



**ScheduleAnywhere License Agreement**

This Software License Agreement (“**Agreement**”) is entered into as of 10/22/2022 (“**Effective Date**”), by and between TimeClock Plus, LLC, a Delaware limited liability company with its principal place of business located at 1 Time Clock Drive, San Angelo, TX 76904 (“**TCP**”) and Customer. This Agreement supersedes all prior agreements and understandings (whether written or oral) between TCP and Customer with respect to the subject matter hereof.

Company Name (“**Customer**”): El Dorado County Probation  
Street Address: 3974 Durock Rd. Suite 205  
City: Shingle Springs State: CA ZIP Code:95682 Country: USA

**CUSTOMER SHALL NOT ALTER OR AMEND THIS AGREEMENT IN ANY MANNER WITHOUT WRITTEN CONSENT OF TCP. ANY ALTERATIONS OR AMENDMENTS WITHOUT SUCH CONSENT WILL VOID THIS AGREEMENT AND LICENSE TO USE THE SOFTWARE.**

Under this Agreement, Customer agrees to purchase a license to access a web-based, employee scheduling service from TCP called ScheduleAnywhere (“**ScheduleAnywhere**”), which is hosted by TCP and located at <https://www.scheduleanywhere.com/>.

Therefore, the parties agree as follows:

- 1. Term  
 The initial term of this Agreement shall begin on the Effective Date and will continue through the date below.  
 Date (the “**Term**”): 10/21/2024
  
- 2. License Fees & Taxes  
 During the Term, Customer is licensed to use ScheduleAnywhere for up to 100 active employees. For any annual renewal period after the initial term of this Agreement, TCP may increase the License Fees at any time effective thirty (30) days after providing notice to Customer; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.  
 For Year 1, the cost of using ScheduleAnywhere will be:  
 Annual License Fee: \$3,000.00 (\$2.50 per employee per mo.)  
 Annual License Fee for Each Additional Active Employee over Maximum: \$30.00 (\$2.50 per month)  
 For Year 2, the cost of using ScheduleAnywhere will be:  
 Annual License Fee: \$4,200.00 (\$3.50 per employee per mo.)  
 Annual License Fee for Each Additional Active Employee over Maximum: \$42.00 (\$3.50 per month)  
 The above fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes (“**Taxes**”). Customer is responsible for paying all Taxes, excluding only taxes based on TCP’s net income. If TCP has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides TCP with a valid tax exemption certificate authorized by the appropriate taxing authority. This agreement shall not exceed \$8,856.00. Pricing for all active employees is stated above. If the Customer adds active employees to their ScheduleAnywhere system to the extent the contract value exceeds \$8,856, a new contract must be signed to include the cost of the overages incurred by the Customer.



3. Training

TCP uses an online “train-the-trainer” method. Customer is responsible for identifying key personnel who will receive online ScheduleAnywhere training. Training sessions will be conducted using the GoToMeeting service, and offered during normal TCP office hours, which are 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday (except major U.S. holidays). Training is available at the hourly cost listed below. TCP and Customer will agree upon a training schedule.

Online Training Cost per Hour: \$200.00

4. Upgrades & Support

All upgrades are included in the cost of ScheduleAnywhere and are automatically uploaded to the ScheduleAnywhere server. Whenever the Customer accesses ScheduleAnywhere, the Customer will be using the latest version of TCP’s ScheduleAnywhere scheduling software. TCP will provide unlimited telephone and e-mail support to a designated single point of contact designated by Customer. TCP technical support hours are 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday (except major U.S. holidays).

5. Employee Import

If an import of employees is requested by Customer, TCP and Customer will agree on a timeline for a one-time import of employees. TCP can import employee names, positions, contact info, etc. into ScheduleAnywhere. TCP will provide Customer with the required format for importing. The cost for the optional import is based upon the number of employees imported.

