

458-51011



TimeTrade Systems, Inc.
100 Crosby Drive, Bedford, MA 01730
v: 781-541-5800 f: 781-541-5095

Order Form

ORIGINAL

Customer

Credit Card Information

Company Name: El Dorado County Address 1: Information Technologies Address 2: 360 Fair Lane City, State, Zip: Placerville, CA 95667 Contact Name: Renee Finelli Title: Phone: 530-621-5410 Fax:	Name on Card: Card Type: Card Number: Expiration Date: Billing Address: (if different)
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Payment and Renewal Terms

Initial/Billing Term: Annual Payment Terms: Annual contract Renewal Provision: Automatic unless Customer notifies TimeTrade before the 1st business day of the Billing Term
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Software and Services

Line	Description	Annual Fee	One-time Fee
1	Professional Services -- application configuration and training		\$1,000.00
2	Annual additional location fee, 4 @ \$400 per		\$1,600.00
	Software license and hosting service first 25 resources		
	(25 resources @ \$100/yr each and subsequent Billing Term(s) upon		
	automatic renewal	\$2,500	
3	TOTAL	\$5,100.00	
4	Less 30% discount	\$1,530.00	
	26+ resources add \$100 per resource or \$400 per additional location		
	Total annual cost first year	\$3,570.00	
	Total first year cost		
	TOTAL	\$3,570.00	

Terms and Conditions

Customer understands that fees shown above as due upon execution of this Order Form are non-refundable ----->

_____ Customer initials

Customer further understands that as the Initial/Billing Term is automatically renewed per the Renewal Provision, the fees for the fees for the then-current Billing Term are non-refundable should Customer choose to discontinue use of the Application ----->

_____ Customer initials

Other Terms and Conditions:

- Customer hereby orders and TimeTrade Systems, Inc. ("TimeTrade") hereby agrees to provide the software and services described in this Order Form (collectively, the "Application"). THE APPLICATION IS PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE TERMS AND CONDITIONS OF THE TERMS OF USE AGREEMENT POSTED ON TIMETRADE'S WEBSITE AT THIS URL: http://www.timetrade.com/legal_notices.asp.
- The Customer representative signing below hereby acknowledges and agrees that in the event that the Customer does not issue a purchase order, this Order Form shall serve as the Customer's purchase order. Customer further acknowledges that any additional or conflicting terms and conditions contained in Customer's purchase order shall not be applicable to the Application to be provided hereunder, even if TimeTrade uses such purchase order for the purposes of invoicing the Customer.
- Customer will not be bound by the Order Form until it has been signed by an authorized representative of Customer. Acceptance of this Order Form by TimeTrade shall be subject to credit approval by TimeTrade.

THERE ARE SIGNIFICANT TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE TERMS OF USE AGREEMENT BETWEEN CUSTOMER AND TIMETRADE POSTED ON TIMETRADE'S WEBSITE. DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE AGREEMENT. YOUR SIGNATURE BELOW INDICATES THAT YOU AGREE TO BE BOUND BY THE AGREEMENT'S PROVISIONS.

Signatures

CUSTOMER	TIMETRADE SYSTEMS
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



TimeTrade Systems, Inc.
100 Crosby Drive, Bedford, MA 01730
v: 781-541-5800 f: 781-541-5095

Order Form

Customer

Company Name: El Dorado County
 Address 1: Information Technologies
 Address 2: 380 Fair Lane
 City, State, Zip: Placerville, CA 95667
 Contact Name: Renee Finell
 Title:
 Phone: 530-621-5410
 Fax:

Credit Card Information

Name on Card:
 Card Type:
 Card Number:
 Expiration Date:
 Billing Address:
 (If different)

Payment and Renewal Terms

Initial/Billing Term: Annual
 Payment Terms: Annual contract
 Renewal Provision: Automatic unless Customer notifies TimeTrade before the 1st business day of the Billing Term

Software and Services

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Customer Initials _____

Customer Initials _____

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Signatures

CUSTOMER	TIMETRADE SYSTEMS
Signature: _____	Signature:
Print Name: _____	Print Name: Christopher P. Murphy
Title: _____	Title: Vice President Sales
Date: _____	Date: 6/28/10

458-51011

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Terms of Use

This Terms of Use explains the contractual Agreement between you and TimeTrade Systems, Inc. ("TimeTrade") regarding your use of TimeTrade's software on a SaaS ("Software as a Service") basis in which TimeTrade licenses you the software for a fixed term and hosts the application for you. This Agreement is effective as of the date you execute TimeTrade's standard order form, or your own purchase order acceptable to TimeTrade (the "Order Form"). This Agreement expires at the end of the Initial Term, as defined below.

