

17-R-6



1400 Atwater Drive Malvern, PA 19355

VeriTime Customer Agreement

PRPUS24954561384786

03/14/2016

P: 610-722-9745 | F: 888-492-0337

Customer: Agreement Details:

Township of Union Public School District
2369 Morris Ave
Union NJ 07083

Contact: Manuel Vieira
Title: Business Administrator
Phone: (908) 851-3000
Email: mvieira@twpunionschools.org

Pricing Expiration: 05/31/2016
Account Manager: Wayne Kruzek

Initial Term: 2016-2017 / 2017-2018
Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Start Date: 90 days after signed date
Subscription Billing Terms: Annually
Cancellation Terms: 30 Days Written Notice

Pricing Overview:

Startup Cost: One-Time cost due at signing	\$6,500.00
Subscription: Recurring cost	\$9,500.00

Itemized Description	Unit Price	Quantity	Total
VeriTime Startup Cost - Implementation	\$6,500.00	1	\$6,500.00
VeriTime Subscription - Users (End Users: 300)	\$9,500.00	1	\$9,500.00

Amount Due at Signing (Startup Cost) \$6,500.00

BY SIGNING BELOW, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES WITH THE ADDITIONAL TERMS ATTACHED HERETO AND INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME. Customer also agrees that the terms and conditions of this Agreement and the Additional Terms are confidential information of Frontline Technologies Group, LLC. ("Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

Customer: Township of Union Public School District
Name:
Signature:
Title:
Date:

Frontline Technologies Group, LLC
Name:
Signature:
Title:
Date:

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.

Tax Exempt Number:

ADDITIONAL TERMS:

