tcp™   Schedule*e*Anywhere®

ScheduleAnywhere License Agreement

This Software License Agreement ("**Agreement**") is entered into as of 07/09/2022 ("**Effective Date**"), by and between TimeClock Plus, LLC, a Delaware limited liability company with its principal place of business located at 1 Time Clock Drive, San Angelo, TX 76904 ("**TCP**") and Customer. This Agreement supersedes all prior agreements and understandings (whether written or oral) between TCP and Customer with respect to the subject matter hereof.

Company Name ("**Customer**"): Ashland City Police
Street Address: 233 Tennessee Waltz Parkway
City: Ashland City   State: TN   ZIP Code: 37015   Country: USA

> **CUSTOMER SHALL NOT ALTER OR AMEND THIS AGREEMENT IN ANY MANNER WITHOUT WRITTEN CONSENT OF TCP. ANY ALTERATIONS OR AMENDMENTS WITHOUT SUCH CONSENT WILL VOID THIS AGREEMENT AND LICENSE TO USE THE SOFTWARE.**

Under this Agreement, Customer agrees to purchase a license to access a web-based, employee scheduling service from TCP called ScheduleAnywhere ("**ScheduleAnywhere**"), which is hosted by TCP and located at https://www.scheduleanywhere.com/.

Therefore, the parties agree as follows:

1. Term
    The initial term of this Agreement shall begin on the Effective Date and will continue through the date below. After the initial term, this Agreement will have automatic one (1) year renewal periods thereafter, unless either party prior to such renewal anniversary date exercises a 30-day written notice of termination.

    Date (the "**Term**"): 07/08/2023

2. License Fees & Taxes
    During the Term, Customer is licensed to use ScheduleAnywhere for the following number of employees at the fees listed below:

    Number of Active Employees (Maximum): 25
    Annual License Fee: $1,050.00 ($3.50 per employee per mo.)
    Annual License Fee for Each Additional Active Employee over Maximum: $42.00 ($3.50 per mo.)

    The above fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on TCP's net income. If TCP has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides TCP with a valid tax exemption certificate authorized by the appropriate taxing authority.

3. Training
    TCP uses an online "train-the-trainer" method. Customer is responsible for identifying key personnel who will receive online ScheduleAnywhere training. Training sessions will be conducted using the GoToMeeting service, and offered during normal TCP office hours, which are 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday (except major U.S. holidays). Training is available at the hourly cost listed below. TCP and Customer will agree upon a training schedule.

    Online Training Cost per Hour: $150.00

4. Upgrades & Support
    All upgrades are included in the cost of ScheduleAnywhere and are automatically uploaded to the

ScheduleAnywhere server. Whenever the Customer accesses ScheduleAnywhere, the Customer will be using the latest version of TCP's ScheduleAnywhere scheduling software. TCP will provide unlimited telephone and e-mail support to a designated single point of contact designated by Customer. TCP technical support hours are 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday (except major U.S. holidays).

5. Employee Import
   If an import of employees is requested by Customer, TCP and Customer will agree on a timeline for a one-time import of employees. TCP can import employee names, positions, contact info, etc. into ScheduleAnywhere. TCP will provide Customer with the required format for importing. The cost for the optional import is based upon the number of employees imported.

6. Terms of Service
   Customer agrees to use ScheduleAnywhere in accordance with the terms of service located at https://www.scheduleanywhere.com/site/terms.aspx.

7. Payment Terms
   All Customer invoices will be paid according to the payment terms below. Payments to TCP must be made in U.S. dollars by check, credit card or by wire. If Customer chooses to pay by credit card, it must provide TCP valid credit card information. TCP will charge Customer's credit card the amount set forth in Section 2. If for some reason TCP is unable to charge Customer's credit card, Customer is still liable for any and all charges incurred and must pay TCP the amount due.

   Payment Terms: Net 30

   SHOULD CUSTOMER NOT REMIT PAYMENTS TO TCP IN ACCORDANCE WITH THIS AGREEMENT, TCP, AT ITS SOLE DISCRETION, MAY TERMINATE CUSTOMER'S ACCESS TO SCHEDULEANYWHERE UNTIL PAYMENT HAS BEEN RECEIVED.

8. Billing Contact Information
   If billing contact is different than the person executing this Agreement, complete the required information below. Otherwise, TCP will submit invoices to the person executing this Agreement.

   Billing Contact Name:
   Billing Contact Address:
   Billing Contact Phone Number:
   Billing Contact Email:
   Purchase Order Number:
   Submit PDF Invoice to A/P Email:

9. Late Fees
   In the event Customer does not pay an invoice or bill within the terms specified in Section 7, TCP reserves the right to assess a service charge of 18% per annum (or 1.5% per month) to cover administrative costs resulting from non-payment of services.

IN WITNESS WHEREOF, the authorized representatives hereto have executed this Agreement as of the Effective Date.

TCP: TimeClock Plus, LLC   Customer: Ashland City Police

Signed: Signed:

Name: Derek McIntyre   Name:
Title: COO   Title: