

Article 9 – Service Fees

9.1 Offer Term: This agreement is in affect as of the signature date below and is good until modified, updated, or revoked in writing by either party.

9.2 Canceling Service: Unless agreed upon otherwise, services can be canceled at any time and for any reason.

9.3 Invoicing: Unless agreed upon otherwise, invoices are issued at the start of each month for service performed in the prior month. Per employee costs are per active employee (non-terminated) during the month.

9.4 Inflation: To maintain the agreed upon value for services, ABC will make annual adjustments to its service fees in accordance with inflationary rates as published by the U.S. Bureau of Labor Statistics (BLS). Any other adjustments to service fee rates will be notified in writing to the customer at least 30 days in advance.

9.5 Shipping: For shipping costs billed to ABC in behalf of its customer, ABC reserves the right to pass this cost on to the customer and to adjust such costs from time to time and without notice to match the contemporary rates from FedEx and other couriers then in affect.

-) Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
-) Customer's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
-) Customer's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
-) Customer's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
-) Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products;
-) Customer's repair, attempted repair or modification of the Products.

Article 8 – Time Clock Rentals

- .1 Rental Term: Products/Equipment shall be rented on a month-to-month basis.
- .2 Delivery: Client shall bear all risk of loss or damage while the Product(s) are in transit. Client shall insure the Product(s) for an amount equal to the replacement value of the Product(s) for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Product(s) shall relieve Client from its obligations with respect to such Product(s) under this Agreement.
- .2 Location/Replacement: Client shall not make any alterations to rented time clocks and shall not remove them from the place of original installation without ABC's prior written consent. ABC reserves the right, at its sole discretion and at no additional cost to Client, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.
- .3 Ownership: All Equipment shall remain the property of Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding their attachment to other equipment or real property. Client shall not sell or otherwise encumber the Equipment.
- .4 Equipment Support: As needed, Kronos will send a replacement for Equipment rented on an advance exchange basis. When ABC (or Client as the case may be) receives replacement Equipment, ABC shall return the defective unit to Kronos for repair. The cost of such support service shall be included in the rental fees for the Equipment, as long as defects of Product were not caused by vandalism.
- .5 Return Of Equipment: Upon termination of the Equipment rental for any reason, Client agrees to disconnect, crate and return the Equipment to Kronos within thirty (30) days of such termination at Client's expense. Equipment will be returned to Company in the same condition as and when received, reasonable wear and tear excepted. If Client fails to return Equipment within this time period, ABC shall invoice Partner for the then list price of the Equipment.

Article 7 – Time Clock Purchases

1 Standard Maintenance Coverage: The purchase of any Kronos InTouch terminal and/or a Kronos Touch biometric reader (hereafter “Products”) requires the purchase of the Standard Maintenance Coverage (SMC) for both items for the first year of purchase. Included with the purchase of a Kronos InTouch terminal and/or biometric reader will be a “warranty grace period” of 90-days upon purchase – this allows clocks to be ordered and receive this grace period to in turn be sold to your respective clientele. The first year of purchase will grant the time clock/biometric reader in question a 1-year, 3-month warranty.

2 Depot Exchange Service: The premium hardware service option is included under the Standard Maintenance Coverage (SMC). Kronos will ship a replacement unit (clock or biometric reader) on an advance exchange basis by next-business day delivery where available if request is received prior to 10:00pEST same business day. Upon receipt of replacement, Client sends the terminal needing service back to the Kronos Equipment Services Center, using the pre-paid shipping label included in the replacement unit’s package once received. Do NOT include the replacement of consumables (i.e. power supply, badges, etc.). In addition, Depot Support Services do NOT include the repair of damages and Customer will not attempt to return damaged product resulting from:

- Client’s failure to continually provide a suitable installation environment (as indicated in Kronos’ published installation guides) including but not limited to adequate electrical power
- Customer’s improper use, relocation, packaging, refinishing, management or supervision of the product(s) or other failure to use Products in accordance with Kronos’ published specifications
- Customer’s use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos
- Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products
- Customer’s repair, attempted repair or modification of the Products

4 Depot Repair Service: If experience technical problems with Products or Equipment, contact Kronos to troubleshoot the problem. If unable to resolve the issue, you will be issued a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair. Upon receipt of the product, Kronos shall repair the product within ten (10) business days and return to you by regular surface transportation. Client will be charged Kronos' current time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested. Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Customer will not attempt to return damaged Product, resulting from:

Article 5

5.1 Government Notices: Client agrees to forward all government notices to ABC upon reception, including deposit frequency notices, tax rate notices, payment method notices, and penalty notices. ABC shall not be liable for Client's failure to properly inform ABC with this information which could result in late fees or penalties, private or public. In the instance that government penalties are applied to Client, Client agrees to immediately notify ABC of the penalty and provide ABC a copy of the notice. If ABC is found to be at fault and cause of the penalty, ABC agrees to compensate Client in full, or in part depending upon the degree of fault. ABC shall not be liable for subsequent late fees or penalties incurred due to Client's failure to notify ABC of the original penalty notice. If Client is found to be at fault, Client agrees to compensate ABC for any special work necessary to rectify the complication with the government including quarterly or annual return reprints or corrections and time costs associated with research and information gathering.