BY EXECUTING SUCH ORDER FORM, YOU AGREE THAT YOU HAVE READ AND ACCEPTED THESE TERMS AND CONDITIONS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE COMPANY TO THE TERMS GOVERNING THE USE OF THE SERVICE. THE TERM "YOU" REFERS TO: (1) THE COMPANY, ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, OR (2) AN INDIVIDUAL, IN THE CASE OF A NON-LEGAL ENTITY, AS DEFINED IN THE INFORMATION PROVIDED TO TIMETRADE ON THE ORDER FORM. THE TERM "WE" REFERS TO TIMETRADE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT EXECUTE THE ORDER FORM FOR THE SERVICE.

BEFORE EXECUTING THE ORDER FORM, YOU MUST ASCERTAIN THAT THE SERVICE WILL MEET YOUR SPECIFIC FUNCTIONAL REQUIREMENTS. THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND WE DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR THAT THE SERVICE WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. BY EXECUTING THE ORDER FORM, YOU AGREE THAT THE ORDER FORM CONTAINS NO CONTINGENT PAYMENT TERMS OR ANY OBLIGATION FOR TIMETRADE TO REFUND ANY AMOUNTS CONTRACTED FOR.

- **DESCRIPTION OF SERVICES**

TimeTrade licenses its appointment scheduling and resource management software to certain customers as a hosted application (the "Service"). We create a customized online scheduling application (the "Scheduler") for you, train you in its use and administration, and host it at a third-party data center for access by users that you authorize (the "Users" and "Customers"). To use the Service, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. You must provide all equipment necessary to make such connection to the World Wide Web, including a computer and Internet access.

Before using the Service, you must execute an Order Form specifying the charges and payment terms agreed to by you and TimeTrade. As part of the Scheduler configuration, you will select

a login name, login password, and domain prefix (for example, <http://www.yourbusinessname.timetrade.com>). Although we will make every effort to assign to you the name, password, and prefix that you select, we reserve the right to reject any of your choices if it has been previously assigned to another user or if TimeTrade, in its sole discretion, deems such domain prefix offensive.

- **CONTACT AND BILLING INFORMATION**

In consideration of your use of the Service, you agree to provide TimeTrade with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of authorized billing and systems administration contacts. You agree to update this information within thirty (30) days of any change to it. If the contact information you have provided is false or fraudulent, we reserve the right to terminate this Agreement and your access to the Service and Scheduler in addition to any other legal remedies.

- **FEES, PAYMENT TERMS, RENEWAL, PARTIAL BILLING PERIOD**

You will pay all charges in accordance with the fees and payment terms contained in the Order Form. TimeTrade's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on TimeTrade's income.

Unless otherwise indicated on the Order Form, all fees and charges specified on the executed Order Form for the Initial Term are nonrefundable whether or not you publish your Scheduler or actively use the Service. If you elect to discontinue use of the Service and terminate the Agreement, no refund will be given for the unused portion of the Initial Term or any renewal term.

This Agreement will automatically renew upon the expiration of the Initial Term unless terminated by you or TimeTrade, and we will automatically invoice you upon renewal. Unless otherwise indicated on the Order Form, TimeTrade reserves the right to change the fees upon renewal with at least thirty (30) days prior notice to you, which notice may be provided by e-mail.

In the event that you terminate this Agreement (other than by reason of breach by you) or choose not to renew, TimeTrade will make available to you a file of Your Data within thirty (30) days of termination or non-renewal if you so request at the time notice is given. You agree and acknowledge that TimeTrade has no obligation to retain Your Data, and may delete such data, more than 30 days after termination or non-renewal. Termination by you will not relieve you of any obligations incurred prior to termination.

TimeTrade may terminate this Agreement by notifying you at least thirty (30) days prior to the end of the then current term.

- **SUSPENSION OR TERMINATION OF SERVICE FOR NON-PAYMENT**

If payment of fees is not received for any reason, TimeTrade reserves the right to suspend your access to your Scheduler if the problem cannot be cured within ten (10) business days and terminate your access if the problem cannot be cured within thirty (30) days. If you believe

that an invoice from TimeTrade is incorrect, you must contact us within ten (10) days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit or avoid suspension.

You will continue to be charged fees during any period of suspension. TimeTrade reserves the right to subject delinquent invoices (accounts in arrears) to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Should your account be suspended for delinquent payment, TimeTrade also reserves the right to impose a separate reactivation fee should you thereafter again request access to the Service.

You agree and acknowledge that TimeTrade has no obligation to retain Your Data in the event of termination of the Service for non-payment, and as such Your Data will be irretrievably deleted. If you or TimeTrade initiate termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Fees and Payment Terms section above.

- **TERMINATION FOR CAUSE**

TimeTrade may deny you access to all or part of the Service without notice if you engage in any conduct or activities that TimeTrade believes in its sole and absolute discretion violates applicable law or any terms of this agreement. You agree that any termination of your access to the Service and your Scheduler hosted by TimeTrade under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that TimeTrade may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that TimeTrade shall not be liable to you or any third-party for any termination of your access to the Service or your Scheduler.

- **LICENSE GRANTS**

TimeTrade grants you a non-exclusive, non-transferable worldwide right to use the Service, subject to the terms of this Agreement. You grant to TimeTrade the non-exclusive, worldwide, right to use, copy, store, transmit and display Your Data solely to the extent necessary to provide the Service as requested by you. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make available to any third party the Service or the Content, or (ii) modify or make derivative works based upon the TimeTrade Technology or the Content. All rights not expressly granted to you are reserved by TimeTrade and its licensors.

- **TIMETRADE OWNERSHIP**

TimeTrade alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the TimeTrade Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey any rights of ownership in or related to the Service, TimeTrade Technology or Intellectual Property owned by TimeTrade to you. The TimeTrade name, the TimeTrade logo, and the product names associated with the Service are trademarks of TimeTrade or third parties, and no right or license is granted to use them.

- **YOUR RESPONSIBILITIES**

You are responsible for any and all activities that occur under your Scheduler. You shall: (i) notify TimeTrade immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to TimeTrade immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you; (iii) assure that use of the Service shall at all times comply with all applicable local, state, federal, and international laws, regulations, and conventions, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data; and (iv) not impersonate another TimeTrade user or provide false identity information to gain access to or use the Service. TimeTrade reserves the right to take any action it deems appropriate with respect to Content posted on your Scheduler. Such action is taken at the sole discretion of TimeTrade and may include, but not be limited to, termination of your rights of use.

- **YOUR DATA**

All data submitted by you to the Service, whether posted by you, Users, Customers or other third parties, shall remain the sole property of you or such third parties, as applicable, unless specifically notified in advance. You, not TimeTrade, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Your Data, and TimeTrade shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data. In the event that you terminate this Agreement (other than by reason of a breach by you), TimeTrade will make available to you a file of the Your Data within 30 days of termination notice if you so request. TimeTrade reserves the right to withhold, remove and/or discard Your Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Your Data immediately ceases, and TimeTrade shall have no obligation to maintain or forward any of Your Data.

- **REPRESENTATIONS AND WARRANTIES**

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. TimeTrade represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service, that your billing information is correct, and that you will comply with the terms of this Agreement.

- **MUTUAL INDEMNIFICATION**

You shall indemnify and hold TimeTrade, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Your Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of the representations and warranties; or (iii) a claim arising from the breach by you or Users of this Agreement, provided in any such case that TimeTrade (i) gives written notice of the claim promptly to you (ii) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend

any claim unless it unconditionally releases TimeTrade of all liability and such settlement does not affect TimeTrade's business or Service); (iii) provides to you all available information and assistance; and (iv) has not compromised or settled such claim.

