

## SWIPECLOCK® RESELLER AGREEMENT

Business Name: \_\_\_\_\_

Entity Type: \_\_\_\_\_ Entity Location(state incorporated): \_\_\_\_\_

Business Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax ID \_\_\_\_\_ Sales Tax ID (Utah only) \_\_\_\_\_

Agreement Effective Date: \_\_\_\_\_

Authorized Individual Name: \_\_\_\_\_

Authorized Individual Title: \_\_\_\_\_

Authorized Individual Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

This Reseller Agreement (this “**Reseller Agreement**” or this “**Agreement**”) is made as of the *Agreement Effective Date* listed above (“**Effective Date**”), by and between SwipeClock LLC (“**Company**”), a Delaware corporation located at 10813 South River Front Parkway, Suite 525, South Jordan, Utah 84095, and the entity named above (“**Reseller**”). The Authorized Individual listed above represents and warrants that he or she is authorized to sign on behalf of Reseller. In consideration of the premises, promises, terms, covenants, agreements and provisions set forth herein, the parties agree as follows:

### 1. SERVICES.

(a) Company provides a web-based service, known as TimeWorks®, TimeWorksPlus®, and TimeSimplicity (the “**SwipeClock Services**”) that assists businesses in scheduling labor, managing time of labor, and providing information to assist in payroll computation tasks. Reseller’s relationship with Company shall be governed by this Agreement and its Exhibits. Reseller may, in its sole discretion, make the SwipeClock Services available to the customers of Reseller (“**Client**” or “**Clients**”), and Reseller shall separately contract with each Client that elects to utilize the SwipeClock Services.

### 2. FEES AND PAYMENT.

(a) The standard service fees and other payments due from Reseller to Company are set forth in the SwipeClock Pricing Guide delivered with this Agreement (as amended from time to time the “*Guide*”). A copy of the Guide is available from the company. Any adjustments are set forth in an addendum to this agreement. Company will bill Reseller on a monthly basis for all fees. Invoices from Company for partial periods shall be prorated. Invoices are due on the 20<sup>th</sup> of each month for charges incurred the previous month. Unpaid balances over 30 days old are considered delinquent, and if Reseller is 60 days or more past due, Reseller is in default, and Company may terminate this Agreement upon 10 days’ written notice to Reseller as described in section 3. A late fee of 1.5% per month may be assessed on late balances. Company reserves the right following to adjust its fees, prices and/or discounts at any time, effective 30 days after written notice is delivered to Reseller. A \$200 minimum billing will apply six months after the agreement is signed.

(b) Reseller is responsible for billing Reseller’s Clients. Reseller is solely responsible for collecting any and all applicable fees and taxes from its Clients in connection with this Agreement. Failure to collect any fees from a third party shall not excuse Reseller from performance of this Agreement and payment of obligations to Company.

### **3. TERM AND TERMINATION**

(a) This Reseller Agreement shall commence on the Effective Date and shall continue thereafter until terminated by either party in accordance with this Section. Either party may terminate this Reseller Agreement for any reason or no reason, effective sixty (60) days after giving written notice of termination to the other party.

(b) If Reseller is in default as defined by this Reseller Agreement, Company may terminate the Reseller Agreement with ten (10) days notice to Reseller providing an opportunity to cure the default within that timeframe. Company may, in addition to or instead of termination, suspend services to Reseller and Reseller's Clients until the default is cured.

(c) In the event of any termination or expiration of this Reseller Agreement for any reason, Sections 2, 3, 4, 6, 7, 10, 11, 12, 13, 14, 15, 16, and 19 hereof shall survive and continue in effect despite such termination or expiration, and all fees and other charges related to the SwipeClock Services provided up to the date of such termination shall be due and payable as provided in Section 2.

### **4. INDEPENDENT RELATIONSHIP**

(a) Reseller and Company are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Reseller Agreement or its Exhibits to create an agency, employment, partnership, or joint venture between the parties. Neither party shall have the authority to incur any contractual, financial, or other obligation on behalf of or in the name of the other party except with the party's express prior written authorization.

(b) Nothing in this Agreement creates any contractual or other relationship between Company and Reseller's Clients, and no Client of Reseller shall be a third-party beneficiary under this Agreement. Reseller's Clients shall be customers of Reseller only and not of Company.

