



powered by Qquest software systems

PO Box 57728 · Salt Lake City, Utah · 84157  
1-800-733-8839 Ext. 2345

### Subscription Agreement

This Subscription Agreement (the "Agreement") is between Qquest ("Qquest") and the undersigned Subscriber. Qquest provides Internet access to Timeforce software application via its website at www.timeforcelite.com (the "Website"), referred to as the "Service".

- The fees to be paid by Subscriber include the following:

Description	QTY	Amount
Initial Set-up Fee	1	\$50.00
Time Clock Lease	0	n/a
Monthly licenses and support fee of \$50 per month, payable by the 10th each month. Minimum 1 year enrollment from effective date. Monthly fee is based upon 30 users.	1	\$50.00
Additional users above the standard 30 users is \$2 per user	0	\$0

- Terms of payment:  
Initial fees and monthly fee for the first month are payable upon signature of this Agreement. Subsequent monthly fees are payable during the last week of the preceding month.

Billing Information:

Billing Frequency:

Purchase Order #: \_\_\_\_\_  
Annually:

Monthly  Quarterly:

(if required)

\*Payment Type:

Billing Address (if different):

Electronic Funds Transfer (EFT):\*

Billing Contact: Heather Herald

Credit Card\*:

Telephone: 302-998-2215

\*Please fill-out Exhibit 1

E-mail: hsimpers@townofelsmere.com

By signing below the parties agree to the foregoing and to the attached Terms and Conditions and Exhibits. (effective as of date signed on page 4)

**Qquest Software Systems, Inc.**

**(Subscriber)**

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

By: [Signature]

Print Name: Tyler Allen

Print Name: John S. Giles Jr.

Title: Small Business Manager

Title: Town Manager, Town of Elsmere

Address: 9350 S 150 E – Suite 300  
Sandy, Utah 84070

Address: 11 Poplar Avenue  
Wilmington, DE 19805

Phone: 1-800-733-8839 Ext 2345

Phone: 302-998-2215

## TERMS AND CONDITIONS

In consideration of the mutual promises set out in this Agreement, Qqest and Subscriber agree as follows:

1. Access to Software and Materials. As a Subscriber, you will have access to the Website, the software on such Website ("Software") and related materials made available as part of the Service by Qqest. Qqest grants you a non-exclusive, non-transferable license and lease, during the term of this Agreement, to use the Service for your own internal business purposes. You acknowledge and agree that the Website, Software and materials that are made available as part of the Service may be updated and changed from time to time, in Qqest's sole discretion.

2. Fees Payable by Subscriber. Subscriber will pay the fees listed on the initial page of this Agreement. Subscriber is responsible for any applicable taxes associated with the Service. Failure to pay may result in suspension of your account until payment is made. If you enroll in the service using a credit card, you certify to Qqest that you are the cardholder or that you are expressly authorized by the cardholder to enroll in the Service. After the first year of this Agreement, Qqest may modify its fees, provided that any increase shall not exceed 10% over the previous year's fees. Monthly fees shall be due by the Tenth (10th) day of each month in which services are provided. Any amounts not paid when due shall be subject to interest at the rate of 1.5% per month or the highest rate permitted by law, whichever is less.

3. Support. Qqest will provide you with telephone-based and web site-based technical support services to assist you in utilizing the Service, during Qqest's regular business hours, in accordance with its standard support policies. Qqest shall make reasonable, good faith efforts to respond technical support requests and to correct errors within a reasonable time.

### 4. Term of Agreement.

4.1 Term and Termination. The initial term of this Agreement is one (1) year from the Effective Date. If neither party gives notice of non-renewal at least sixty (60) days before the end of the initial term or any succeeding term, this Agreement shall automatically renew for additional one (1) year terms. Either party may terminate this Agreement if the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after the receipt of written notice of such breach from the other party.

4.2 Effect of Termination. Upon termination of this Agreement for any reason, Qqest shall discontinue providing the Service to Subscriber. Each party shall promptly return to the other party or destroy all Confidential Information of the other party. Subscriber shall pay to Qqest all outstanding fees and amounts owed within thirty (30) days of the date of termination. In addition to where it is so stated, it is agreed that Sections 2, 4.2, 5, 8, 9, 10 and 13 shall survive termination of this Agreement.

5. Subscriber's Representations and Warranties. You represent and warrant to Qqest that:

(a) You have full power and authority to enter into this Agreement and make the agreements specified herein.