Article 6

6.1 Consulting Services: If elected, ABC can provide consulting services (hereafter "Services") to the Client. ABC agrees that the work products from the Services provided to the Client hereunder, shall be owned by the Client. Nothing contained in this Section shall be construed as prohibiting ABC utilizing in any manner, knowledge and experience of a general nature acquired in the performance of Services for the Client. Confidential information includes all information identified by a disclosing party as proprietary and confidential, which Confidential Information shall remain the sole property of the disclosing party unless the ownership of such Confidential Information is otherwise expressly set forth in this Agreement. Items will not be considered Confidential Information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the Confidential Information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records. Each party agrees that it shall not use for any purpose or disclose to any third party any Confidential Information of the other party without the express written consent of the other party. Each party agrees to safeguard the Confidential Information of the other party against use or disclosure other than as authorized by or pursuant to this Agreement through measures, and exercising a degree of care, which are at least as protective as those, ABC or the Client, in the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but not less than a reasonable degree of care under the circumstances. Each party shall permit access to the Confidential Information of the other party only to those individuals (a) who have entered into a written nondisclosure agreement with the other party on terms equally as restrictive as those set forth herein, and (b) who require access in performance of their duties to the other party in connection with the other party's rights under this Agreement.

Article 3

3.1 Direct Deposit: If Client elects to pay its employees' wages via direct deposit, Client agrees to enroll itself and each employee into the service by completing the appropriate authorization forms provided by ABC. Direct deposit services are provided in accordance with the limitations and restrictions of the National Automated Clearing House Association (NACHA) to which the Client agrees. Client understands that all bank account information provided will be verified for accuracy and can take up to 16 days before direct deposit services become active to or from a bank account. Client understands that employees will receive alternative methods of payment of wages until direct deposit becomes active. Drawdown wires may be required in lieu of ACH for direct deposit if the Client's total tax and direct deposit liability crosses \$100,000 or if the Client has two or more instances of insufficient funds. Once active, ABC agrees to directly deposit said wages within three banking days from the business day payroll was submitted to ABC. Client is fully responsible for date specific deposits. ABC shall not be able for late or erroneous deposits, overdraft, or late fees caused by Client error resulting from a late deposit caused by Client. Client agrees to have sufficient funds in their bank account to cover direct deposit at the time payroll processing is requested. Client agrees to notify ABC immediately if it is discovered that there were or will be insufficient funds to cover direct deposit for any given payroll. Client also agrees to pay any and all bank fees associated with an insufficient funds notification. ABC reserves the right to terminate this service at any time for any reason.

Article 4

4.1 Delivery: If Client elects for next day guaranteed shipping, ABC agrees to process and ship Client's payroll the same business day if payroll is submitted prior to the daily deadline described above. Client is responsible to contact ABC if the delivery is not received by the next day. Client must contact ABC for special delivery requests such as Saturday delivery and pay any additional shipping fees associated with said requests. If Client elects for U.S. First class mail for shipping, ABC agrees to process and ship Client's payroll the same business day if it is received before the daily deadline described above. Client is responsible to contact ABC if the delivery is not received prior to the check date of the payroll or within three days of processing, whichever is first. ABC shall not be liable for late fees, penalties, and interest resulting from a late or failed delivery caused by late submissions or circumstances outside its control. If Client elects to have payroll information faxed or e-mailed to them, and a fax or e-mail is not received within one business day after requesting payroll, Client is responsible to contact ABC.

.2 New Account Setup: Client agrees to supply ABC with all pertinent information required to set up a proper account including gathering documents, the Client's contact information, tax identification numbers, tax rates, deposit schedules, time off policies, service options, authorization forms, time keeping preferences, benefit plans, and worker data. Worker data may include but is not limited to: contact information, tax settings, benefits, deductions, direct deposit authorizations, and historical wage, hour, and tax totals. ABC shall not be liable for the Client's failure to provide accurate or complete information.