(c) Reseller and Company hereby acknowledge that Company's use of the term *Partner Points*, in reference to its loyalty and discount program, and the occasional use of the term *Partner* and related terms to refer to the program's participants in its marketing materials, shall be recognized as strictly for marketing purposes and shall not be construed to invoke any legal notion of partnership.

### **5. DATA VERIFICATION**

(a) Company shall use its commercially reasonable efforts to accurately collect timekeeping data supplied by Reseller's Clients. Reseller agrees that its Clients are responsible for verifying data provided by Company.

(b) Prior to preparing payroll for any Client, Reseller shall confirm that its Client's data matches the information sent to Reseller by Company. Reseller shall direct its Client to do the same. Reseller shall inform Company of any discrepancies and Reseller and Company shall jointly cooperate in the investigation and correction of such discrepancies.

(c) Reseller acknowledges that in virtually all cases, employees of Company are unfamiliar with the typical business operations of any particular Client, and as a result, employees of Company are not qualified to independently assess the validity of data collected through Company's services.

### **6. TRADEMARKED NAMES AND LOGOS**

(a) During the term of this Agreement, Reseller may use (and with the prior written consent of Company, a Reseller's may use) Company's trademarked names and logos listed on **Exhibit A** (collectively, the "*Authorized Reseller Marks*") solely in connection with advertising and promoting the SwipeClock Services to Reseller's Clients and potential customers; provided, however, that Company must approve all such advertising and promoting use of the Authorized Reseller Marks in advance and in writing. Company will strive, but shall not be required, to review Reseller's request for approval of Authorized Reseller Logo use within 10 business days of submission.

(b) On termination of this Agreement (or upon request of Company at any time and for any reason), Reseller shall discontinue all use of the Authorized Reseller Marks and any other names and/or marks related to Company. Reseller's use of Company's Authorized Reseller Marks and any other names and/or logos related to Company shall be strictly in accordance with the standards and specifications provided by Company, and such standards and specifications shall be subject to change at any time.

(c) Reseller shall be permitted to offer the SwipeClock Services to Reseller's Clients under a service mark, trademark, or trade name of its own, so long as it could not lead to confusion or uncertainty among the public with any services of Company. Reseller shall be solely responsible for the proper and legal use of any such marks. Reseller warrants that any marks uploaded by or on behalf of Reseller or otherwise configured for display within the SwipeClock Services by or on behalf of Reseller do not infringe upon the rights of any third party.

## **7. DATA OWNERSHIP AND DATA TRANSFER.**

(a) For all purposes of this Agreement, a Client producing timekeeping data shall be deemed the author and owner of all such data. In an effort to honor Reseller's wishes, Company generally will not release historical timekeeping data directly to any Client of Reseller without permission from Reseller, except when the Client has terminated services with Reseller and needs a single pay period's data to complete a pending payroll period or unless Reseller's Client asserts that such release is required by law. Company reserves the exclusive right to determine whether and when such release is appropriate and shall not be liable to Reseller for honoring any request from a Client to acquire its own records. In any case, Company will make all current and historical timekeeping data of Reseller's Clients available for download in a computer-generated file available to Reseller during the term of this Agreement and for 30 days thereafter.

(b) Reseller may transfer Client data to another reseller of Company by executing transfer authorization forms provided by Company. Company may charge the transferring Reseller transfer fees for both new account identification and clock activation and reprogramming. Company may also charge for research and data manipulation services relating to any transfer of employee information, site configuration, or history data. Reseller agrees to reasonably inform its Clients that it is the Client's responsibility to keep adequate records for audit purposes, and that Reseller will retain stewardship of all timekeeping data (except for a pending payroll period as listed above) unless released by Reseller on the proper Company transfer authorization form.

(c) The SwipeClock Services and all copyrights, trademarks, trade secrets, source code and other intellectual property and proprietary rights throughout the world ("*Intellectual Property Rights*") therein and thereto are and shall remain the exclusive property of the Company. The SwipeClock Services are comprised of and embody substantial trade secrets, copyrights, trademarks and trade names, all of which are solely the Company's. All rights in and to the SwipeClock Services not expressly granted to Reseller or Company in this Agreement are reserved by the Company.

