



PURCHASE AGREEMENT

Norton City Schools Implementation of Timeware Primetime

We are pleased to submit this purchase agreement for our Timeware Primetime workforce management and time & attendance turn-key solution for the Norton City Schools consideration. The terms of this agreement are as stated herein and as stated in the accompanying proposal document, that collectively comprise our offer. This offer is valid until February 2, 2013.

Investment

The total investment for our turn-key solution is \$18,155.50 (see proposal document for itemized cost). Our solution deliverable includes 6 Bioscreen time clocks, Timeware Primetime software apps and one year of renewable maintenance and support on both hardware and software. In addition our deliverable includes any necessary customization, complete database setup, software installation and training.

Deliverable Terms

Timeware is responsible for installing the Bioscreen and Timeware Primetime software. Timeware also provides the user training and database setup. Norton City Schools personnel will be responsible for installing the Bioscreen mounting plate as well as the network cabling. Norton City Schools will be responsible for providing the database information, such as employee information and work rules. Norton City Schools will also make the appropriate personnel available for training and testing.

Payment Terms

Payment terms are: 50% is due upon signing, the remaining 50% is due upon project completion and client sign off.

Hardware Warranty Terms

All delivered hardware includes a one year full warranty. For subsequent years Timeware offers an extended warranty for full repair and replacement on any provided hardware. Our hardware extended warranty is annually renewable for 10% of the list price of the hardware, and 20% of the list price of software at the time of renewal. Hardware and software extended warranty annual cost increases shall not exceed 7% of the prior year cost.

Software maintenance & Support Terms

Timeware supports all delivered software on an annually renewable basis. Our maintenance and support cost is priced at 20% of the list price of software at the time of renewal. Software maintenance & support annual cost increases shall not exceed 7% of the prior year cost.

License Agreement

Grant of License. In consideration of payment of the License Fee, which is part of the price you paid for the enclosed computer program and the user documentation (collectively the "Program") Licensor, Timeware, Inc. ("Timeware Primetime") grants to you the Licensee, a nonexclusive, non-transferable License to operate the Program on a single or multiple CPU in accordance with this Agreement.



Ownership of the Program. As the Licensee, you own the physical objects (that is, the electronic media and the paper) on which the Program is recorded. As the Licensor, Timeware, Inc. (or its licensors, if any) owns and will retain all title, copyright, trademark and other proprietary rights in and to the program. This License is NOT a sale of the Program or any copy of it. You, the Licensee, obtain only such rights as are provided in this Agreement. You understand and agree as follow:

1. You may NOT make any copies of all or any part of the Program, except as specifically required by relevant copyright law or other law.
2. You may NOT decompile, disassemble or attempt in any way to reverse engineer the Program or to develop a competing product based on the Program.
3. You may NOT remove, from any part of the Program any notice of proprietary rights or a disclaimer.
4. You may NOT sell, license, sub license, rent or otherwise transfer the Program without the written permission of Timeware, Inc. Timeware, Inc. will not withhold permission to transfer the License as long as you permanently transfer the entire Program (including all components and archival copies, if any), and the person who wishes to obtain the License agrees to the terms and conditions of this agreement.

Terms. The term of this License will continue until Timeware, Inc. provides written consent to assignment or transfer of this License or until Timeware, Inc. terminates this License. Timeware, Inc. may terminate this License if Timeware, Inc. gives written notice to you specifying any failure or default in the performance of any provisions of this License and you fail to cure said failure or default to the satisfaction of Timeware, Inc. within thirty days after such notice. Upon the Termination of this License, you will promptly return to Timeware, Inc. or destroy all copies of the Program covered by this License.

Licensee's Responsibilities for Use of the Program. You are responsible for the use supervision, management and control of the use of the Program, and output of the Program, including, but not limited to:

1. Selection of the Program to achieve your intended results.
2. Determining the appropriate uses of the Program in your business;
3. Establishing adequate independent procedures for testing the accuracy of the Program;
4. Establishing adequate backup to prevent the loss of data in the event of a Program malfunction.

U.S. Government Restricted Rights. If you are a government agency, you acknowledge that the program was developed at private expense and that the computer software component is provided to you subject to RESTRICTED RIGHTS, as defined in 48 CFR Part 227.471, and all other technical data provided to you subject to LIMITED RIGHTS, as defined in 48 CFR Part 227.471.

Restricted Rights Legend. Use, duplication or disclosure by the government is subject to restrictions as set forth in sub-paragraph (c)(1)(ii) of the rights in Technical Data and Computer Software (October 1988) clause at 252.227-7021 (48 CFR). Contractor/manufacturer is Timeware, Inc. 9329 Ravenna Road Twinsburg Ohio 44087.

Governing Law. The terms of this Agreement shall be construed in accordance with the substantive laws of The State of Ohio, USA without regard to the U.N. Convention for the International Sale of Goods. **YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE LICENSE AGREEMENT BETWEEN YOU AND TIMEWARE, INC. WHICH SUPERSEDES ANY**



PROPOSAL, OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND TIMEWARE, INC. RELATING TO THE SUBJECT MATTER OF THIS.

Acceptance

Mrs. Stephanie Hagenbush
Treasurer
Norton City Schools
4128 S Cleveland Massillon Rd
Norton, Ohio 44203

Mr. Michael Farhat
CEO
Timeware, Inc.
9329 Ravenna Rd., Ste. D
Twinsburg, OH 44087

Signature

Signature

Date

Date 12-2-2013