.3 Periodic Payroll Submission: If Client elects to submit payroll to ABC for processing, Client agrees to do so at the end of each pay period by either fax, email, or the ABC system. Client agrees to make said requests and data submissions prior to 1:00 PM for fax or email users and 3:00 PM for ABC users on any given business day for same day processing and shipping. ABC shall not be liable for Client's failure to meet this deadline. At the time of payroll submission, Client agrees to have sufficient funds in their bank account to cover the total cost of payroll and related fees, including net checks, direct deposit, taxes, third party payments, fees, etc. Client shall be fully liable for all fees and costs resulting from insufficient funds levied by financial institutions, governments, ABC, employees, and all others involved. Requests for payroll must include the pay period end date and pay period check date for proper processing. ABC shall not be liable if the Client incorrectly dates the payroll, back dates the payroll, or provides incorrect or incomplete information.

Article 2

.1 Tax Payments: ABC agrees to electronically collect and pay the taxes associated with payroll to the associated government agency within the United States. ABC also agrees to file the associated tax returns. The Client understands that payroll taxes may be collected via ACH or Drawdown Wire as early as the processing date of payroll. For timely payrolls, taxes are collected or paid no later than the tax due date. Drawdown wires may be required if the Client's total payroll liability crosses \$100,000 or if the Client has two or more instances of insufficient funds. Client agrees to complete IRS form 8655 and provide ABC a copy prior to the use of said service. The Client also agrees to provide proper banking information necessary to transmit payroll tax payments including account type, and ABA routing and account numbers. Upon receipt, ABC will enroll the Client into the IRS EFTPS system and/or Payroll Tax Management (PTM) system for tax paying and return filing. Client understands extra costs may be incurred if requests are made to modify pending tax payments. ABC shall not be liable for the Client's failure to provide accurate or complete payroll information in a timely manner and is not liable for insufficient funds in the Client's bank account which may incur late fees or penalties from various collection agencies, private or public. In case of insufficient funds to PTM the Client will need to immediately wire the amount owed to cover the shortage and any related fees.

Service Agreement

Article 1

1.1 General Terms: This Service Agreement (hereafter "Agreement") is entered into between an independently owned and operated Automatic Business Computing, LLC office (hereafter "ABC") and the Client identified at the bottom of this Agreement. ABC agrees to provide software tools and/or processing services to the Client in accordance with industry standards. ABC shall be responsible only for correct errors which are due to the negligence of ABC's employees, operations, or agents. ABC's liability with respect to this Agreement is limited to the remittance to the appropriate payees of funds held on behalf of the Client or other correction of any error due to its own negligence. ABC shall not be liable for failure to provide the services herein if due to causes or conditions beyond its control.

Client agrees to remain responsible for any obligation imposed on Client by law to maintain records regarding Client's business or employees or contractors. Client further agrees to provide complete, accurate and timely information as necessary to the performance by ABC of services under this agreement and to verify or correct such information as appropriate, on a timely basis. Client also agrees and understands it is the Client's obligation to perform due diligence in checking all reports and related documents for accuracy immediately. The accuracy and integrity of the service ABC can provide is limited by the nature of information the Client provides. Therefore, ABC cannot be held liable for Client errors, wage and hour violations, sex discrimination, or other employment practices or policies, which may violate the law. If the data submitted by the Client for processing is incorrect, incomplete, late, or not in proper form, then the Client agrees to pay ABC its standard rate then in effect for any additional work performed to correct such data for processing. ABC does not provide professional legal advice, counsel, or consultation. Nor does ABC provide professional business management advice or counsel. Client is responsible to consult appropriate professionals for such advice.

Client agrees to pay ABC fees, which will be charged to Client's account, which are subject to change at ABC's sole discretion, on written notice. Bills will be due in full on the 15th of the month following services. Overdue accounts may result in the termination of services. ABC reserves the right to withhold any payments provided pursuant to this Agreement and any or all work in process or records in its possession in the event of Client's failure to make any payments hereunder.

SALES AGREEMENT

ABC

WORKFORCE

Est: 1980

ITEM NAME

FEE

Additional States	\$40 MO.
Quickbooks Integration	\$60 MO.
Retirement Integration	\$60 MO.
Workers Comp Integration	\$30 MO.
NSF	\$100
Bank Account Change	\$30
Workers Comp Audit Assistance	\$100
Prior Quarter Correction	\$100
Late Payroll with Impounding	\$60
Cancel Tax Payment	\$40
Manually Remit Tax Payment	\$50
Benefit Administration	\$4000 Plus
(PlanSource)	\$5 PEPM

SIGNATURE:

DATE:

SALES AGREEMENT

AGREEMENT TO:

Indian Valley Community
Services District

DATE:

2/5/25

ITEM NAME

COST

Core Payroll

\$100 Plus \$9 PEPM

Time & Labor Management

\$30 Plus \$7 PEPM

HRIS

\$30 Plus \$5PEPM

W2's

\$7 PEPY

based on current 10 employees

EMPLOYEE COUNT: 10

MONTHLY TOTAL: \$370

SET-UP FEE: \$250