6. Terms of Service

Customer agrees to use ScheduleAnywhere in accordance with the terms of service located at <https://www.scheduleanywhere.com/site/terms.aspx>.

7. Payment Terms

All Customer invoices will be paid according to the payment terms below. Payments to TCP must be made in U.S. dollars by check, credit card or by wire. If Customer chooses to pay by credit card, it must provide TCP valid credit card information. TCP will charge Customer’s credit card the amount set forth in Section 2. If for some reason TCP is unable to charge Customer’s credit card, Customer is still liable for any and all charges incurred and must pay TCP the amount due.

Payment Terms: Net 30

SHOULD CUSTOMER NOT REMIT PAYMENTS TO TCP IN ACCORDANCE WITH THIS AGREEMENT, TCP, AT ITS SOLE DISCRETION, MAY TERMINATE CUSTOMER’S ACCESS TO SCHEDULEANYWHERE UNTIL PAYMENT HAS BEEN RECEIVED.

8. Billing Contact Information

If billing contact is different than the person executing this Agreement, complete the required information below. Otherwise, TCP will submit invoices to the person executing this Agreement.

Billing Contact Name: El Dorado County Probation Department – Fiscal Unit

Billing Contact Address: Same as Customer Address

Billing Contact Phone Number: 530-621-5625

Billing Contact Email: pb-fiscal-m@edgov.us

Purchase Order Number:

Submit PDF Invoice to A/P Email: pb-fiscal-m@edgov.us



- 9. Late Fees  
In the event Customer does not pay an invoice or bill within the terms specified in Section 7, TCP reserves the right to assess a service charge of 18% per annum (or 1.5% per month) to cover administrative costs resulting from non-payment of services.
- 10. Contract Administrator  
The County Officer or employee with the responsibility for administering the Agreement is Kaci Smith, Superintendent, Juvenile Treatment Center, Probation Department, or successor.

IN WITNESS WHEREOF, the authorized representatives hereto have executed this Agreement as of the Effective Date.

TCP: TimeClock Plus, LLC

Customer: County of El Dorado

Signed:

Dated: \_\_\_\_\_

Name: Robert Casey  
Title: Vice President -  
Operations

By: \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

Kim Dawson  
Clerk of the Board of Supervisors

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk



Updated: 4/1/2022

## Terms of Service

### 1. 1. ACCEPTANCE OF TERMS

The Terms of Service for ScheduleAnywhere ("**Terms of Service**") are effective immediately upon the user's acceptance of the Terms of Service by clicking the "Login" button. As used in the Terms of Service, the terms "**you**", "**your**", or "**user**" all refer to the person(s) using ScheduleAnywhere ("**the Service**") in any way. We retain the right to modify these terms at any time by posting new terms on this page.

### 2. 2. PERMITTED USES AND RESTRICTIONS

You may not use the Service until you have accepted the Terms of Service. You are responsible, at your own expense, to access the World Wide Web, and pay any service fees associated with such access. You must also provide all necessary hardware and software necessary to make such connection to the World Wide Web.

### 3. 3. DESCRIPTION OF SERVICE

Subject to the terms and conditions of the Terms of Service, TimeClock Plus, LLC ("**TCP**") will provide the following: ScheduleAnywhere, a service that allows you to manage your employee schedules on the World Wide Web. The Service allows managers to create and maintain their employee work schedules online, and provides employees with access to that information through the World Wide Web.

### 4. 4. ACCURACY OF INFORMATION PROVIDED TO TCP

You agree to provide accurate, current, and complete information about your business and promptly notify TCP if any of your business information changes. If you provide any information that is untrue, not current, incomplete, or if TCP has reasonable grounds to suspect that information provided is untrue, not current, or incomplete, TCP has the right to suspend or terminate your account and refuse any future use of the Service.

