LATHEM TIME TERMS OF SERVICE FOR PAYCLOCK ONLINE

Thank you for selecting the PayClock Online services offered by Lathem Time Corporation (referred to as "Lathem", "we", "our", or "us"). Review these Terms of Service thoroughly. This is a legal agreement between you and Lathem stating the terms that govern your use of the services (and goods, if applicable) being provided to you by Lathem under their PayClock Online program. This agreement, together with all updates, additional terms, and Lathem's rules and policies, including, without limitation, the items in Section 1 below, collectively constitute the "Agreement" between you and Lathem. BY ACCESSING THE WEBSITE, USING OR INSTALLING ANY FUNCTION OR SERVICE OF THE WEBSITE OR LOGGING INTO AN ACCOUNT, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BOUND BY ALL THE TERMS OF THIS AGREEMENT. If you do not agree to this Agreement, then you may not use the Services.

1. AGREEMENT

This Agreement describes the terms governing your use of the Lathem online services provided to you on this website, including content, updates and new releases, (collectively, the "Services"). It includes by reference:

- Lathem's Privacy Statement provided to you in the Services available on the website or provided to you otherwise.
- Additional Terms and Conditions, which may include those from third parties.
- Any terms provided separately to you for the Services, including product or program terms, ordering, activation, payment terms, etc.
- Any updates or supplements posted to the website from time to time.

All subscriptions are paid Monthly unless otherwise agreed in writing. Optional one year periods may be available, and are subject to early cancellation penalties as specified in the Service Agreement.

2. YOUR RIGHTS TO USE THE SERVICES

- 2.1 The Services, our technology and programs, and any updates or improvements to the Services are owned by Lathem or its licensors. The Services are protected by copyright, trade secret, and other intellectual property laws. Lathem reserves all other rights in the Services. Until termination of this Agreement and as long as you meet any applicable payment obligations and comply with this Agreement, Lathem grants to you a personal, limited, nonexclusive, nontransferable right and license to use the Services and only for the purposes of using the PayClock Online product.
- 2.2 You agree not to use the Services or content in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:
 - Provide access to or give any part of the Services to any third party or unauthorized person in your organization.
 - Reproduce, modify, copy, deconstruct, reverse engineer, de-compile, attempt to derive the source code of, create
 other works from, or disassemble any of our software or the Services.
 - Make the Services available on any file-sharing or application hosting service.
- 2.3 If you are a dealer, please contact Lathem for special terms and discounts available in provision of Services.
- 2.4 Please see Lathem's service offerings which supplement the provisions for PayClock Standard and PayClock Enterprise service offerings, and which provide information on Terminal Hardware Support and other extended warranties as well as certain discounts.

3. FREE TRIAL ACCOUNTS

Lathem may offer Free Trial accounts where you can use Lathem's Services free of charge for a specified time period. Upon expiration of this time period, your access to our Services will be terminated unless you choose to become a paying Member. You understand that only a single Free Trial account will be granted for a given email address. Lathem has no duty to provide Free Trial accounts and has no liability to you if you cannot obtain one or if we terminate your Free Trial account prior to the expiration of the given time period of your existing Free Trial account. At any time, Lathem may discontinue offering Free Trial accounts without notice or liability to you at our sole discretion.

4. PAYMENT

For Services offered on a payment or subscription basis, the following terms apply, unless Lathem notifies you otherwise in writing. This Agreement also incorporates by reference and includes program ordering and payment terms provided to you on the website for the Services:

a. Payments will be billed to you in U.S. dollars, and your account will be debited when you subscribe and provide your payment information, unless stated otherwise in the program ordering or payment terms on the website for the Services. Monthly billing occurs for all customers at same time - end of month. Monthly billing is pro-rated in first

month from "Effective Date" to end of month. Monthly charges for Standard are for next month and for Enterprise customers are for previous month (based on employee activity).

