NOVAtime Purchase Agreement
(Product Purchase; Software License Summary; Scope of Work; Pricing; Terms and Conditions

Customer Information			**Shipping Information**	
Company:	**City of North Little**		**Company:**	
Address:	**120 Main Street**		**Address:**	
Contact:	**Karen Scott**		**Contact:**	
Phone:	**501-975-8800**		**Phone:**	
Fax:			**Fax:**	

Qty	Description	Unit Price	Amount	
1000	Novatime 5000 SaaS Licenses	$2.10/ee/mo	$25,200.00	(Annually)
1000	FMLA Case Tracking Module	$.70/ee/mo	$8,400.00	(Annually)
300	Advanced Scheduling	$2.45/ee/mo	$8,820.00	(Annually)
11	NT7000 Biometric Terminal	$2,061.00	$22,671.00	
2	NT7000 HID Proximity	$2,061.00	$4,122.00	
1	Implementation / Training	$26,530.00	$26,530.00	
1	Annual Software Maintenance	Included	Included	
1	Annual Hardware Maintenance	$3,835/yr	1st Year Free	

A. Pursuant to the NOVAtime Master SaaS Agreement attached hereto identified as Addendum "A" and made a part hereof by this reference (the "SaaS Agreement"), and per Section V thereof, NTI (as defined in the SaaS Agreement) grants a limited license to Customer (as defined in the SaaS Agreement) and Customer agrees to abide by and is subject to the SaaS Agreement and all applicable Schedules, Addendums, and Exhibits attached thereto or referenced therein, if any, in connection with Customer's (and Customer Employees') use of the herein described software (the "Software"); and to acquire the herein associated described hardware and equipment collectively (the "Hardware") and services as described further herein (the Software and the Hardware are collectively referred to herein as the "Products").

B. Customer agrees that the acquisition and/or license(s): (i) of the Products; (ii) support and maintenance for the Products; and (iii) and training in the use and operation of the Products; and (iv)financial obligations, and non-payment of customer obligations concerning the Products are governed by the SaaS Agreement.

Scope of Work

The Scope of Work ("SOW") between **NOVAtime Technology, Inc.** ("NTI") and the City of North Little Rock**,** ("Customer") lists all Products, supplies, services, prices and payments subject to the SaaS Agreement and referenced documents.

NTI will utilize its *SurePath*™ methodology to ensure successful transition from phase to phase. *SurePath*™ will also accommodate the communications, issue and risk management, and all associated change and acceptance orders.

Product and Subscription Term / Renewal Fees

Product: NOVAtime Software as a Service
Contract Subscription Term: 5 Years
Annual Renewal Fee(s):

- **Years 2 - 5: $46,255.00**

Effective Date: Date of Contract Execution
Other: Hardware, Software, and Services (listed below)

Phase 1 - Pre-Implementation

System Parameter Discovery
Hardware Configuration and Testing
System Approval
BS&A Interface Testing/Certification
Solomon Dynamics Interface Testing/Certification
System Configuration & Testing
System configuration/Operation Review
Remote Pre-Install access by Customer

Web Delivery of 1000 NOVAtime Employee Licenses

Web Delivery of 1000 NOVAtime FMLA Case Tracking Licenses

Web Delivery of 300 NOVAtime Advanced Scheduling Manager Licenses

11 NT7000 Biometric Clocks and 2 NT7000 HID Proximity clocks will be delivered

NOVAtime SaaS Software

- MS SQL Compatible Application
- Employee Scheduling
- Employee History
- Timecard Archiving
- Scheduled E-mail Reports
- Automatic Data Collection Processes
- Payroll / HRIS (Batch) Interface

NT7000 Terminals

- **Includes One (1) Year Warranty**

Phase 2 - Implementation / System Delivery

Software Installation / Environment
Terminal Installation Assistance
IT Environmental Testing and Certification
Train Administrator
Train the Trainers
System Operations Follow-up
Training Plan Development & Delivery
Testing
Program Terminals
Train Payroll/HR Departments
Train IT Personnel
Training Follow-up
System signoff

Phase 3 - Post-Implementation

System Operations Group Discussion
Implement Maintenance
Implement Other Schedules
On-Going Training Schedule Deployment
Final System Review
PIER (Post Implementation Evaluation Report)

