

## WORKFORCE SOFTWARE HARDWARE RENTAL SCHEDULE

This schedule ("Schedule") is made part of the [ \_\_\_\_\_ ] dated \_\_\_\_\_, 20\_\_ by and between WorkForce Software, LLC ("WFS") and \_\_\_\_\_ ("Customer").

Customer shall rent the following quantities of data collection equipment, badges, and related accessories (collectively the "Data Collection Terminal Hardware" or the "Equipment") from WFS for the period indicated:

Item #	Description	Quantity	Term	Monthly Price	Extended
Item 1		Xxx	36 months	xxxx	XXXX
Item 2		Xxx	36 months	xxxx	XXXX
Item 3		Xxx	36 months	xxxx	XXXX
<b>Total Amount Due</b>					
<b>Quarterly Amount Due - (Invoiced in Advance)</b>					
<b>Rental Term: Starting on [MM/DD/YYYY or Delivery] for XX months</b>					
<b>Rental Includes Premium Support for the Rental Period</b>					

### Data Collection Equipment Rental Terms

1. WFS shall rent the Data Collection Terminal Hardware (the "Equipment") listed above in accordance with the Agreement. All prices are exclusive of shipping and handling charges, taxes, or duties which will be paid by Customer unless specifically noted. Customer is responsible for installation unless it has contracted with WFS for installation under a separate Agreement. Customer agrees to inspect and verify the functionality of the Equipment upon receipt and to notify WFS of any damages, malfunction or missing components so that appropriate measures can be taken.
2. The Customer shall:
  - a. maintain the Equipment in good and substantial repair in order to keep the Equipment in as good an operating condition as it was on the date the Equipment was received (normal wear and tear excepted) including replacement of worn, damaged and lost parts, and shall repair any damage to the Equipment;
  - b. take such steps (including compliance with all safety and usage instructions provided by WFS) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
  - c. ensure that the Equipment is kept and operated in a suitable environment used only for the purposes for which it is designed and operated in a proper manner by trained competent staff in accordance with any operation instructions, specifications or documentation provided by WFS;
  - d. maintain operating and maintenance records of the Equipment and make copies of such records readily available to WFS, together with such additional information as WFS may reasonably request;
  - e. make no alteration to the Equipment and do not remove any existing component(s) from the Equipment unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and

maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in WFS immediately upon installation;

- f. not use the Equipment for any unlawful purpose;
  - g. not attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human perceivable form all or any part of the software or firmware within the Equipment;
  - h. assume all risks of loss or damage to the Equipment from any cause, and agrees to return it to WFS in the condition received from WFS, with the exception of normal wear and tear. WFS will determine normal wear and tear. The Customer is encouraged to insure the Equipment under an all risks policy.
3. This Rental shall begin on the start date of the Rental Term and shall terminate on the later to occur of the expiration of the Rental Term or the Equipment's return, at Customer's expense in fully working condition to WFS's facility. At the conclusion of the Rental Term, if Customer does not return the Equipment, the above rental rates shall apply until Customer returns the Equipment.
  4. The Equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. WFS retains title to the Equipment at all times. The Customer shall not, without the prior written consent of WFS, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and Customer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify WFS against all losses, costs or expenses incurred as a result of such affixation or removal. The Customer shall not, nor permit to be done, any act or thing which will or may jeopardize the right, title and/or interest of WFS in the Equipment and, where the Equipment have become affixed to any land or building, Customer must take all commercially reasonable steps to ensure that WFS may enter such land or building and recover the Equipment both during the term of this Schedule and for a reasonable period thereafter, including by attempting to procure from any person having an interest in such land or building, a waiver in writing and in favor of WFS of any rights such person may have or acquire in the Equipment and a right for WFS to enter onto such land or building to remove the Equipment. The Customer shall not assign or sublet any interest in the Equipment or Rental or encumber the Equipment or permit the Equipment to be used by anyone other than authorized users under the applicable software license or service agreement. The Customer shall immediately advise WFS regarding any notice of any claim, levy, lien, or legal process issued against the Equipment. The Customer shall not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, Customer (to the extent it is made aware of such confiscation) shall notify WFS and Customer shall at its sole expense use commercially reasonable efforts to procure an immediate release of the Equipment and shall indemnify WFS on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation.
  5. WFS warrants that the equipment shall operate properly in conjunction with the software and/or SaaS Service as applicable. Customer's remedy if the equipment fails is described in the Support Plan. WFS makes no other warranties, express or implied, as to the equipment rented. The Customer accepts the equipment in "as is" condition and assumes the responsibility for the condition of the equipment.
  6. If the Customer is in default under the Rental, without notice to or demand on the Customer, WFS may take possession of the Equipment as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the Customer responsible for any deficiency. Customer indemnifies and holds WFS harmless for all injuries or damages of any kind for repossession and for all consequential and special damages for any claimed breach of warranty.

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- 7. Customer acknowledges that the use of the Equipment may entail the gathering and storage of biometric information. Customer shall: (i) collect, store, disclose, protect, and destroy such biometric information pursuant to applicable law; (ii) provide all necessary disclosures and obtain the requisite consents and releases for itself and WFS from all third parties that will utilize such biometric technology; (iii) shall erase any biometric information from Equipment prior to sending such Equipment to WFS for any reason; (iv) shall indemnify, defend and hold WFS harmless from any claims that Customer failed to meet its obligations under applicable law and this Section 7.
- 8. In no event shall WFS be liable for any loss of profits, loss of use, loss of data, interruption of business or indirect, special, incidental or consequential damages of any kind in connection with or arising out of the furnishing, performance or use of the Equipment, whether alleged as a breach of contract or tortious conduct, including negligence. The limitation of liability specified in this paragraph applies regardless of the cause or circumstances giving rise to such losses or damages, including without limitation, whether WFS has been advised of the possibility of damages, the damages are foreseeable, or the alleged breach or default is a fundamental breach or breach of a fundamental term. WFS's liability hereunder for damages shall not, in any event, exceed the amounts paid for the Equipment for the prior three (3) months of the Rental Term.
- 9. The terms of the Agreement shall apply to the Hardware ordered on this Schedule and are included by reference herein. All capitalized terms have the meaning set forth herein or as specified in the Agreement. Execution of this Schedule represents Customer's and WFS's acceptance of all terms of the Agreement and any additional terms and conditions set forth in this Schedule. In the event of any conflict between the terms and conditions of this Schedule and the terms and conditions of the Agreement, the terms and conditions of this Schedule shall control. Except as expressly set forth or modified herein, all terms of the Agreement shall and remain in full force and effect.

**CUSTOMER**

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WORKFORCE SOFTWARE, LLC**

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_