### 5. 5. ACCOUNTS AND PASSWORDS

You, as a company representative, will create your own email/username and password that will enable you to access the Service and manage your schedules. As the initial user of the Service, your email/username and password will entitle you to special managerial permissions. Upon successful account creation, or anytime thereafter, you may assign an email/username, password, and permissions to your employees so they may access their schedule(s) via the World Wide Web and perform scheduling functions. You are fully responsible for all actions of employees with email/usernames and passwords and are responsible for the confidentiality and use of email/usernames and passwords.

### 6. 6. FEES AND TAXES

By signing up for the Service, you agree to pay the then-current fees associated with the Service. Unless otherwise covered by an agreement with TCP, all fees are non-refundable and TCP reserves the right to modify its fees with or without notice. If you signed up for a free trial account, your first 30 days for the Service are free. Subsequent billings (monthly, annual, etc.) will be billed based upon your prior month's average daily number of active employees. To see the current number of active employees in your ScheduleAnywhere account, please go to Set Up>Company Maintenance>Employees. For current pricing, please call 1-701-235-5226. For month-to-month customers, you can cancel your ScheduleAnywhere account at any time by calling 1-701-235-5226 or 1-800-874-8801. Otherwise, cancellation is subject to the terms of your licensing or hosting agreement.

ScheduleAnywhere fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on TCP's net income. If TCP has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides TCP with a valid tax exemption certificate authorized by the appropriate taxing authority.

### 7. 7. BILLING METHOD

You may choose to pay either by check or by credit card. If you choose to pay by check, payment is due in accordance with the payment terms of your invoice or agreement. If you choose to pay by credit card, you must provide TCP valid credit card information. TCP will charge your credit card on or about your billing anniversary date. If for some reason TCP is unable to charge your credit card, you are still liable for any and



all charges incurred and must pay TCP the amount due. Regardless of billing method, full payment must be received within 30 days of issuance of an invoice. If full payment is not received within the 30 days, the Service may be terminated without notification.

8. **8. USER CONDUCT**

You warrant to TCP that you will not use the Service for any purpose that is unlawful or violates these Terms of Service. Any use of the Service considered an abuse by current Internet standards will serve as reasonable grounds for account termination.

9. **9. GENERAL PRACTICES REGARDING USE AND STORAGE**

You acknowledge that TCP may establish general guidelines and limits concerning use of the Service, including without limitation, establishing the maximum amount of storage space you have on the Service at any time, as well as limiting the number of times and the maximum duration for which you may access the Service in a given period of time. You agree that TCP has no responsibility or liability for the deletion of content maintained by the Service. As a condition of use for this Service, you agree that, in the event of an error with your Service, a Service technician shall be permitted to access your data as necessary to resolve the problem. You acknowledge that TCP reserves the right to change these general guidelines and limits at any time, at its sole discretion, with or without notice.

10. **10. TCP PRIVACY POLICY**

For details about TCP's privacy policy, please refer to the TCP Privacy Statement, accessible via the ScheduleAnywhere home page. You agree to the terms and conditions of the TCP Privacy Statement, as it may be amended from time to time, which is incorporated herein by reference.

11. **11. MODIFICATIONS TO THE SERVICE OR AGREEMENTS**

1. **11.1 Modifications to the Service.**

TCP reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) at reasonable notice to you. You agree that TCP shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service. TCP may specify from time to time the version(s) of related products required in order to use the Service (e.g. supported browsers and versions).

2. **11.2 Modifications to the Terms of Service.**

You agree that TCP may modify the Terms of Service as necessary to comply with any other agreements that TCP is currently bound by or will be bound by in the future, and/or with applicable law, as well as to adjust to changing business circumstances. Your continued use of any of the Service shall constitute your acceptance of the Terms of Service with the new modifications. If you do not agree to any of such changes, you may terminate your account and cease all access and use of the Service. You agree that such termination will be your exclusive remedy if you do not wish to abide by any changes to the Terms of Service.

12. **12. EMPLOYEE REPRESENTATION**

Fees for the Service are calculated according to the number of employees entered into the Service, regardless of the method used to enter the employees. You may not use one employee to represent more than one employee or more than one employee's schedule. If you misrepresent the number of employees that are being scheduled in any way, TCP may (a) suspend or terminate your account and refuse any and all future use of the Service and/or (b) if it is determined that the actual number of employees being scheduled is greater than your company's representation, you will be fully liable for the additional cost for all employees that have been using the Service, retroactively, according to the then-current fees.

13. **13. TERMINATION**

You acknowledge and agree that TCP may suspend or terminate your account and/or deny you access to, use of, or submission of content for, all or part of the Service, without prior notice, if you engage in any conduct that TCP believes, in its sole discretion: (a) violates any term or provision of the Terms of Service; (b) violates the rights of TCP or third parties; or (c) is otherwise inappropriate for continued access and use of the Service. You agree that upon termination, TCP may delete all schedules and information related to your account and may bar you access to your account and the Service. Further, you agree that TCP shall not be liable to you or any third-party for any termination of your access to the Service. You agree to defend, indemnify, and hold TCP harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to reasonable attorneys' fees) arising from your violation of the Terms of Service, state or federal laws or regulations, or any third party's rights, including but not limited to your infringement of



any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of the Service.

14. **14. TCP PROPRIETARY RIGHTS**

You acknowledge and agree that the Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws.

15. **15. NO RESALE, ETC. OF SERVICE**

You agree not to copy, sell, resell, redistribute, or create a derivative work of any portion of the Service, use of the Service, or access to the Service.

16. **16. 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. TCP 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.

TCP MAKES NO WARRANTY ABOUT THE AVAILABILITY, SUITABILITY, RELIABILITY, AND ACCURACY OF THE SERVICE FOR ANY PURPOSE. TCP MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THE TERMS OF SERVICE OR THE SERVICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TCP OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF SERVICE.

17. **17. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TCP 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 TCP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICE RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

YOU ALSO AGREE THAT TCP WILL NOT BE LIABLE FOR ANY (1) INTERRUPTION OF BUSINESS, (2) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEB SITE(S) YOU ACCESS THROUGH THIS SERVICE; (3) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (4) EVENTS BEYOND TCP'S CONTROL;

IN NO EVENT SHALL TCP'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU TO TCP FOR THE SERVICE, BUT IN NO EVENT GREATER THAN THREE HUNDRED DOLLARS (\$300.00). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

18. **18. EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.





ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 16 AND 17 MAY NOT APPLY TO YOU.

19. **19. TRADEMARK AND SERVICE MARK INFORMATION**

ScheduleAnywhere, a registered trademark of TimeClock Plus, LLC ("**TCP**"), the ScheduleAnywhere logo, the TCP logo, trademarks and service marks, and other TCP and ScheduleAnywhere Logos and product and service names are marks ("**Marks**") of TCP. Without TCP's prior permission, you agree not to display or use in any manner, any TCP or ScheduleAnywhere Marks.

20. **20. GENERAL INFORMATION**

The Terms of Service constitutes the entire agreement between you and TCP, and governs your use of the Service, superseding any prior agreements between you and TCP (including, but not limited to, any prior versions of the Terms of Service) with respect to its subject matter. You also may be subject to additional terms and conditions that may apply when you use affiliate or other TCP services, third-party content or third-party software. Except as otherwise provided herein, the Terms of Service shall be governed by the laws of the State of North Dakota without regard to its conflict of law provisions. Except as otherwise provided in the Terms of Service, you and TCP agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Cass, North Dakota. The Terms of Service does not limit any rights that TCP may have under trade secret, copyright, patent, trademark or other laws. The failure of TCP to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect. You agree that any claim or cause of action arising out of or related to use of the Service or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect. The Terms of Service will inure to the benefit of TCP and its successors and assigns.

21. **21. SURVIVAL**

All representations, warranties, Sections 13, 16, 17, 18, 19, and 20 in the Terms of Service shall survive the termination of the Terms of Service.