Ongoing Software Support During Subscription Period

1. Services Provided by NTI. Provided that Customer has paid the required fees for Software support, NTI agrees to provide the following support services in connection with all Software components of the Products purchased hereunder after the Warranty Period:
   a. Unlimited telephone support for single point of contact and/or system administrator is provided through our Premium Support option 25 hours a day, 7 days a week.
   b. On-line support during normal business hours (Customer is required to have Internet Access).
   c. Support services to the Core NOVAtime System, including the Software Maintenance and Support Program ("Service Agreement"), as set forth in Addendum "B" attached hereto and made a part hereof by this reference, as well as the add-on modules that Customer will be provided (which are the Advanced Scheduling Manager (ASM) module, the Analytics module, and the FMLA/Leave Management module). The NTI services also cover the Customer's time clocks. This support/service is provided and made available to Customer during the normal business hours.
   d. Provision to Customer at no additional charge of all Software updates and new versions applicable to the installed modules.
   e. NTI will provide support and maintenance with respect to Customer's uptime while processing or engaging the system and reflecting NTI's performance achievement of the Customer operations in the system pursuant to NTI's Service Level Agreement (the "SLA").

2. Customer Obligations. NTI retains and reserves the right, and Customer agrees to provide to and hereby consents for NTI, direct access upon notification from NTI that such access is necessary, to the NTI database and related applications.

   Additionally, Customer agrees to use the SMARTHelp online assistance designed to pinpoint where the Customer (or its Employees) is situated within the SaaS system and to guide Customer in navigating the desired avenue or path within the system.

3. Limitation on Support Obligation. NTI's support obligations are limited, excluded, or otherwise restricted pursuant to Sections V, VI, VII of the SaaS Agreement.
4. Renewal Option. Subject to Customer compliance with and performance under the SaaS Agreement, the NTI Software Support services shall continue and Customer shall pay for such services at the rate and time duration as listed on the Summary for successive one-year periods unless Customer notifies NTI in writing no later than thirty (30) days prior to the termination of the last year of software support (or of each succeeding anniversary date thereafter) that Customer intends to terminate the NTI services, or due to non-appropriation of funds sufficient to allow Customer to meet its obligations, or for any other reason more specifically set forth in Section VII.

Pricing Overview

Fixed, One-time Charges:		
Software Customization	$	N/A
Implementation Fee	$	26,530.00
Hardware		
11 NT7000FP	$	22,671.00
2 NT7000 HID	$	4,122.00
Total: One-time Charges	**$**	**53,323.00**

Recurring, Annual Charges: NOVAtime 5000 SaaS	
1000 Employees	$2.10 per employee per month (Billed $25,200 Annually)
1000 Employees (FMLA)	$.70 per employee per month (Billed $8,400 Annually)
300 Employees (ASM)	$2.45 per employee per month (Billed $8,820 Annually)
Annual Hardware Maintenance	$3,835 Annually (1st Year Included Free)
Variable Professional Services	TBD (See Table 1)

Customer agrees that pricing quote is valid through 12/15, 2017.

1. Corporate Approval. All orders, SOW, and Customer Transactions (defined in the SaaS Agreement) are subject to the approval of the NOVAtime Technology Inc. ("NTI") Corporate Office in California and are non-cancelable and non-refundable.

2. Title and Delivery.
   a. All Products will be delivered by NTI to the City of North Little Rock.
   b. NTI agrees to use commercially reasonable efforts to fill orders placed by Customer in accordance with Customer's requested delivery schedule for such Products.
   c. NTI shall have no liability whatsoever for delays in delivery due to *force majeure* or causes beyond its control. See Section XXII of the SaaS Agreement for further provisions.

3. Restocking Fee. Customer agrees that if any portion or the entirety of the Product ordered is returned to NTI, with or without NTI's prior consent, Customer shall pay a restocking fee equal to twenty percent (20%) of the Purchase Price of such returned Product(s) in addition to Customer's obligation to pay the entirety of the Product ordered as the same are non-cancelable and non-refundable.

4. Warranty. Subject to Section XIII of the SaaS Agreement, NTI warrants that all NTI Products shall be free from defects in materials and workmanship for a period of ninety (90) days from the date of installation and all Products shall be free of defects for a period of one year (365 days) from date of acquisition (the "Warranty Period"). This warranty is extended to the original Customer only and is subject to all the conditions and limitations, in addition to Section XIII of the SaaS Agreement, as follows:

a. Any part(s) found to be defective (except as specifically excluded below) shall be replaced or repaired by NTI, without charge to the Customer for parts or labor, subject to and provided that the Product has been used in accordance with the NTI manual and has not been subject to any Customer or nonaffiliated NTI third party mishandling, neglect, misapplication, overburdening, abuse or tampering. NTI shall pay for the shipment of the Product(s) from NTI if the defect is covered by warranty; otherwise Customer is responsible and shall pay all shipment and repair costs. Customer is responsible for all shipment costs from Customer to NTI.
b. Only NTI and its designated personnel are authorized to make repairs or replacements under this warranty, and made, if applicable or appropriate, only after NTI is notified in writing of and determines that the repair requirement resulted from defective materials or workmanship covered under this warranty.
c. In the event a defective Product cannot be repaired or replaced and such defect is material to the operation of the Product in accordance with its specifications, NTI agrees to refund to Customer the Purchase Price paid by Customer for such defective Product. The non-repaired/defective Product must be timely returned to NTI. See Sections XIII and XIV of the SaaS Agreement for further provisions.
d. THE REMEDIES OF REPAIR, REPLACEMENT OR REFUND SET FORTH HEREIN SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES IN THE EVENT OF A CUSTOMER EXERCIZED REMEDY OR A BREACH OF THIS WARRANTY. See Section XII of the SaaS Agreement for further provisions.

   The above Warranty shall not apply to any Product(s) or parts thereof in the event of:

   (i) Damage, defects or malfunctions resulting from misuse, accident, neglect, tampering unusual physical or electrical stress or causes other than normal and intended use (including modification or replacement of any NTI components on any boards supplied with the Products or any use that is inconsistent with any user documentation);

   (ii) Failure of the Customer to provide and maintain a suitable installation and maintenance environment for the Products; (iii) Malfunctions resulting from the use of non-NTI approved supplies with the Product; or (iv) Any defect not promptly communicated in writing to NTI prior to the expiration of the Warranty Period. No representation or other affirmation of fact including, but not limited to, statements regarding capacity, suitability for use or performance of the Product(s) shall be or deemed to be a warranty or representation by NTI for any purpose whatsoever or impose any NTI liability or obligation whatsoever. Further, this Warranty does not cover or apply to batteries, bar code wands, bulbs, distribution boxes, light bulbs, or third party software contained in, or associated with, the Products, the same of which are provided by NTI to Customer in "AS IS" condition without any warranty, expressed or implied.

Billing Overview

NTI invoicing will be as follows:

Year 1: $95,743.00

- $67,020.10 Due Upon Contract Execution
- $19,149.60 Due 45 Days from Date of Execution
- $9,574.10 Due 90 Days from Date of Execution

Year 2: $46,255.00

- $46,255 Due 2 Years from Date of Contract Execution

Year 3: $46,255.00

- $46,255 Due 3 Years from Date of Contract Execution

Year 4: $46,255.00

- $46,255 Due 4 Years from Date of Contract Execution

Year 5: $46,255.00

- $46,255 Due 5 Years from Date of Contract Execution

Payment Terms - Detail

- **Initial Deposit**: Initial payment shall be for 70% of the First year total: the entire Implementation Fee **$67,020.10** NTI has agreed to begin implementation while this initial deposit is pending. However, should the City of North Little Rock choose to cancel this project at any time prior to the delivery of the initial deposit, the City of North Little Rock commits to the mandatory delivery of this fee.

- **Remaining Year 1 Balance**: Outside of the initial deposit, the 2nd payment of **$19,148.60** is due 45 days after the date of contract execution. The 3rd and final payment for year 1 of **$9,574.30** is due 90 days from date of contract execution.

- **Renewal/Ongoing Fees - Years 2 through 5**: Reoccurring costs are guaranteed at the same rate in years 2 through 5. The cost is $3,835 (Annual Hardware Maintenance) and $42,420 (Annual Vendor Hosting Fee) for a grand total of $46,255 per year.

All fees and charges due per NPA are non-cancelable, and any Customer deposits or payments to NTI are nonrefundable, except as otherwise specified in this NPA SaaS Agreement. NTI's fees and charges are exclusive of all applicable taxes, levies, or duties imposed by all governmental taxing authorities. Customer shall be fully responsible for payment of all such taxes, levies, and duties even if such amounts are not listed on any NTI ordering document, SOW, or NPA. Customer must reimburse NTI for all reasonable expenses incurred relating to providing the NTI services or Product(s).

Customer agrees that all monetary obligations and payments under this NPA SaaS Agreement shall be made by way of electronic funds or by check. This payment process is to be initiated by the delivery of a detailed invoice provided to Customer by NTI. Customer authorizes NTI to bill such: (i) at the time that Customer orders any NTI Product(s) or services, and for all Products and services set forth in the NPA, the ordering document, and/or SOW and (ii) at the time of any renewal, for the amount charged for any renewal Subscription Term(s) as set forth herein.

Corporate Approval. All orders, SOW and Customer Transactions (defined in the NPA SaaS Agreement) are subject to NTI's approval at its Corporate Office in California and are non-cancelable and non-refundable, except as otherwise specified in this NPA SaaS Agreement.

SaaS Agreement.

This NPA is subject to the provisions, agreements, and understandings per the SaaS Agreement (Addendum A) attached hereto and made a part hereof by reference.

Customer acknowledges and agrees that this NPA [which is understood to be a material part of the Customer Transaction (as defined in the SaaS Agreement)] and the SaaS Agreement shall not be binding on NTI until signed and authorized by NTI and delivered to Customer. The SaaS Agreement, as well as this NPA, constitutes the entire understanding of the parties with respect to the purchase/acquisition of the Products and the providing of services, and shall govern in the event any inconsistent terms and conditions as set forth in any Customer purchase order, confirmation, or memorandum, unless specifically agreed to differently or to the contrary signed and authorized by NTI representative.

NOVATIME TECHNOLOGY, INC.		**CUSTOMER**: _____
By:	_____	By: _____
Name:	_____	Name: _____
Title:	_____	Title: _____
Date:	_____	Date: _____

Addendum A
NOVAtime Master SaaS Agreement
(Addendum to NOVAtime Purchase Agreement

I. Parties

The Parties to this NOVAtime Master SaaS Agreement ("SaaS Agreement" or "MSA") are:

(a) The City of North Little Rock ("Customer")
(b) NOVAtime Technology, Inc. ("NTI")

II. Purpose and Nature of SaaS Agreement

NTI is in the business of providing both services and hardware (including software) in connection with the developing, manufacturing, selling, servicing, and marketing of employee time management systems. Customer desires to acquire, license, and use NTI's product and services as more particularly described in the NOVAtime Purchase Agreement ("NPA") in the form of "Software as a Service" ("SaaS") along with purchasing (or alternatively leasing) specific NTI products (hardware)… (referenced as "Hardware" and "Software" in the NPA). Customer is granted certain limited, non-exclusive rights and privileges to use NTI services (software rights).

III. Documents Supporting SaaS Agreement

The SaaS Agreement is understood to be comprised of the NOVAtime Purchase Agreement (NPA) and this SaaS Agreement (including the attached Statement of Work).

IV. Customer Transactions

Pursuant to the Purchase Agreement, Customer is purchasing, leasing, licensing, and/or acquiring the rights to use, on a non-exclusive, limited basis certain described NTI products and services (either SaaS 5000 or Software 5000, along with companion NTI Products/Hardware). The NPA describes the nature and scope of the NTI Products (Hardware) and services that are the subject matter of this SaaS Agreement and corresponding customer transaction (the "Customer Transaction").

V. NTI Licensing

As a part of the Customer Transaction, NTI grants to Customer during the term of the NPA SaaS Agreement, a limited, non-transferrable, non-exclusive, worldwide license (the "License") and corresponding right to permit those Customer authorized individuals, to wit: Customer's Employees (collectively "Customer Employees") to use in accordance with the terms of this NPA SaaS Agreement and NTI Products and services (collectively the "NTI SaaS Materials"). Reference throughout this NPA SaaS Agreement to the term "Software" is understood to be interchangeable with the reference of NTI SaaS Materials and NTI Products.

The grant of License and the limited rights associated thereto are expressly subject to the following:

(a) The maximum number of Customer Employees authorized to access SaaS shall not exceed the number of NTI issued Customer Employee licenses (also sometimes referred to as "Subscriptions"). Customer has purchased 360 licenses per the NPA;

(b) If the Customer provides NTI Products (including Software) embedded in the Hardware, or designed for installation to a central processing unit, Customer must not and is prohibited from: (i) using such Products (Software) in connection with more than the number of Customer Employees allowed by NTI per the NPA, and (ii) using or sharing the License and Products (Software) with a greater number of Customer Employees (or a greater number of computers) than agreed per the NPA without paying in advance additional fees at NTI's then current rates and all of which must be approved in advance by NTI, subject to NTI's sole, subjective, unfettered discretion (collectively "NTI Discretion").

(c) If the Products (Software) is designed for installation on an individual Customer's computer, the Products (Software) must not and is prohibited from being installed on more than the number of computers pre-approved by NTI.

(d) Customer and Customer Employees must not and are prohibited from:

(i) sharing, using, or exploiting the limited grant of License(s) to more than one (1) individual Customer Employee [unless it is reassigned in its entirety to another authorized Customer Employee in which case the prior authorized Customer Employee rights (and rights to access) shall be terminated and cancelled];

(ii) licensing, selling, renting, leasing, transferring, assigning, gifting, distributing, displaying, outsourcing, disclosing, permitting timesharing or service bureau, or otherwise in any manner or fashion whatsoever privately, personally, commercially, donatively, charitably, or otherwise exploiting or making SaaS or the NTI SaaS Materials accessible or available to any non-Customer or non-authorized individual, company, or entity, except as approved in advance by NTI in writing, and such approval of which is at NTI Discretion;

(iii) disassembling/reassembling, reversing compiling, or reverse engineering all or any part or aspect of SaaS or NTI SaaS Materials, or access or use the SaaS or NTI SaaS Materials in order to construct, build, support, reinforce, or assist any person, firm, or entity, manufacturing, distributing, producing, selling, or supporting products, software, or services competitive or contrary to NTI or NTI's economic interest;

(iv) copying, framing or mirroring, reproducing, duplicating, distributing, publishing/re-publishing, downloading, displaying, posting, disseminating, or transmitting all or any part or aspect of the SaaS or NTI SaaS Materials in any form, medium or by any other means whatsoever, including, but not limited to, electronic, mechanical, (photocopying, recording, etc.) or such other tangible, intangible, physical, electronic, or technological means, mode, or medium presently existing or which may in the future be innovated, developed or created;

(v) disclosing, publishing, communicating or disseminating any review, critique, assessment, analysis, dissection, or inspection of SaaS or NTI SaaS Materials including, but, not limited to, the results of any

performance test, to any non-Customer or unauthorized third party user without NTI's prior written approval, and such approval of which is subject to NTI Discretion;

(e) Customer and Customer Employees, jointly and severally, agree, to and through maintaining appropriate administrative, physical, and technical safe guards, endeavor in every commercially reasonable and practicable effort to protect against and prevent unauthorized third party accessing to SaaS and NTI SaaS Materials. Customer acknowledges that: (i) NTI is the sole and exclusive owner of all rights, title, and interests in and to the License(s), NOVAtime Software Products, the source code for the NOVAtime Software, NTI SaaS Materials, and any NOVAtime user documentation, and (ii) any third party developers are the sole and exclusive owners of all rights, title, and interests in and to the third party software, the source code for the third party software, and any third party user documentation; and

(f) Customer and Customer Employees, jointly and severally, recognize and agree that NTI, and as applicable its designated and authorized NTI licensors, retain all ownership and intellectual property rights and interests, including without limitations, all derivatives and improvements thereof, and all tangible and intangible rights thereof, in SaaS, NTI SaaS Materials, and SaaS Software and License(s).

(g) If Customer or Customer Employees violate any part or aspect of this Section V, NTI, may, in NTI's Discretion, automatically and immediately suspend or terminate the License and all corresponding and associated rights and privileges thereto, and exercise all such other rights and remedies available or permitted to NTI at law and/or in equity.

(h) NTI's Software and Licenses (and all copies) are protected by United States copyright and patent laws and international treaty provisions.

(i) The parties hereto disclaim the application to this License of the United Nations 1980 Convention on Contracts for the International Sale of Goods.

(j) During the term of this NPA SaaS Agreement and the companion grant of License and for three (3) years after termination of the License, Customer must maintain complete records regarding Customer's use of the NTI Software. Upon reasonable notice to Customer, NTI and/or a third party developer/licensor may audit, at NTI's or the third party developer's/licensor's expense (as applicable), Customer's books and records, the same of which must be made open and available to NTI or its designated agents to determine Customer's compliance hereunder. Third party developers/licensors and their suppliers are third party beneficiaries to this License in connection with Customer's use of third party software. This License per this NPA SaaS Agreement is therefore also enforceable by third party developers and their suppliers.

(k) Customer shall comply with all laws and regulations applicable to the NTI Software, including export, reexport and foreign policy controls and restrictions, and shall take all necessary actions and precautions to ensure that Customer (and its Customer Employees) does not contravene such laws or regulations. Further, Customer agrees to and must comply with all applicable Federal and State employment and wage and hour laws, regulations, and orders as issued, promulgated, and enacted, currently and throughout the term of the NPA SaaS Agreement, by governmental agencies, legislatures, and judiciary (courts) (collectively "Employment Laws"). Customer is solely responsible to ensure that Customer's (and its employees) use of the NTI Products and services, including, without limitation, the SaaS Software and Materials, is fully obedient and compliant with all such Employment Laws. Further, Customer is solely responsible to verify, monitor, and review on a regular, periodic basis that Customer's (and its employees) use of the NTI Products and services, including, but not limited to, the SaaS Software and Materials, are currently compliant will all such Employment Laws. Notwithstanding anything to the contrary elsewhere in the Agreement, to the extent that Customer is the beneficiary or otherwise protected under the theory of governmental tort immunity then any covenant of indemnification from Customer to NTI is inapplicable and to which no indemnity shall be provided by or required from the City

VI. Term. The term of the SaaS or services shall commence upon the full execution of the NPA SaaS Agreement and shall continue for the period of time set forth in the NPA (the "Subscription Term").

VII.Termination.

A. Termination for Cause.

1. By Either Party. Either party may terminate this Agreement by giving written notice of which is a cause for termination.

a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement. However, unless otherwise provided in this Agreement, the default will not be cause for termination if both of the following are satisfied: (i) the default is reasonably susceptible to cure; and (ii) the other party cures the default within thirty (30) days of receipt of written notice of default or presents a plan to cure acceptable to the other party;

b. The other party attempts to assign, terminate, or cancel this Agreement contrary to the terms of this Agreement; or

c. The other party takes or fails to take any action which constitutes grounds for termination under the terms of this Agreement, including but not limited to failure to comply with the requirements contained in Section XXV (g), General Provisions, Non-Assignment;

d. The other party ceases to do business as a going concern, makes an assignment for the benefit or creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy, or has an involuntary bankruptcy petition filed against it (except in connect with a reorganization under which the business of the party is continued and performance of all of its obligations under this Agreement will continue), or if a receiver, trustee, or liquidator is appointed for it or any substantial part of the party's assets or properties.

2. By Customer. Notwithstanding any other provision of this Contract, and subject to the limitations set forth below, the Owner shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

(a) Appropriation of funds sufficient to allow the Customer to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under Agreement; or

(b) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Customer to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Customer in its sole discretion; or

(c)If the Customer's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified; or

(d) If the Cusotmer's duties, programs or responsibilities are modified or materially altered; or

(e) If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Customer's ability to fulfill any of its obligations under this Agreement. The Customer shall provide Contractor with written notice of termination pursuant to this section.

In the event of a Customer breach of this NPA SaaS Agreement NTI shall have the right to suspend or terminate, at its discretion, this NPA SaaS Agreement and all related corresponding services should such breach not be cured within thirty (30) calendar days from the date of dispatch of NTI's written notice ("Notice"); provided, however, if Customer breaches or otherwise fails to perform any monetary or financial promise, condition, or covenant, then such Customer must cure within ten (10) calendar days from date of such Notice. The NTI Notice shall specify the details supporting the breach of the NPA SaaS Agreement. NTI retains and reserves the right, within NTI Discretion, to immediately suspend Customer's password, account, and access to or use of the SaaS during such ten (10) or thirty (30) day cure period as applicable. NTI's Customer suspension does not excuse or relieve Customer's obligation to timely remit all monetary obligations and payments per the NPA SaaS Agreement, plus related taxes and expenses. Except as provided in Section VII A, Customer recognizes that upon any termination pursuant to this Section VII, such action shall also result in the termination, as the case may be, of Customer's right to access and use the SaaS and the services specified in the NPA SaaS Agreement, including the NTI SaaS Materials. In the event Customer timely remits all monetary obligations due and owing to NTI, NTI may, within NTI's Discretion, allow Customer to access the SaaS solely to the extent necessary for Customer to retrieve Customer Data ("Customer Data") file(s) in NTI's possession or control. This SaaS Agreement may be terminated earlier by NTI in its entirety without liability of a Customer breach or default per the terms of this Section VII as follows: (a) any monetary breach or monetary/financial non-compliance per this Section VII; (b) immediately upon notice of commencement of any insolvency, bankruptcy or similar proceeding by or against the Customer including an assignment for the benefit of creditors, the appointment of a receiver over assets, an attachment of assets lasting more than thirty (30) calendar days; (c) Customer ceases to conduct its business; operations in the ordinary course of business; or (d) as otherwise provided elsewhere in this NPA SaaS Agreement.

VIII. Customer Data/Retention Customer agrees that NTI is under no obligation or duty, expressed, implied, or otherwise, to retain Customer Data, and that Customer Data may be irretrievably deleted by NTI after the expiration of any applicable termination period per Section VII above.