- b. You must pay with one of the following:
 - 1. A valid credit card acceptable to Lathem;
 - 2. A valid debit card acceptable to Lathem;
 - 3. Sufficient funds in a checking or savings account to cover an electronic debit of the payment due; or
 - 4. By another payment option Lathern provides to you in writing.
- c. If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any use of the Services.
- d. You authorize Lathem to verify with any source all of your statements and representations regarding payment methods.
- e. If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of your service, we may participate in programs supported by your card provider (e.g., updater services, recurring billing programs, etc.) to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.
- f. Lathem will automatically renew your monthly or annual Services, unless the Services are cancelled or terminated under this Agreement.
- g. Additional cancellation or renewal terms and/or notice of price changes may be provided to you on the website for the Services.
- h. In the event of a dispute regarding payment for services rendered, you agree to notify Lathem of any such disputes within 30 days of the invoice or payment date and to pay all undisputed amounts as required by Lathem's payment terms.

5. PRICE AND TAX CHANGES

The price paid by customers for use of the Services is subject to change at any time by Lathem in its sole and absolute discretion. Lathem shall have the right to increase or add new fees to all paid subscriptions, including recurring subscriptions for current customers. Lathem will give customers reasonable notice of any price changes, and any such price change shall take effect at the start of the next subscription period following customer's receipt of notice of the price change. By continuing to use the Services after the price change takes effect, you agree to accept the new price and ratify and reaffirm your obligations under the terms and conditions of this Agreement in all respects. If you do not agree to a price change, you can reject the change by cancelling your subscription prior to the price change going into effect.

All fees and charges payable by customers for use of the Services are exclusive of applicable taxes and duties, including applicable sales tax. Tax rates are based on the rates applicable at the time of your monthly charge. These amounts can change over time with local tax requirements in your country, state, territory, county, or city. Any change in tax rate will be automatically applied based on the account information you provide.

6. CREDIT CARD CHARGE-BACKS.

If you are dissatisfied with the Services in any way, we urge you to contact us using the contact information provided below. Lathem greatly values its customers and customer relationships and we will do our best to resolve the dispute to your satisfaction. Because of the availability of Lathem's customer service team and our willingness to actively resolve customer disputes, and although we actively support fighting credit card fraud, Lathem has a zero-tolerance policy regarding credit card charge-backs. If you use a credit card to purchase our Services and/or other products and services we offer, and then begin a charge-back process regarding such a purchase, Lathem reserves the right to immediately terminate your account. Further, your account and the credit card number in question will be tagged in our system so that you will never again be able to use that account and credit card with Lathem.

7. USE WITH YOUR MOBILE DEVICE

Use of these Services may be available through a compatible mobile device, may require Internet access and/or additional software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

LATHEM MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:

- (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION:
- (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
- (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

8. YOUR PERSONAL INFORMATION.

You can view Lathem's Privacy Statement provided with the Services and on the website for the Services. You agree to the applicable Lathem Privacy Statement, and changes published by Lathem. You agree that Lathem may use and maintain your data according to the Lathem Privacy Statement, as part of the Services. You also give Lathem permission to aggregate your non-personally identifiable data which you enter or upload with that of other users of the Services. For example, this means that Lathem may use that aggregated data to improve services, design promotions, or provide ways for you to compare business practices with other users.

9. CONTENT

9.1 You are responsible for your content. You are responsible for all materials ("Content") uploaded, posted or stored through your use of the Services. You are responsible for the storage of your content, whether by archive or by printing or storing reports produced in the PayClock Online program. You are responsible for any lost or unrecoverable Content. You must provide all required and appropriate warnings, information and disclosures. Lathem is not responsible for the Content or data you submit through the Services.

You agree not to use, nor permit any third party to use, the Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

- a. Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;
- b. Content that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy;
- c. Except as permitted by Lathem in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;
- d. Virus, trojan horse, worm or other disruptive or harmful software or data; and
- e. Any information, software or content which is not legally yours and without permission from the copyright owner or intellectual property rights owner.
- 9.2 **Confidentiality of Your Account.** You are responsible for maintaining the confidentiality of account information and for restricting access to your account to those authorized within your entity to use the Services. You agree to accept responsibility and liability for all activities that occur under your account whether lawful or unlawful. You are also solely responsible for all uses of your account, whether or not actually or expressly authorized by you. In order to ensure that Lathem is able to provide high quality services that are responsive to your needs, you agree to allow our employees to access your account and records on a case-by-case basis to investigate complaints. We will not disclose the existence or occurrence of such an investigation unless required by law, including but not limited to a court order or an order of any other administrative or regulatory agency. The Services may include a community forum or other social features to exchange content and information with other users of the Services and the public. Please use respect when you interact with others. Do not reveal information that you do not want to make public. Users may post hypertext links to content of third parties for which Lathem is not responsible.
- 9.3 Lathem may freely use feedback you provide. You agree that Lathem may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant Lathem a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to Lathem in any way.
- 9.4 **Lathem may monitor your Content.** Lathem may, but has no obligation to, monitor content on the Services. We may disclose any information necessary to satisfy our legal obligations, protect Lathem or its customers, or operate the Services properly. Lathem, in its sole discretion, may refuse to post, remove, or refuse to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

10. ADDITIONAL TERMS

- 10.1 Lathem does not give professional advice. Unless specifically included with the Services, Lathem is not in the business of providing legal, financial, accounting, tax, health care, real estate or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.
- 10.2 We may tell you about other Lathem services. You may be offered other services, products, or promotions by Lathem ("Lathem Services"). Additional terms and conditions and fees may apply. With some Lathem Services you may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, etc., to the Internet. You grant Lathem permission to use information about your business and experience to help us to provide the Lathem Services to you and to enhance the Services. You grant Lathem permission to combine your business data, if any, with that of others in a way that does not identify you or any individual personally. You also grant Lathem permission to share or publish summary results relating to research data and to distribute or license such data to third parties.
- 10.3 We may tell you about third party products or services. Subject to the Lathem Privacy Statement, Lathem may offer products and services on behalf of third parties who are not affiliated with Lathem ("Third Party Products") or the Services may contain links to third party websites ("Third Party Sites"). You agree that Lathem can use your contact information, including name and address, for the purpose of offering these products to you. If you decide to use any Third Party Products or access any Third Party Sites, you are responsible for reviewing the third party's separate product terms, website terms and privacy policies, and paying any fees, if any, associated with the Third Party Products or Third Party Sites. You agree that the third parties, and not Lathem, are responsible for their product's performance and the content on their websites. Lathem is not affiliated with these Third Party Products or Third Party Sites and has no liability for them. Lathem reserves the right to terminate access to any interoperability between the Lathem Services and Third Party Products without refunds or credits to you.
- 10.4 **Communications.** Lather may be required by law to send you communications about the Services or Third Party Products. You agree that Lather may send these communications to you via email or by posting them on our websites.
- 10.5 **You will manage your passwords and accept updates.** You are responsible for securely managing your password(s) for the Services and to contact Lathem if you become aware of any unauthorized access to your account. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services. You agree to receive these updates.

11. DISCLAIMER OF WARRANTIES

- 11.1 WHILE LATHEM HAS TESTED THE FUNCTIONALITY OF THE SERVICES, GIVEN DIFFERENT HARDWARE, USERS CONFIGURATIONS AND INTENDED USE ON A CUSTOMER BY CUSTOMER BASIS, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LATHEM, ITS AFFILIATES, AND ITS THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, REGARDING THE WEBSITE AND SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LATHEM DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE ERROR FREE, SECURE, VIRUS FREE, OR WITHOUT INTERRUPTION.
- 11.2 LATHEM, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.
- 12. LIMITATION OF LIABILITY AND INDEMNITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE CUMULATIVE LIABILITY OF LATHEM, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, AND HOWEVER ARISING (INCLUDING NEGLIGENCE), WILL NOT EXCEED ANY AMOUNTS PAID BY YOU FOR SERVICES RENDERED DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY AROSE. SUBJECT TO APPLICABLE LAW, LATHEM, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET LATHEM SYSTEMS REQUIREMENTS. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF LATHEM, ITS AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE.

You agree to indemnify and hold Lathem and its Affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, directly or indirectly arising out of or relating to your use of the Services or breach of this Agreement, including any wage or hour claims that become apparent from the data produced by the

Services (collectively referred to as "Claims"). Lathem reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Lathem in the defense of any Claims.

You also acknowledge that the Services may be temporarily unavailable from time to time for maintenance or other reasons. Lathem assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of user communications. Lathem is not responsible for any technical malfunction in your use of our Services other than our obligation to make functional within a reasonable time after we become aware of any issues.

- 13. CHANGES. We reserve the right to amend or modify this Agreement at any time, and the changes will be effective when posted through the Services, on our website for the Services or when we notify you by other means. We may also change or discontinue the Services, in whole or in part. By continuing to use the Services after such change, you agree to accept the change and ratify and reaffirm your obligations under the terms and conditions of this Agreement in all respects
- **14. TERMINATION.** Lather may immediately, in its sole discretion and without notice terminate this Agreement or suspend the Services if you fail to comply with this Agreement or if you notified us that you no longer will pay for the Services (including a charge back claim to a credit card carrier). You may terminate your account with Lathern at any time; however, you are not entitled to a refund of any amounts paid by you for your Services. Any termination of this Agreement shall not affect Lathern's rights to any payments due to it. Lathern may terminate a free account at any time. Sections 2.2, 3 through 17 will survive and remain in effect even if the Agreement is terminated.
- **15. EXPORT RESTRICTIONS.** You acknowledge that the Services, including the mobile application, and the underlying software may include U.S. technical data subject to restrictions under export control laws and regulations administered by the United States government. You agree that you will comply with these laws and regulations, and will not export or re-export any part of the Services, in violation of these laws and regulations, directly or indirectly.
- **16. GOVERNING LAW.** Georgia state law governs this Agreement without regard to its conflicts of laws provisions. You agree to the exclusive jurisdiction of state courts in Fulton County, Georgia U.S.A. or federal court for the Northern District of Georgia Lathem does not represent that the Services are appropriate or available for use in all countries. You are accessing the Services on your own initiative and you are responsible for compliance with all applicable laws.
- 17. GENERAL. This Agreement, including the Additional Terms below, is the entire agreement between you and Lathem and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You cannot assign or transfer ownership of this Agreement to anyone without written approval of Lathem. However, Lathem may assign or transfer it without your consent to (a) an affiliate, (b) a company through a sale of assets by Lathem or (c) a successor by merger. Any assignment in violation of this Section shall be void. If you want to request a transfer of this Agreement, contact Lathem via an email to: transfer license@lathem.com.

LATHEM TIME SUPPORT AGREEMENT TERMS AND CONDITIONS

Lathem Time Corporation, hereinafter "Lathem", agrees to provide support, at the times specified below, to the customer who is identified in Purchaser Information, hereinafter "Customer" for the products selected on the Product List ("the Product") attached hereto and made a part of this agreement, subject to inspection and acceptance by Lathem. Proof of date of purchase is required prior to acceptance of this Agreement by Lathem.

DESCRIPTION OF SUPPORT SERVICES

- A) In order to receive service or support under the Support Agreement, customer agrees to use the Lathem Support Agreement as its sole source for service or modification of the Product; and to store and use the Product in facilities that meet all applicable health, environmental and safety standards.
- B) Lathem shall maintain the Product in good working order as follows:
 - 1. Lathem will provide a toll free number for Customer to call in order to arrange for servicing or support of the Product.
 - 2. If a Product is damaged or not functioning, a comparable exchange unit will be shipped to Customer on the following business day, via 2nd day air. For an optional fee, overnight priority delivery can be arranged.
 - 3. The Support Agreement will extend the standard warranty that was issued with the product for the duration of the Support Agreement. While under warranty or this Agreement, the Product will be covered for parts and labor to repair defects in materials or workmanship. If a problem with the Product is found to be covered under this extended warranty, Customer will simply keep the exchange clock that was provided.
 - 4. The sole responsibility of Lathem under this Agreement shall be limited to repair of the Product, or replacement thereof, at the sole discretion of Lathem.
 - 5. If it becomes necessary to send the Product or any defective part to Lathem, the Product must be shipped postage prepaid in its original carton or equivalent.
 - 6. For service not covered under the Support Agreement, Lathem will provide a repair estimate before performing necessary service. Customer agrees to return the replacement unit within 5 days of receipt of their repaired unit, or within 5 days of refusal of service. Lathem to provide return shipping.
 - 7. While under the Support Agreement, Customer will receive at no charge the latest comparable versions of software, at the customer's request. Maintenance releases or patches are also available if required. (Optional modules are billable items that are not included with basic upgrades under the Support Agreement.)
- C) Any Service for the Product performed by Lathern shall take place pursuant to the following:
 - 1. At its option, Lathem reserves the right to replace Product with a comparable substitute. This program shall cover substitute equipment for the remainder of the term of the Support Agreement.
 - 2. Any parts, components, circuit boards, modules or Product that Lathem deems necessary to replace shall become Lathem's property. Lathem may use new, used or reconditioned parts, components, circuit boards, modules or equipment as replacements. Replacement items shall be of like kind and quality as those replaced.
 - 3. Notwithstanding the foregoing, Customer acknowledges that a comparable substitute for a Product may not be available due age or obsolescence of the equipment. In such cases, Lathern has no responsibility or obligation to repair or replace such Products with a comparable substitute.
 - 4. In the event Lathem is unable to repair or replace the Product with a comparable substitute, Customer shall have the option to purchase a new Product from Lathem at a discounted purchase price. This program shall cover the new equipment for the remainder of the term of the Support Agreement.

ADDITIONAL SERVICE INFORMATION

Exclusions from Service

Service provided under this agreement is contingent upon the proper use of the Product in an appropriate operating environment. This Agreement does not cover:

- 1. Damage to any Product which has been subject to abuse, neglect or accident, or which has had the serial number altered or removed, or which has been connected, installed, adjusted or repaired other than in accordance with instructions furnished by Lathem.
- 2. Any expendable parts that are readily replaced due to normal use.
- 3. Problems caused by, arising from, related to or made necessary by a) use of Product in a manner not recommended by Lathem, b) electrical work, devices, cables, etc. external to the Product, c) alterations, attachments or other devices not covered by this agreement, d) excessive electrostatic discharge, improper grounding, improper power line protection, e) fire, flood, heat, water or other similar causes.

- A) Initial charges are based on the prices listed on the Lathem Price List in effect at the time of acceptance by Customer of the Agreement. All recurring charges are based on the current prices listed on the Lathem Price List at the time of the recurring billing cycle.
- B) Service activities performed outside of the scope of those terms and conditions requested by the Customer will be billed on a time and materials basis at the Lathem rate in effect at the time of service.

Term and Termination

The initial term of this agreement is for one month from the service commencement date as specified on the Product List attached hereto and made a part hereof. This Agreement shall renew automatically for successive periods of one (1) month, on the same terms and conditions at Lathem's then prevailing prices, except that it shall not be renewed if either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term of the Agreement.

Warranty Disclaimer and Limitation of Liability

- A) Aside from Lathem's obligations to provide service for Product in accordance with the Agreement above, Lathem makes no other representations or warranties relative to such service, expressed or implied. LATHEM EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATIVE TO SERVICES PROVIDED HEREUNDER.
- B) Lathem shall not be liable for the loss of any data as a result of performing services hereunder, and Customer shall be responsible for all necessary or desired backups.
- C) IN NO EVENT SHALL LATHEM BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RELATING TO THIS AGREEMENT. Lathem's total liability to Customer shall not exceed the amount paid to Lathem by Customer for the services provided hereunder. As some states do not allow the limitation or exclusion of incidental or consequential damages, the aforesaid limitation(s) or exclusion(s) may not apply to all customers.

QUESTIONS. If you have any questions regarding this Agreement or the Terms and Conditions referenced herein, please contact us at:

Attn. Customer Service Manager Lathem Time Corporation
210 The Bluffs, Suite 107
Austell, GA 30339
Phone: 404.691.0400
E-mail: info@lathem.com

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