

Web Time and Billing (WTAB) Terms of Service

Oct 4, 2016

Web Time and Billing (WTAB) is software Is a cloud-based service offered by DataGem Corp, Seattle, WA. When you check the **Terms Accepted** checkbox, you and the company you represent are agreeing to the terms in this document, which becomes a service contract between you and DataGem Corp.

Use of the Service

You are granted the non-exclusive right to use the WTAB service for your company's internal needs only subject to the terms of this document, during your free evaluation period and afterwards as long as your payments are current.

You may not access this service if you are a competitor of WTAB.

Security

We take a lot of precautions to keep your data secure, both during Secure Socket Layer https transfers and at rest on our secure cloud-based servers.

Privacy

DataGem will not give your information to any third party.

You will occasionally receive notices of any developments that could impact your operations.

Service Fees

Pricing is based upon the number of employees entered into the database. Users and employees are synonymous in WTAB. An employee can be either of the following:

- An administrator can update company, employee, customer and project information in the database. An administrator can also generate and review invoices, keep track of cash receipts and enter charges for him/herself and/or for other employees
- A standard user can enter their own time charges or they can have the time charges entered by another user

If your employee count increases above the level for which you were previously billed, you will be charged for the additional employees in the following billing period.

If payment for WTAB services is not received within 30 days of the invoice date, your account will be deactivated until it is made current. The data for a deactivated account will be retained for 90 days.

You agree to provide and maintain accurate billing information.

Your Responsibilities

You will not violate any laws in the user of the WTAB service.

You own your data and you take all responsibility for the quality, appropriateness and legality of that data. DataGem will not be liable for any damage to your data.

Intellectual Property

DataGem Corporation exclusively owns all WTAB intellectual property including enhancements requested by any WTAB customers. This agreement is not a sale of a license or the underlying technology. It is a service contract that allows your company to use WTAB for your internal purposes.

based solely on DataGem's income.

Termination

DataGem may terminate this agreement for any breach, including non-payment for the service or providing of false information. A free trial account may be terminated at our discretion. When termination occurs, all access to your data by any of your employees will be revoked and the data will be deleted.

Authority

Each party represents that it has the legal power and authority to enter into this agreement. You represent that you have not entered false information.

Mutual Indemnification

You shall indemnify and hold DataGem, 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 the use of the WTAB service.

DataGem 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: a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party..

Disclaimer

DATAGEM MAKsE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. DATAGEM AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY DATAGEM AND ITS LICENSORS.

Internet Delays

DATAGEM'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC

COMMUNICATIONS. DATAGEM IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

DataGem makes no representation that the Service is appropriate or available for use outside of the United States.

Notice

DataGem may give notice to the email address or the street address you provide.

Terms Modification

DataGem reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of 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.

General

With respect to U.S. Customers, this Agreement shall be governed by Washington state law and controlling United States federal law.

This document is the complete agreement and no other oral or written communication applies.