## **8. ADMINISTRATION; TELEPHONE SUPPORT.**

(a) In accordance with Section 1, all of Company's administrative work involved in the normal operation of Reseller's account and for Reseller's Clients is included in the standard monthly fees.

(b) SwipeClock offers a web-based and e-mail-based support ticket system. Answering support tickets received directly from Reseller or Reseller's employees is considered normal administrative work and included in the standard monthly fees.

(c) Specific types of work are typically chargeable at an hourly or other rate. However, Company reserves the right to perform any such services without charge at its discretion, without prejudice to Company's right to charge for similar services in the future.

- Any request to make direct contact a Client.
- Support requests made through Company's premium Professional Services Department.
- Writing of scripts, rules, custom reports, and/or custom exports for the benefit of Clients.
- Requests to import, move, or otherwise manipulate data "from the back end" using database administrative tools (e.g. SQL)
- Requests to restore deleted data from database backups maintained by Company.
- Other services as determined by Company, upon informing Reseller or the party making the

request, verbally or in writing, that such a request may incur a fee.

## **9. HARDWARE SALES AND RETURNS**

(a) Reseller may purchase timekeeping hardware from Company for resale to Reseller's Clients:

- (i) new clock hardware programmed by Company is sold with a warranty as set forth in a separate hardware warranty document;
- (ii) all other hardware and merchandise by Company is sold "AS IS" without any warranty of any kind (including, without limitation, no warranty of fitness for particular purpose or merchantability).

(b) ALL HARDWARE PURCHASES REQUIRE PREPAYMENT UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE IN ADVANCE. A Credit line is available to Resellers based on Partner Point level. The credit line allows hardware to be purchased on credit and then billed in full on the next monthly invoice.

(c) Reseller must follow the Company's Returned Merchandise Authorization (RMA) policies (as set forth on the Site or otherwise delivered in writing, subject to change at any time) in order to receive credit for any hardware returned to Company. Further, all hardware returns and hardware warranty claims must be returned to Company in suitable packaging at the sender's cost, and sender will bear all risk of damage in transit. The sender must write the RMA number clearly on the returned packaging. Any item returned without a RMA number will not be processed, and Company will not be responsible for any further tracking or credits assessed with the item. Reseller shall be responsible for any expedited shipping costs.

## **10. COMMUNICATION.**

Except as to matters as to which this Agreement requires written notice, each party agrees to accept communication from the other party via email, the support ticket system, fax, phone, or postal service. Clients of Reseller will be directed by Company to communicate with Reseller on all configuration and support issues.

## **11. WARRANTIES.**

(a) Warranties for hardware and merchandise purchased from Company are set forth in section 9.

(b) EXCEPT FOR THOSE WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY).

(c) ALL SERVICES PROVIDED BY COMPANY TO RESELLER, AND BY COMPANY TO RESELLER'S CLIENTS ARE AS IS. THERE IS NO GUARANTEE OR WARRANTY OF ANY KIND THAT SWIPECLOCK SERVICES WILL MEET THE NEEDS OF RESELLER OR OF RESELLER'S CLIENTS.

## **12. LIMITATION OF LIABILITY.**

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, COMPANY ASSUMES NO LIABILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY OR DAMAGE OF ANY KIND INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, LOST PROFITS, LOST DATA OR FAILURE OF SECURITY RESULTING IN ANY WAY FROM THE RESELLER OR RESELLER'S CUSTOMERS' USE OF THE SWIPECLOCK SERVICES OR THIS AGREEMENT. COMPANY SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, WHETHER OR NOT FORSEEABLE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES). IN NO EVENT SHALL COMPANY BE LIABLE FOR AN AMOUNT GREATER THAN THE AMOUNTS RECEIVED FROM RESELLER UNDER THIS AGREEMENT.

### **13. CONFIDENTIALITY.**

The parties acknowledge that in the course of performing their respective obligations pursuant to this Agreement each will have access to and contact with Proprietary Information (as defined below) of the other. Each party agrees that it will not, during the term or at any time thereafter, disclose to others, or use for its benefit or the benefit of others, any Proprietary Information of the other party unless this Agreement expressly permits such use or disclosure or such disclosure is required by law. For purposes of this Agreement, “*Proprietary Information*” means any information relating to a party or a party’s affiliate, including all Intellectual Property Rights, customer lists and customer data, provided that Proprietary Information will not include information that: (a) is or becomes generally available to the public other than as a result of a wrongful disclosure or (b) was or becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party without a wrongful act.