TimeTrade shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or trademark of a third party; (ii) a claim, which if true, would constitute a violation by TimeTrade of the representations or warranties; or (iii) a claim arising from breach of this Agreement by TimeTrade; provided that you (i) promptly give written notice of the claim to TimeTrade; (ii) give TimeTrade sole control of the defense and settlement of the claim (provided that TimeTrade may not settle or defend any claim unless it unconditionally releases you of all liability); (iii) provides to TimeTrade all available information and assistance; and (iv) has not compromised or settled such claim. TimeTrade shall have no indemnification obligation, and you shall indemnify TimeTrade pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware or business process(s).

- **PRIVACY**

TimeTrade holds information about you, your business, customers, employees, and Users in strict confidence. TimeTrade's privacy policy may be viewed at www.timetrade.com (homepage footer). TimeTrade reserves the right to modify its privacy policy in its reasonable discretion from time to time.

- **DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TIMETRADE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Nor does TimeTrade guarantee that any information, software, or other material accessible from or related to the Service is free of viruses, worms, or other harmful components.

TIMETRADE MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (iv) ANY ERRORS IN THE SOFTWARE RELATED TO THE SERVICE WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TIMETRADE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS AND CONDITIONS.

- **INTERNET DELAYS**

THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. TIMETRADE IS NOT

RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

- **RELEASE; LIMITATION OF LIABILITY**

Other than as set forth herein, TimeTrade is not directly involved in the actual transaction between you and your Customers using the Service and your Scheduler. TimeTrade has no control over the quality or legality of the appointments made, or the truth or accuracy of the user registrations. TimeTrade cannot ensure that your Customers will honor their appointments. Because we are not involved in the actual direct transaction between you and your Customer, in the event that you have a dispute with one or more Customers, you release TimeTrade (and our officers, directors, agents, subsidiaries and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TIMETRADE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF TIMETRADE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICE OR YOUR SCHEDULER; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (d) ANY OTHER MATTER RELATING TO THE SERVICE OR YOUR SCHEDULER. IN NO EVENT SHALL TIMETRADE'S TOTAL CUMULATIVE LIABILITY EXCEED THE AMOUNT PAID BY YOU FOR USE OF THE SERVICE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES.

- **ADDITIONAL RIGHTS**

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to you.

- **ASSIGNMENT**

This Agreement may not be assigned by you without the prior written approval of TimeTrade but may be assigned by TimeTrade to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

- **OUR RELATIONSHIP**

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created between you and TimeTrade by this Agreement. This Agreement is between TimeTrade and you and is not intended to be for the benefit of any third

party.

- **COMPLIANCE WITH LAWS**

You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Service, your Scheduler, and posting and retrieval of Content (including without limitation those governing interstate commerce, export control, unfair competition, or false advertising). If there are applicable fees and taxes you incur to access the Services, including without limitation all applicable sales, use, gross receipts, and excise taxes, you are solely responsible for their payment.

- **JURISDICTION; GOVERNING LAW**

This Agreement shall for all purposes be governed, interpreted, construed and enforced in accordance with the law of the State of Massachusetts, USA. You hereby agree that the courts located in Boston, Massachusetts, USA shall constitute the sole and exclusive forum for the resolution of any and all disputes arising out of or in connection with the use of the Service and you hereby consent to the jurisdiction of such courts and irrevocably waive any objections thereto. In any action to enforce the provisions of these Terms and Conditions, the prevailing party shall be entitled to costs and attorneys fees. Regardless of where you access the Service, you agree to comply with all applicable laws of the United States of America, including those regarding the export of data and software. You are also responsible for complying with all other laws, rules and regulations that may be applicable to your use of the Service.