IX. Survival. The following provisions are agreed to survive any termination of this SaaS Agreement: Sections III, V, VII, VIII, X, XII, XIII, XIV, XV, and XVI.

X. Third Party Web Sites.

If Customer enters into correspondence with, accesses the website content of, purchase goods or services from, or participates in promotions of advertisers, sponsors or any party other than NTI, through the SaaS or through any software program used in conjunction with the SaaS, such activity, and any terms, conditions, warranties or representations associated with such activity, is conducted solely at Customer's election and assumed risk; and thus is governed solely by the terms between Customer and the applicable third party. Customer should refer to the policies posted by third-party websites regarding privacy and other topics prior to Customer accessing or using any such websites. NTI has no liability or obligation whatsoever in connection with and does not endorse or accept any responsibility for the contents or use of third party web sites or any transactions completed with third parties. NTI may provide such links and/or access to third-party website content only and solely as a convenience and accommodation, and the inclusion of any link or provision of access does not imply, suggest, associate, impute, endorse or ratify by or to NTI of the linked or otherwise accessible web site(s), notwithstanding the inclusion on such site of the NTI trademarks or its Third Party Providers.

XI. Customer Care Services / Software Maintenance / Training.

(a) Customer Care. As part of SaaS, NTI will provide Customer with Customer Care Services under NTI's policies then currently in effect. NTI retains and reserves the right to modify or cease such policies at any time in NTI's Discretion; provided, however, any such modification will not materially reduce the level of Customer Care then currently provided to Customer for the period for which Customer has paid for such services or for twelve (12) months from execution of the NPA, whichever is greater. .

(b) Required Training. As soon as agreed between NTI and Customer, NTI will provide training in the basic day-to-day operation and maintenance of the Software and Products to the Customer on the terms and conditions described in this Paragraph XI and the NPA. NTI shall formulate the training curriculum and provide the training at Customer's facilities. Customer shall be responsible for making available facilities and equipment sufficient, in NTI's reasonable determination, for the training.

(i) Customer is responsible to provide its designated: "Corporate System Administrator" who shall be responsible for supervising the transition and operation of the Products (including database maintenance and establishment of backup procedures); and

Other employees who will be operating the Product on a regular basis (the "Operators").

(ii) Customer is responsible for selecting employees who are qualified to operate the NTI Software and/or Products on Customer's equipment. NTI reserves the right to refuse assistance and to charge additional fees if a Customer Employee seeks assistance on basic background information or any other matters not directly related to the operation of the NTI Software and/or Product or the training to be provided pursuant to this Article XI.

(c) Optional "On-Site" Training. At Customer's request NTI agrees to provide additional training to Customer Employees at such additional charges and fees as determined by NTI and agreed to by Customer **($1,500 per day**).

[INTENTIONALLY LEFT BLANK]

Optional Services Cost Structure Breakdown

Cost Items		Employee (Unit)	Unit Price		Customer
a. Training	a. Employee User (Train the Trainer)	Based on Actual Chargeable Hours Per Event	$175/Hr		N/A
	b. System User (Supervisors)		$175/Hr		N/A
	c. System User (Administrators)		$175/Hr		N/A
	d. Support Technician		$175/Hr		N/A
	e. Sales		$175/Hr		N/A
b. Implementation			$175/Hr		N/A
c. On-Going Support			$175/Hr		N/A
d. Others			Escalation, Support and PS Model		
			Service Total :		Included

NOTE: the City's implementation costs were agreed upon as a one-time fixed fee ($26,530.00). Only **on-site training/implementation ($1,500.0 per day) request** and/or future customizations outside of the scope of the current project, shall require additional implementation costs.

[INTENTIONALLY LEFT BLANK]

XII. Representations, Warranties & Exclusive Remedy.

Each party represents and warrants that it has the power and authority to enter into the NPA SaaS