### **14. PERSONALLY IDENTIFIABLE INFORMATION (PII), SSN**

(a) Company hereby advises Reseller that Company expressly disclaims any need to know the Social Security Number of clients’ employees, as well as any other legally protected or privileged personal information, notwithstanding the possible presence of fields available in Company’s systems in which to enter such data.

(b) Reseller is prohibited from disclosing, uploading, importing, or otherwise performing any transfer of Social Security numbers, as well as all protected personal information held on behalf of Reseller’s client’s employees, to any system or network owned by Company.

(c) If Company believes in good faith that such data is being stored in its system, Company reserves the right to take any or all of the following actions in its sole discretion:

- i. Offering to purge the data from its systems with Reseller’s approval, or upon Reseller’s request.
- ii. Purging the data from its systems without prior notice to Reseller.
- iii. Charging a surcharge of \$2.00 per privileged datum (e.g. SSN) per month, in the event Reseller is unwilling to approve Company’s request to purge such data from its systems.
- iv. Declaring that Reseller is in breach of contract and moving to terminate for cause as described in section 3, in the event Reseller is unwilling to approve Company’s request to purge such data from its systems.
- v. Offering to amend the Reseller Agreement to document the intended reason for storing such data on Company’s systems, and to grant permission to do so. Such an amendment may require a fee payable to Company.

(d) Reseller acknowledges that in the event that data is purged from Company’s systems, whether at Reseller’s request or upon Company’s own initiative, purged data may continue to remain in offline backups and/or archives maintained by Company, and that a complete purge from all of Company’s equipment and media is likely impossible.

(e) Whether or not Company accepts any surcharge or fee associated with, or in exchange for, storing Social Security numbers or other privileged data on its systems, Reseller acknowledges that despite commercially reasonable efforts, absolute security from any Internet-connected system is impossible. Accordingly, Company unconditionally disclaims liability associated with its facilities being used to store such data.

### **15. SOFTWARE LICENSE AGREEMENT**

(a) Some products offered for sale by company, including but not limited to time clocks, voice clocks, biometric devices, downloadable software, packaged software, and other products, may contain intellectual property of Company such as source code, object code, or program documentation (“Company Software”). In such case, except where expressly superseded by another license agreement the following terms shall apply.

(b) Company grants to Reseller and to active Clients using the SwipeClock Services, a non-exclusive and non-transferable license to use Company Software only on equipment provided or approved by Company,

and only in conjunction with the use of Company's services.

(c) Except as expressly authorized above, Reseller and/or its Client shall not: copy, in whole or in part, software or documentation; modify the software; reverse compile or reverse assemble all or any portion of the software; or rent, lease, distribute, sell, or create derivative works of the software.

(d) Reseller agrees that aspects of the licensed materials, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of Company. Reseller agrees not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of Company. Reseller agrees to implement reasonable security measures to protect such trade secrets and copyrighted material. Title to software and documentation shall remain solely with Company.

## **16. LICENSE AGREEMENT FOR CUSTOMIZATION WORK**

(a) As part of the suite of services Company offers to Reseller and its Clients, Company may from time to time create programming, scripts, or rules ("Customization Code") designed to accommodate feature requests, programming needs, and/or customizations on behalf of specific Resellers and Clients. For example, a client may need a custom script to accommodate an unusual shift schedule or non-standard overtime rules.

(b) Customization Code may include, but is not limited to, all of the following: scripts, rules, classes, source code, object code, object definitions, schemas, report templates, and file formats, all of which serve a narrow purpose for a single client or a small number of clients sharing a common need. However, the source code of the base application software constituting the core SwipeClock® services available to everyone and/or not created to customize the system for specific Client(s) is not Customization Code.

(c) Reseller and Company expressly acknowledge and agree that programming for payroll-related tasks often makes use of common "building blocks", or pieces of Customization Code which may be useful for solving similar problems for multiple clients. Accordingly, except for portions of such programming that consist solely of confidential raw data belonging to Reseller or one of its clients (e.g. a list of confidential pay rates formatted in the syntax of a scripting language), neither Reseller nor Company shall assert any claim to ownership of intellectual property intended to prohibit or encumber the re-use of any Customization Code for the benefit of any other client to which it may be deemed useful.

(d) Accordingly, Reseller may engage or request Company to create Customization Code to meet needs of Reseller and/or its clients. In doing so, to the extent any intellectual property laws may apply to such work, both Reseller and Company freely grant each other a license to use, copy, compile, adapt, modify, sell, resell, transmit, publish, and/or create derivative works of the portion of any Customization Code that does not constitute raw confidential data, and the ideas and methodology embodied therein, without any attribution or compensation whatsoever to one another at any time in the future, and regardless of whether Company charged a fee to Reseller for the creation of such code.

(e) Miscellaneous – Projects of work proposed by Reseller and accepted by Company to be performed that would increase the scope of this agreement would be added as an amendment in to this agreement in the form of a Statement of Work(SOW) and signed by both parties.

## **17. CLIENT AGREEMENTS**

(a) Reseller shall use commercially reasonable efforts to cause each Client using Company's services to enter into or otherwise assent to an agreement containing substantially the same Software License Agreement contained in section 15 of this agreement.

(b) Except where an exception has been identified and agreed upon in writing in the form of an Amendment to this Reseller Agreement, Reseller shall cause each Client to agree not to send Social Security Numbers, or other privileged data to the timekeeping website for any reason, notwithstanding the ability for the system to accept, or to be configured to accept, any such data. Further, Clients shall agree to abstain from using such data for convenience (e.g. using the social security number as a login or PIN on the time clock)

**18. INDEMNIFICATION**

(a) Reseller will indemnify, hold harmless, and, at Company’s option, defend, Company, its service providers, agents, affiliates, and licensors from and against any and all claims, demands and actions, and any liabilities, damages and expenses (including court costs and attorney’s fees) (collectively "Liabilities") resulting therefrom, caused by or relating to Reseller’s breach or failure to act in a manner consistent with terms or conditions of this Agreement, except to the extent such Liabilities result from Company’s gross negligence or intentional misconduct.

(b) Company will indemnify, hold harmless, and, at Reseller’s option, defend Reseller from and against any and all claims, demands and actions, and any Liabilities resulting there from, caused by Company’s gross negligence, intentional misconduct or breach of this Agreement.

**19. MISCELLANEOUS**

(a) This Reseller Agreement (including all Exhibits and Amendments hereto and policies and procedures referenced herein) contains the entire agreement among the parties concerning its subject matter, and replaces all earlier agreements among them, whether written or oral, concerning its subject matter. In the event of any conflict or inconsistency between the terms of this Reseller Agreement and any other document provided to Reseller, the terms of this Reseller Agreement shall govern.

(b) This Reseller Agreement (including all Exhibits and/or Amendments hereto and policies and procedures referenced herein) will be governed by and construed under the laws of the State of Utah without regard to conflicts-of-laws principles that would require the application of any other law. Any proceeding arising out of or relating to this Reseller Agreement (including all Exhibits and/or Amendments hereto) shall be brought only in a federal or state court located in Salt Lake County, Utah, and each of the parties hereto irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding and waives any objection it may now or hereafter have to venue or to convenience of forum.

(c) Unless otherwise indicated in this Agreement, all notices, consents, waivers and other communications required or permitted under this Reseller Agreement (including all Exhibits and Amendments hereto) shall be in writing and shall be deemed given in writing to a party when (i) delivered to by a nationally recognized overnight courier service, costs prepaid, with a copy sent by e-mail; or (ii) received by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, including a copy sent by e-mail:

If to Company:                   SwipeClock LLC  
10813 So. River Front Pkwy, Suite 525  
South Jordan, Utah 84095  
Attn: Director of Operations

With a copy to:                   mcook@swipeclock.com

If to Reseller:                   \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

With a copy to:                   Email: \_\_\_\_\_

(d) Captions in this Reseller Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of this Reseller Agreement.

(e) If any provision of this Reseller Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Reseller Agreement will remain in full force and effect. Any provision of this Reseller Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(f) No provision hereunder shall be deemed waived unless such waiver shall be in writing signed by the parties. No waiver by any party hereto of any of its rights or remedies on anyone occasion shall operate as a waiver of any other of its rights or remedies or any of its rights or remedies on a future occasion. The rights and remedies of the parties to this Reseller Agreement are cumulative of themselves and of every other right or remedy.

(g) Neither party may assign this Agreement in whole or in part without the prior written consent of the other party, except that either party (the "Assigning Party") may assign this Agreement without the written consent of the other party (the "Non-Assigning Party") to a corporation or other business entity succeeding to all or substantially all the assets and business of the Assigning Party by merger or purchase. Any attempted assignment, delegation or transfer by an Assigning Party in violation hereof shall be null and void.

(h) This Reseller Agreement may be signed in one or more counterparts, each of which shall be deemed to be an original copy of this Reseller Agreement and all of which shall be deemed to constitute one and the same Reseller Agreement.

(i) Notwithstanding anything contained herein to the contrary, neither party shall be liable for any delay or failure in performance due to any reason or circumstances beyond the affected party's reasonable control, including acts of God or public authorities, war and war measures (whether or not a formal declaration of war is in effect), civil unrest, fire, epidemics, floods, earthquakes, or delays in transportation, delivery or supply, failures of third-party service providers or other reasons beyond their control. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

(j) For purposes of this Agreement, "affiliates" means any persons or entities that control, are under the control of, or are under common control with the specified entity. "Control" means the direct or indirect ownership, either legal or beneficial, of at least fifty percent of any class of voting or equity interests of the specified entity.

IN WITNESS WHEREOF, the parties have executed this Reseller Agreement as of the Effective Date.

SwipeClock LLC

\_\_\_\_\_

[Print Reseller Name]

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A OF RESELLER AGREEMENT**

**AUTHORIZED RESELLER LOGOS**

SwipeClock®

TimeWorks®

TimeWorksPlus®

TimeSimplicity™

**Payment Method**

**Hardware:** Pre-Payment for clocks and hardware is required unless agreed by Company in advance.

**Invoice Option** (INITIAL ONLY ONE OPTION):

- 1) \_\_\_\_\_(Initials) **Receive your monthly invoice online.** This eliminates the receipt of a hard copy of Reseller’s monthly invoice. Company will send an email reminder to Reseller when invoice is ready to be viewed.
  
- 2) \_\_\_\_\_(Initials) **Receive your monthly invoice by mail.**

**Automatic Payment Options** (INITIAL ONLY ONE)

- 1) \_\_\_\_\_(Initials) **Automatically bill credit card each month for monthly charges.** By initialing, I authorize Company to charge credit card for all monthly charges in connection with this Agreement.

Credit Card Number: \_\_\_\_\_ Expiration \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
Name on Card: \_\_\_\_\_

- 2) \_\_\_\_\_(Initials) **ACH resellers bank account for monthly charges.** By initialing, I authorize Company to ACH Reseller’s bank account for all Charges due Company in connection with this Agreement.

Routing # \_\_\_\_\_ Account \_\_\_\_\_ Account Type: \_\_\_\_\_

**Reseller Contact Information**

Contact Person Name: \_\_\_\_\_  
Contact Person Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Technical Support Contact: \_\_\_\_\_  
Technical Support Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Billing Contact: \_\_\_\_\_  
Billing Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**System Logins**

Please create two logins and passwords: the first one for your Master Login and the second for your Demo Account Login. Passwords require at least 8 characters with at least 2 different types of characters (lowercase, uppercase, symbols, numbers) and passwords may NOT be the same.

Demo Account Login: \_\_\_\_\_ Password: \_\_\_\_\_  
Master Login: \_\_\_\_\_ Password: \_\_\_\_\_

**SIGNATURE:** I agree that I am personally authorized to approve transactions on the account designated above. I authorize charges to be billed each month pursuant to this Agreement.

Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_



Utah State Tax Commission

**Sales Tax Exemption Certificate  
For Non-Utah Retailers Accepting Delivery of Merchandise in Utah**

**TC-721 NR**  
Rev. 4/95

To (Name of Vendor): \_\_\_\_\_

This is to certify that \_\_\_\_\_ is a dealer in tangible personal property or services and that the tangible personal property or services purchased from the above-named vendor and shown on invoice number(s) \_\_\_\_\_ are for resale as tangible personal property or services. The property will NOT be used in real property contract work or for any other personal or business use. My retail sales license number in the state of \_\_\_\_\_ is \_\_\_\_\_.

This certificate shall be valid only for the specific purchases referenced by the invoice number(s) noted above. A new certificate must be completed each time a non-Utah retailer accepts delivery of merchandise in Utah.

**To be valid** this certificate must be filled in completely including date, signature and license number.

Signature		Title
Name of Business (print or type)		
Address		
City	State	Zip Code

**DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION**

**NOTE TO VENDOR:-----** Keep this certificate on file since it must be available for audit review.

**NOTE TO PURCHASER:-----** Keep a copy of this certificate for your records. You are responsible to notify the vendor of cancellation, modification, or limitation of the exemption you have claimed.

Questions about the propriety of accepting this certificate from an out-of-state customer should be directed to Taxpayer Services Division, Utah State Tax Commission, 210 N 1950 W, Salt Lake City, Utah 84134, Telephone (801) 297-2200, or toll free 1-800-662-4335.

If you need an accommodation under the Americans with Disabilities Act, contact the Tax Commission at (801) 297-3811 or TDD (801) 297-3819. Please allow three working days for a response.

# SwipeClock Starter Kit

Get Allied pricing (25% Off) on your Starter Kit when you order with your Reseller Agreement!

Kit includes:

## FlexClock Z14

Offers built-in proximity reader. Clock in/out via PIN or optional "Mango" prox card. Supports Ethernet connectivity.

5 leather key fobs and  
3 free WebClock activations within the first 60 days

### Additional Benefits

- Dedicated Front Line Support
- Tech Support
- Branded Marketing Materials
- Branded Custom Links



# \$165

Allied Pricing – 25% Off Order now!  
Only valid with new reseller agreement!

### GET STARTED TODAY!

Name

State

Street

Zip

City

YES! Please sign me up for this offer!  
If this option is chosen amount will be charged to the credit card provided with the Reseller Agreement.

NO! I'd rather not participate in this one-time offer.



swipeclock  
WORKFORCE MANAGEMENT

# Marketing Starter Kit for New Resellers

DRIVE MORE TRAFFIC, GENERATE MORE LEADS,  
CLOSE MORE DEALS.

Kit includes:

\$250  
waived  
sign-up fee

- **Interactive Demo Platform\***  
Immerse prospects in your products with customized interactive demos that give viewers information on what's most important to them.
- **Content Sharing Platform Access\***  
Easily share content across all your digital channels. Increase site traffic, drive thought leadership and generate more leads.
- **Timekeeping Website Template**  
Easily add timekeeping and scheduling pages to your site with branded templates.



# FREE

for the first 60 days  
then \$100 per month.

Only valid with new  
reseller agreement!

Name	<input type="text"/>	State	<input type="text"/>
Street	<input type="text"/>	Zip	<input type="text"/>
City	<input type="text"/>		
<input type="checkbox"/>	YES! Please sign me up for this offer! If this option is chosen amount will be charged to the credit card provided with the Reseller Agreement.	<input type="checkbox"/>	NO! I'd rather not participate in this one-time offer.

CLICK HERE TO SUBMIT YOUR AGREEMENT

\*Regular Interactive Demo Platform activation fee is \$250, waived for new resellers.  
Content Sharing Platform access regular price \$100 month, yours FREE for the first 60 days!

swipeclock  
WORKFORCE MANAGEMENT

AMENDMENT TO SWIPECLOCK® RESELLER AGREEMENT

AMENDMENT No.     1    

This amendment is made as of \_\_\_\_\_ (date) to the SwipeClock® Reseller Agreement dated \_\_\_\_\_.

This amendment is added to specify the Back Office Sales and Support (BOSS) program.

- Company will provide first tier support (Client customer service).
- Company will setup and train Client.
- Reseller will re-bill service to Clients.
- Pricing for services will be per the BOSS price schedule.
- Reseller agrees to be on BOSS program and pricing for a period of 12 months. After 12 months and with 30 days written notice, Reseller may move to the Reseller program and pricing where Reseller performs Client set up, and tier 1 support for new Clients.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Reseller Agreement as of the date listed above.

SwipeClock LLC

\_\_\_\_\_  
[Print Reseller Name]

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_