- **NOTICE**

TimeTrade may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in TimeTrade's account information, or by written communication sent by first class mail or pre-paid post to your address on record in TimeTrade's account information. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email). You may give notice to TimeTrade (such notice shall be deemed given when received by TimeTrade) at any time by any of the following: email to support@timetrade.com; letter sent by confirmed facsimile to TimeTrade at 781-541-5095; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to TimeTrade at the following address: TimeTrade Systems, Inc., 3 Highwood Drive, Tewksbury, MA 01876 to the attention of: Controller.

- **MODIFICATION OF TERMS**

TimeTrade reserves the right to change the terms and conditions of this Agreement or its policies relating to the Service at any time and shall notify you by posting an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

- **MISCELLANEOUS PROVISIONS**

This Agreement constitutes the entire agreement between TimeTrade and you and governs your use of the Service, superceding any prior agreements between you and TimeTrade. If any provision of the Agreement is held to be invalid or unenforceable, such provision will be struck

and the remaining provisions enforced. Headings are for reference purposes only. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. By using the Service, you represent and warrant that you can form legally binding contracts under applicable law. This Agreement and all writings incorporated by reference into the Agreement, set forth the entire understanding and agreement between you and TimeTrade with respect to the subject matter hereof. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

- **DEFINITIONS**

As used in this Agreement and in any Order Forms now or hereafter attached hereto,

"Agreement" means this Terms of Use agreement and any Order Forms executed with TimeTrade.

"Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service;

"Customer(s)" means anyone authorized by you to use the Service and your Scheduler to book and confirm appointments or reservations for themselves.

"Initial Term" means the period during which you have committed to pay for the Service as indicated on the executed Order Form.

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature;

"Order Form" means TimeTrade's standard order or your purchase order that is an acceptable to TimeTrade as a substitute. The Order Form specifies the Initial Term for the Service, the applicable fees, the billing period, and other charges as agreed to between the parties. Each such Order Form shall be incorporated into and become a part of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail;

"Scheduler" means your customized online scheduling application based on TimeTrade's software, hosted by TimeTrade at its data center, and accessed by Users and Customers via a URL assigned to you. For example, <http://www.yourbusinessname.timetrade.com>.

"Service" means the online appointment and reservations scheduling service developed, operated, and maintained by TimeTrade accessible via <http://www.timetrade.com> or other designated web site or IP address or ancillary services rendered to you by TimeTrade, to which Users and Customers are being granted access under this Agreement, including the TimeTrade Technology, the Scheduler, and the Content;

"TimeTrade" means TimeTrade, Inc. a Delaware corporation, having its principal place of

business at 3 Highwood Drive, Tewksbury, Massachusetts 01876.

"TimeTrade Technology" means all of TimeTrade's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by TimeTrade in providing the Service and your Scheduler;

"User(s)" means you, your employees, representatives, consultants, contractors or agents who are authorized by you to use the Service to book appointments and reservations on behalf of Customers, and to administer and manage your Scheduler.

"Your Data" means any data, information or material provided or submitted by Users, and any registration information and appointment data provided or submitted by Customers or by Users on behalf of Customers, to your Scheduler in the course of utilizing the Service.

QUESTIONS OR ADDITIONAL INFORMATION

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to info@timetrade.com.

Copyright 2009 TimeTrade Corporation, Inc. All rights Reserved.

CONTRACT ADMINISTRATOR: Steve Featherston, Interim Director, Information Technologies, or successor.



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Privacy Statement

TimeTrade Systems, Inc. ("TimeTrade") respects your privacy and values your trust. The following Privacy Statement outlines how TimeTrade will treat information as you use our products and services. Please direct any questions that you may have regarding our Privacy Statement at any time to our privacy coordinator at privacy@timetrade.com.

Personally-identifiable Information

When you register to use our products and services, we gather some information about you such as your name, business type or occupation, email address, credit card, and billing address information. We request this information so that we may register and bill you for our service, and customize our application to meet the specific needs of your business or profession. In addition, we give you the option to receive information from TimeTrade and third parties.

