ADDITIONAL TERMS AND CONDITIONS FOR TOP PERFORMANCE SOFTWARE

These additional terms and conditions together with the applicable governing agreement by deployment shall be deemed to be construed as the "Agreement". To the extent there is any conflict between these additional terms and conditions and the applicable governing agreement, these additional terms and conditions shall govern.

1. The following definitions shall be applicable if the Customer is using Top Performance Software as outlined in the Order Form.
   a. "End Users" mean Customer's full and part-time employees and consultants which shall be charged per user rate etc., as applicable, and as stated in the Order Form.
2. The Software is a web application. The Software resides on a server hosted by Company. The Software is accessed by the Customer over the internet via a browser and a login application.
3. The Customer acknowledge and agree that the Company retains ownership and proprietary rights on the databases, user interface, source code, object code, format of displays, modules and the programming techniques developed for and used in the Software.
4. If Customer needs a custom feature in a Software and if Company agrees to develop such custom feature in a Software, it will be subject to additional fees.
5. **Access to Data.** Company agrees that it shall, upon Customer's reasonable request at any time, but not more than twice a year, during the term of this Agreement, provide to the Customer an electronic copy of all Customer Data added to the SaaS Platform in a standard electronic format (i.e., .csv or .txt) at no cost to the Customer.
6. **Customer Support.** Company will attempt to answer the Customer technical support requests concerning the Software. However, this service is offered on a reasonable efforts' basis only, and Company will not be able to resolve every support request. Company supports the Software only if it is used according to the Agreement and on the operating systems for which the Software is designed.
7. **Implementation.** This is contingent on a discussion outlining the scope of the implementation and is applicable to the extent Customer is receiving Implementation as stated in the Order Form.
8. To the extent Customer is receiving single sign-on as stated in the Order Form, the Software license requires the Customer to have experienced SSO technician available to configure to Company's specifications.
9. To the extent Customer is receiving HR and Time and Billing API as stated in the Order Form, Customer needs to have an experienced API applications programmer available to code to Software's specifications.