1. **Subscription.** Customer is purchasing a non-exclusive, non-transferable, non-assignable, terminable subscription ("Subscription") for use of Frontline's time and attendance system ("VeriTime™") by Customer and those employees Customer registers on VeriTime™ as "Designated Employees."
2. **Term.** The Subscription shall begin upon the execution of this Agreement and continue through the Initial Term, set forth on the first page of this Agreement. If neither party has given the other at least thirty (30) days written notice of its intent not to renew prior to the end of the Initial Term or any Renewal Term, the Subscription shall automatically renew for the next year (each, a "Renewal Term").
3. **Payment.**
 1. The Startup Cost set forth on the first page of this Agreement will be invoiced to Customer by Frontline upon execution of this Agreement; but if Customer terminates this Agreement before completion of the implementation process, Frontline will refund the Startup Cost on a pro-rata basis, based on a six (6) week setup schedule. If for any reason Frontline's personnel travel to Customer's facility, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
 2. The Subscription set forth on the first page of this Agreement will be invoiced to Customer by Frontline based on the Customer Sign Date plus the number of days stated in the Subscription Start Date. Frontline will render a detailed invoice, showing the Subscription item unit price multiplied by the Users and Substitute counts, as set forth on the first page of this agreement. This will be multiplied by the number of months remaining in Customer's school year, prorating any partial months, to yield the actual annual subscription (the "Actual Annual Subscription"). The quantities of any annual subscription item of this Agreement are merely illustrative and are based on Customer's usage estimates. Should the number of Users or Substitutes change significantly during Startup or during the school year, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
 3. Before the start of the school year, Frontline will calculate the Subscription based on the Subscription item unit price, as amended from time to time, multiplied actual User and Substitute counts to yield the Actual Annual Subscription. Should the number of employees on change significantly during any school year, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
 4. Frontline reserves the right to increase any of the fees after the Initial Term, by providing at least thirty (30) days prior written notice of same to Customer.
4. **VeriTime™ Assistance.** Frontline shall provide Customer with commercially reasonable: (a) assistance in the initial installation and setup of VeriTime™, and (b) ongoing telephone assistance regarding the use of VeriTime™ during the Initial Term and any Renewal Term during normal EST business hours Monday through Friday; but: (i) all telephone assistance rendered by Frontline shall only be to Customer's VeriTime™ Administrator; and (ii) Frontline shall not be required to provide "help desk" support for any questions or assistance that is not directly related to VeriTime™.
5. **VeriTime™ Operation.** Customer acknowledges and agrees that it must properly enter data and information onto VeriTime™ in order for VeriTime™ to operate properly. Customer shall be responsible to verify the accuracy of any of Customer's data entered on VeriTime™.
6. **VeriTime™ Administrator.** At all times, Customer must have an employee who has obtained VeriTime™ administrator certification training from Frontline and who is certified by Frontline as an VeriTime™ administrator ("VeriTime™ Administrator"). If the VeriTime™ Administrator ceases to serve as such, Customer shall promptly and at its expense have a new employee obtain Frontline VeriTime™ administrator certification and be designated as an VeriTime™ Administrator.
7. **Subscription Restrictions.**
 1. Customer shall not assign, transfer, pledge, sub-license or otherwise encumber or dispose of any of Customer's rights or obligations under this Agreement.
 2. The Subscription does not extend to any individual or entity not a party to this Agreement, any employees of Customer who are not either the Designated Employees or the VeriTime™ Administrator, or any business, school or operation acquired by Customer by merger, consolidation, purchase, operation of law or otherwise, unless Frontline agrees in writing to the extension or assignment of the Subscription. No right is granted for the use or access of VeriTime™ by any third party. A transfer of control or ownership of Customer shall be considered a prohibited transfer of Customer's Subscription.
 3. Frontline may assign this Agreement to any third party acquiring all or substantially all of Frontline's assets or stock.
 4. Information regarding Customer's employees acquired by Frontline shall be confidential. Aggregated data not relating to individual employees of Customer acquired by Frontline in the course of performing this Agreement will be the sole property of Frontline.
8. **Integration.** In the event Customer integrates VeriTime and a third-party product or service, whether with or without Frontline's Assistance, Customer understands and agrees: (a) that Frontline is authorized to provide Customer data to a specified third party or permit such third party to have access to Customer's data, as required to accomplish the integration services; and (b) Frontline is not responsible for, does not warrant, support, or make any representations regarding: (i) third-party products or services, (ii) Customer's data in the possession of third parties, including, without limitation, a third party's storage, use or misuse of Customer data, or (iii) Customer's uninterrupted access to a third party's services due to circumstances outside of the control of Frontline.
9. **Limitation of Liability.**
 1. **THE MAXIMUM LIABILITY OF FRONTLINE, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, OFFICERS AND DIRECTORS, FOR ALL DAMAGES, CLAIMS OR LOSSES WHATSOEVER, INCLUDING THOSE RELATING TO ANY ERROR, FAILURE, MALFUNCTION, OR DEFECT OF VeriTime™, ANY BREACH OF THIS AGREEMENT AND ANY NEGLIGENCE OR OTHER MALFEASANCE BY FRONTLINE SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO FRONTLINE DURING THE PAST TWELVE (12) MONTH PERIOD.**
 2. Upon termination of this Agreement for any reason, the provisions of this Section shall survive termination and continue in full force and effect.
10. **Termination.**
 1. Customer may terminate this Agreement at any time, for any reason or no reason, on thirty (30) days prior written notice to Frontline. In the event Customer terminates this Agreement pursuant to this Section, Frontline shall be entitled to retain all monies received from Customer pursuant to this Agreement, to be paid for fees due up to the termination; and shall be relieved of further obligations to Customer. Frontline shall promptly return to Customer any data, confidential information, materials, records and other information furnished to Frontline by Customer. Frontline shall return to Customer, on a pro-rata basis, any fees paid in advance by Customer that were not earned as of the date of termination.
 2. Frontline may terminate this Agreement for any breach by Customer.
11. **Public Disclosure.** Customer grants to Frontline the right to publicly disclose the fact that Customer is using VeriTime™, for Frontline's advertising and other promotional purposes.
12. **Copyright and Trademarks.** All intellectual property pertaining to VeriTime™, including trademarks and copyrights, is and shall remain the sole property of Frontline and its affiliated companies.
13. **Entire Agreement.** This Agreement states the entire understanding reached between the parties hereto with respect to the subject matter contained herein and supersedes all prior or contemporaneous agreements, understandings, representations and warranties between the parties, and may not be amended except by written instrument executed by the parties hereto.

Regular Users		Start Up Costs
User Capacity (# of Users)	VeriTime Yearly Subscription Fee	Implementation (setup & training)
Up to 50	\$2,500	\$4,000
Up to 100	\$3,500	\$4,500
Up to 150	\$5,000	\$5,000
Up to 200	\$7,000	\$5,500
Up to 250	\$8,500	\$6,000
Up to 300	\$9,500	\$6,500
Up to 350	\$11,000	\$6,500
Up to 400	\$12,000	\$6,500
Up to 500	\$13,000	\$7,000
Up to 600	\$15,000	\$7,000
Up to 700	\$16,500	\$7,500
Up to 800	\$18,000	\$8,000
Up to 900	\$20,000	\$8,500
Up to 1,000	\$22,000	\$9,500
1,000+	CALL	CALL

Substitute Users	
User Capacity (# of Users)	VeriTime Yearly Subscription Fee
Up to 50	\$1,500
Up to 100	\$2,000
Up to 150	\$2,500
Up to 200	\$3,500
Up to 250	\$4,500
Up to 300	\$5,000
Up to 350	\$6,000
Up to 400	\$6,500
Up to 500	\$7,000
Up to 600	\$7,500
Up to 700	\$8,500
Up to 800	\$9,000
Up to 900	\$10,000
Up to 1,000	\$11,000
1,000+	CALL