(b) Any data, information or materials you place on the Website or use in connection with the Service ("Subscriber Materials") do not and will not contain any libelous or unlawful material or any materials or instructions that may cause harm or injury, and do not and will not violate any person's right of privacy or copyright, trademark, or other intellectual property rights.

(c) You will not sublicense its rights or to allow any third parties to use or access the Service in a "service bureau" mode.

(d) You will not reverse engineer, disassemble, decompile or otherwise attempt to derive source code, trade secrets, programming methods or Confidential Information (as defined in Section 9) from the Website.

You agree to indemnify Qqest against any actions, proceedings, liabilities, damages, costs, and expenses (including attorneys' fees) that Qqest may incur or suffer in connection with any of your Subscriber Materials or by reason of the breach of any of your warranties and representations under this Agreement.

6. Shared Resources. Excessive use or abuse of shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner that impairs network performance is prohibited and may result in termination of your account.

7. Use of Website and Materials. Except as otherwise indicated on the Website, you may view, print, and copy any working files and documents produced by the Software for your business, software help files and similar documents made available by Qqest on the Website, solely for your own informational and internal business purposes. Qqest reserves the right to revoke its consent at any time. The documents and information permitted to be copied as specified above do not include the layout or design of the Website or any Qqest logos or graphics. Except as specifically permitted herein, no portion of the information on the Website may be copied without prior written permission from Qqest. If you decide to access or use any third party web sites linked to the Website, you do this entirely at your own risk.

8. Ownership. Qqest owns all right, title and interest in and to the Website and its contents, including the Software and documentation, Qqest's trademarks, and all intellectual property rights in the foregoing (excluding portions of the Service provided by third party licensors). The Software and accompanying documentation and materials on the Website may be used only for the purposes described in this Agreement. You may not copy, download, modify or distribute the Software or other Website content in any way, except as permitted by this Agreement or with Qqest's express written permission. Any rights not expressly granted herein are reserved by Qqest.

**9. Confidential Information.** "Confidential Information" means Qquest's pricing, data and information provided by Subscriber and its users in connection with using the Service, either party's non-public business and technology information, trade secrets, any written materials marked as confidential and any other information which reasonably should be understood to be confidential. Confidential Information excludes information that (a) is or becomes generally available to the public without fault of the receiving party; (b) was rightfully in the receiving party's possession prior to its disclosure by the other party; (c) is independently developed without the use of any Confidential Information of the disclosing party; or (d) is obtained without obligation of confidentiality from a third party who has the right to disclose it. The receiving party shall not disclose Confidential Information to any person (other than employees and independent contractors with a need to know such information) or use it for any purpose, except as expressly permitted by this Agreement. The receiving party shall give Confidential Information at least the same level of protection as it gives its own information of similar sensitivity, but not less than a reasonable level of protection. All confidentiality obligations shall survive termination of this Agreement.

**10. Warranties and Disclaimers.** Except as expressly set forth herein, the Software, Website and Service are provided "AS IS". QQUEST MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Qquest does not warrant that the Service, Website or Software are entirely error-free. IN NO EVENT SHALL QQUEST BE LIABLE FOR LOST PROFITS, LOST DATA, INTERRUPTIONS OF BUSINESS, OR ANY INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER QQUEST HAS NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE. QQUEST'S TOTAL LIABILITY FOR ANY

CLAIM OR DAMAGE ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE FEES YOU HAVE PAID DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM. The above limitations may be superseded by law in some jurisdictions.

**11. Feedback and User Information.** Any feedback, information or other communications you transmit or post to the Website will be considered non-confidential and non-proprietary communications, except credit card numbers and except as otherwise stated in Qquest's Privacy Policy. Any press releases or other public statement regarding this Agreement may be made only with the other party's consent, which shall not be unreasonably withheld. However, Qquest is permitted to include Subscriber on customer lists that may be provided to potential customers and other third parties.

**12. Applicable Laws.** This Agreement is governed by the laws of Utah (excluding conflicts of laws provisions). Qquest makes no representation that software, documents, graphics and other information in the Website ("Materials") are appropriate or available for use outside of the U.S.A., and access to them from territories where their content is illegal is prohibited. Those who choose to access the Website from other locations are responsible for compliance with local laws. You may not use or export the Materials in violation of U.S. export laws and regulations.

**13. General.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto. This Agreement may not be amended except by a writing signed by authorized representatives of both parties. If any term of this Agreement is found void or unenforceable, all other terms shall remain in full force and effect. You may not assign this Agreement without Qquest's prior written consent, which will not be unreasonably withheld.