficient speed and available bandwidth to support payroll and supervisory activities;

vi. Performing no act which would prevent Client's equipment from communicating with the TIME AND ATTENDANCE Services;

vii. Returning leased equipment in the same condition the equipment was in when it was leased, reasonable wear and tear excepted and shall be responsible for replacement of leased equipment that is damaged, lost or stolen; and

viii. Providing the Service Providers with complete information; if any of Client's information changes or is supplemented after Client agrees to these Terms and Conditions, Client shall provide the changes or supplements to the Service Providers within fifteen (15) days; if any additional information is required, Client shall provide such information within fifteen (15) days after the request for same. SERVICE PROVIDERS RECOMMEND THAT THE DATA CLIENT GIVES TO THEM NOT INCLUDE EMPLOYEE SOCIAL SECURITY NUMBERS OR CREDIT CARD NUMBERS ("PERSONAL DATA"). CLIENT AGREES THAT IF PERSONAL DATA IS INCLUDED IN THE DATA GIVEN TO SERVICE PROVIDERS, IT SHALL BE DISCLOSED AT CLIENT'S SOLE RISK. IF THE PERSONAL DATA IS COMPROMISED IN SUCH A WAY THAT ONE OR MORE EMPLOYEES ARE INJURED, CLIENT AGREES THAT IT SHALL INDEMNIFY PAYCOR, AOD AND AOD'S LICENSOR FOR ANY AND ALL DAMAGES THEY SUFFER, INCLUDING REASONABLE ATTORNEY FEES AND LEGAL COSTS, AS A RESULT OF THE PERSONAL DATA BEING COMPROMISED.

In addition, see Section IX, Security and Confidentiality, of Paycor's Service Terms and Conditions which are incorporated herein by this reference and are applicable in each and every respect to AOD and Paycor.

5. Fees for TIME AND ATTENDANCE Services. See Section IV, Service Fees, of the Paycor Service Terms and Conditions which are incorporated herein by this reference and are applicable in each and every respect to AOD and Paycor.

6. Term and Termination. See Section VII, Term and Termination, of the Paycor Service Terms and Conditions which are incorporated herein by this reference and are applicable in each and every respect to AOD.

7. Limitation of Warranty. With respect to the TIME AND ATTENDANCE Services, CLIENT UNDERSTANDS AND AGREES THAT THE TIME AND ATTENDANCE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE TIME AND ATTENDANCE SERVICES OR THE USER DOCUMENTATION ON THIS WEBSITE. AOD EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO THE USER DOCUMENTATION AND TIME AND ATTENDANCE SERVICES OFFERED ON THIS WEBSITE OR CLIENT'S USE OF THIS WEBSITE GENERALLY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY OF INFORMATION, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW APPLIES TO THESE TERMS AND CONDITIONS.

8. Ownership/Agency. CLIENT UNDERSTANDS AND AGREES that the names "Time on Demand" and its abbreviation "TOD" is the property of Paycor. The technology underlying the TIME AND ATTENDANCE Services and the User Documentation are owned by AOD or its licensor and there is no intention to convey any rights or licenses to Client based upon these Terms and Conditions. With respect to the sale of the TIME AND ATTENDANCE Services to Client, Paycor is acting as AOD's agent. The User Documentation is protected by copyrights, trademarks, trade secrets, or other proprietary rights. Permission is granted to use the TIME AND ATTENDANCE Services and User Documentation solely for the authorized uses described above. Furthermore, there is no agreement for AOD or its licensor to provide a license or sublicense to Client for any software. Client is not granted any express or implied right in or under any patents, trademarks, copyrights, or trade secret information or in any goodwill associated with the TIME AND ATTENDANCE Services or the User Documentation. Client shall do nothing to infringe, impeach or lessen the validity of the TIME AND ATTENDANCE Services or the User Documentation. Client agrees to protect, defend, indemnify and save Paycor, AOD and its licensor from any and all expenses, attorneys' fees, claims, demands, or causes of action arising out of any claim of patent infringement arising out of Client's improper use of the TIME AND ATTENDANCE Services or User Documentation. Further, see Section VII, Intellectual

Property, of the Paycor Service Terms and Conditions which are incorporated herein by this reference and are applicable in each and every respect to AOD and Paycor.

9. Limitations on Claim. Any cause of action Client may have with respect to Client's use of the TIME AND ATTENDANCE Services or the User Documentation must be commenced within one (1) year after the claim or cause of action arises.

10. Applicable Law, Jurisdiction and Attorney Fees. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Michigan, USA, without reference to Michigan's conflict-of-law provisions. Client agrees to submit to the personal and exclusive jurisdiction of the federal courts of the State of Michigan located in Wayne County, Michigan or the state court of the State of Michigan located in Oakland County, Michigan for any disputes arising out of Client's accessing or use of this website or the TIME AND ATTENDANCE Services or User Documentation. The prevailing Party in any dispute resolved through judicial remedy shall be reimbursed by the losing Party for all cost and expenses incurred by the prevailing Party, including reasonable attorney fees through trial, appeal and collection.

11. Modification to and Controlling Terms and Conditions. AOD may revise these Terms and Conditions at any time and Client agrees to be bound by the revised Terms and Conditions. Any such modifications will become effective on the date they are first posted to this website. It is Client's responsibility to return to these Terms and Conditions from time to time to review the most current terms and conditions. AOD does not and will not assume any obligation to notify Client of changes to these Terms and Conditions. If any of these Terms and Conditions is contradicted by Paycor's Terms and Conditions of Use of Services or of its website, these Terms and Conditions take precedence and control.

12. Electronic Signatures and Electronic Communications. The parties agree that signatures on these Terms and Conditions may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to these Terms and Conditions. Client agrees to be bound by any affirmation, assent, or other form of consent that Client transmits through this website, to, but not limited to, modifications to this and any consent Client gives to receive communications from AOD solely through electronic transmission.

13. Successors and Parties in Interest. These Terms and Conditions shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and permissible assigns. Nothing in these Terms and Conditions shall be construed to benefit any third party, nor is it intended that any provision shall be for the benefit of any third party. Also, see Section XI. D, Assignment, of Paycor Service Terms and Conditions which are incorporated herein by this reference and are applicable in each and every respect to AOD and Paycor.

14. Captions, Headings, Presumption. The headings and captions in these Terms and Conditions are included as a matter of convenience and shall not be construed as a substantive part of these Terms and Conditions. No provision of these Terms and Conditions are to be interpreted for or against any Party because that Party or its legal representative drafted the provision.

15. General Understandings, Good Faith, Cooperation, and Due Diligence. Each Party represents that, in entering into these Terms and Conditions, (i) it has read and understands these Terms and Conditions; (ii) it is not relying on any representation not contained or referenced in these Terms and Conditions; and (iii) no promise or inducement not expressed stated in these Terms and Conditions has been made to any of the Parties. Each Party covenants to the other Party that it will act in good faith, act with due diligence, and provide its complete cooperation in carrying out the purposes and intent of these Terms and Conditions. Said covenants are mutual and dependent.

16. Waiver. See Section XI. F, Waiver, of Paycor's Service Terms and Conditions which are incorporated herein by this reference and are applicable in each and every respect to AOD and Paycor.

17. Survival. The following Sections of these Terms and Conditions shall survive termination of these Terms and Conditions for any reason: Section 2, Section 5 and Sections 7 through 10.

18. Entire Agreement. These Terms and Conditions constitute the entire agreement between the Parties with respect to the TIME AND ATTENDANCE Services, and it supersedes all prior or contemporaneous communications and proposals, whether

electronic, oral, or written. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Also, see Section XI. C, Severability, of Paycor's Service Terms and Conditions which are incorporated herein by this reference and are applicable in each and every respect to AOD and Paycor.