If you sign up for our mailing list, we will share your name and email address (with your permission) with selected partners so that they may contact you regarding special offers that may be of interest to you. By collecting some information about you, we are able to deliver more relevant information and offers to you. You can opt-out of receiving information at any time by logging into your TimeTrade account and changing the appropriate settings in the account administration wizard. TimeTrade may disclose or access account information in the event the law requires such disclosure and for administrative or related purposes to maintain and improve our services to you. TimeTrade will never share personally-identifiable information about you or your business with any third party without receiving your permission, unless required to do so by law.

Non-Personally-Identifiable Information Automatically Collected

At times, we may collect information about you that is not personally-identifiable. Examples of this type of information include the type of Internet Browser you are using, the type of computer operating system you are using, and the domain name of the Web site and/or Internet Service Provider from which you linked to our site. In addition, we may collect user statistics that we may provide to prospective advertisers or partners. This information is provided in the aggregate only and will not include any personally identifiable information about any individual users.

Cookies

When you log onto our Web sites or advertisements, we use cookies to provide customizable and personalized services, such as changing your personal profile. By modifying your browser preferences, you may accept all cookies, be notified when a cookie is set, or reject all cookies. Even if you reject the use of cookies, you will still be able to use our products and services. This policy does not cover

the use of cookies by any advertisers. TimeTrade does not have control or access to information contained in the advertisers' cookies.

Scheduling & Appointment Confidentiality

TimeTrade never shares a service provider's schedule with anyone. For persons scheduling appointments with a service provider, TimeTrade will not share their personal schedule information with anyone except the service provider with whom they make an appointment. All scheduling and appointment information will be confidential. Each service provider can view only information relating to his or her appointments.

Customer & Employee Confidentiality

TimeTrade also holds your customer and employee information in strictest confidence. However, certain of your customers may choose to receive information from TimeTrade and third parties by an opt-in election.

Children

Children should request permission from their parent or guardian prior to sending personal information online. TimeTrade does not intend to collect any personally-identifiable information from individuals under the age of 13. If a child has provided TimeTrade with personally-identifiable information, a parent or guardian of that child should contact us if they would like such information deleted from our records. We will use reasonable efforts to delete the child's personally-identifiable information from the existing files.

Security

Our Web site has security measures in place to protect against the loss, misuse, and alternation of the information under our control. These security measures include state-of-the-art firewall, physical protection in our data center, and Secure Socket Layer (SSL) to protect your financial data during transactions.

Credit Card Transactions

Credit card transactions are processed by Cybercash which has confidentiality of transactions covered by their privacy policy. A professional payment authorization service was chosen for added security. Cybercash offers secure encrypted credit card transactions for thousands of companies and has stringent security measures in place.

Communication of Changes

Protecting your privacy and information is a top priority of TimeTrade. We will make reasonable efforts to communicate any changes to our Privacy Statement to our customers, but in any event our Privacy Statement may change from time to time and we invite you to review this Policy at any time.

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CONTRACT ROUTING SHEET

Contract #: 458-51011

Date Prepared: _____

Need Date: 04/23/2010

PROCESSING DEPARTMENT:

Department: Information Technologies
Dept. Contact: Heather Pence
Phone #: 621-5854

CONTRACTOR:

Name: TimeTrade Systems, Inc
Address: 100 Crosby Drive
Bedford, MA 01730

Department: _____
Head Signature: *St. Martin*

Phone: 781-541-5800

CONTRACTING DEPARTMENT: Information Technologies

Service Requested: Hosted appointment scheduling application services

Contract Term: Perpetual *3 years* Contract Value: \$3,570/yr 1, \$2,500/yr 2+

Compliance with Human Resources requirements? Yes: X No: _____

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: *4/29/10* Disapproved: _____ Date: _____ By: *Terry...*

Approved: _____ Disapproved: _____ Date: _____ By: _____

Conditionally approved - pls. see my confidential atty-client memo.

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: *✓* Disapproved: _____ Date: *4/29/10* By: *[Signature]*

Approved: _____ Disapproved: _____ Date: _____ By: _____

WC expired - need renewal.

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

2010 APR - 8 PM 2:11
EL DORADO COUNTY COUNSEL

APR 29 PM 4:40
EL DORADO COUNTY COUNSEL