Agreement and all attached or referenced Schedules, Addendums, and Exhibits. NTI expressly warrants that: (i) the SaaS will substantially perform according to NTI's documentation and any agreed Customer specifications (implementation, testing, warranty, and support); (ii) SaaS documentation is complete and accurate; (iii) the NTI Services (or Products) will be provided in a manner consistent with generally accepted industry standards. Customer must notify NTI of any warranty deficiencies within 5 calendar days from date of the NTI performance/non-performance of the relevant SaaS and/or Services in order to receive any applicable warranty remedies. (iv) all NTI Services will be provided in a timely, workmanlike manner, in conformity with industry best practices; (v) NTI will perform work in accordance with applicable law; (vi) NTI will not share or disclose Customer data in any manner to any third party without first obtaining the Customer's prior written consent; (vii) the SaaS will be free from viruses and other destructive code; (viii) neither the SaaS nor the use of NTI's services will infringe the patents, copyrights or other intellectual property rights of any third party. For any breach of the expressed warranties set forth in clauses (i) thru (v) hereof, Customer's exclusive and only remedy shall be the NTI re-performance or correction of the warranty item (SaaS and/or Services), as applicable, and if NTI is unable to re-perform or correct such warranty item, then Customer is entitled to recover that portion of the unused fees paid to NTI for the warranty item, and such refund shall reflect NTI's entire liability and Customer's entire right and remedy to any and all rights, remedies, and recovery whatsoever.

XIII. Disclaimer of Warranties.

(a) Warranty Limitations. EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, NTI DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE, AND NTI SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

(b) NTI Disclaimer. EXCEPT FOR THE EXPRESSED WARRANTIES SET FORTH IN THIS NPA SaaS AGREEMENT, NTI DISCLAIMS ALL EXPRESSED AND IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS WITH REGARD TO THE SaaS MATERIALS, THE NOVATIME SaaS MATERIALS, THE SOFTWARE, AND THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE NON-INFRINGEMENT, AND QUALITY OF SERVICE. NTI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE RELIABILITY, AVAILABILITY, CONTINUITY TIMELINESS, QUALITY, SUITABILITY, ACCURACY OR COMPLETENESS OF THE SaaS, THE NOVATIME SaaS MATERIALS, THE SERVICES, THE SOFTWARE, AND NTI PRODUCTS, OR THE RESULTS CUSTOMER MAY OBTAIN, EXPERIENCE, OR RECEIVE BY USING THE SaaS, THE NOVATIME SaaS MATERIALS, THE SOFTWARE, OR THE SERVICES.

(c) Specific Disclosure of Nonresponsibility. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING IN THE IMMEDIATELY PRECEDING PARAGRAPHS OF XIII, NTI DOES NOT REPRESENT OR WARRANT THAT: (i) THE OPERATION OR USE OF THE SaaS, THE SOFTWARE, OR NOVATIME SaaS MATERIALS WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE OR (ii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS ACQUIRED OR LICENSED FROM NTI WILL MEET OR SATISIFY CUSTOMER REQUIREMENETS OBTAINED THROUGH SaaS. CUSTOMER ACKNOWLEDGES THAT NTI DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATION FACILITIES, INCLUDING, WITHOUT LIMITATION, THE INTERNET, AND THAT THE SaaS AND NOVATIME SaaS MATERIALS MAY BE SUBJECT TO LIMITATIONS, DELAYS, INTERRUPTIONS AND

OTHER PROBLEMS INHERENT IN THE USE OF SUCH ELECTRONIC, OTHER TECHNOLOGY, OR OTHER MODE OF COMMUNICATIONS FACILITIES. NTI IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR ANY DAMAGES, LOSSES, INJURIES, HARM, COSTS, AND/OR EXPENSES (COLLECTIVELY "Damages") RESULTING FROM ANY PROBLEMS, INTERRUPTIONS, INTERFERENCES, DEFICIENCIES, DEFECTS, OR NTI OBLIGATIONS. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY NTI. THE SaaS, THE SERVICES, THE SOFTWARE, AND THE NOVATIME SaaS MATERIALS ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

Notwithstanding anything to the contrary elsewhere in the Agreement, to the extent that Customer is the beneficiary or otherwise protected under the theory of governmental tort immunity then any covenant of indemnification from Customer to NTI is inapplicable and to which no indemnity shall be provided by or required from the City

XIV. Limitation of Liability.

(a) Exclusions of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF: (i) DATA, (ii) REVENUE, (iii) PROFITS, (iv) LOSS OF PROFITS OR REVENUE, (v) USE OR OTHER ECONOMIC ADVANTAGE OF WHATEVER KIND OR NATURE WHATSOEVER ARISING IN CONTRACT OR TORT THEORY OF RECOVERY OR OTHERWISE (EXCLUDING FEES AND MONETARY OBLIGATIONS UNDER THE AGREEMENT), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE NPA SaaS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE USE OR INABILITY TO USE THE SaaS OR ANY SaaS MATERIALS, REGARDLESS OF CAUSE, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE.

(b) Liability Limitations. NEITHER PARTY'S LIABILITY, AND CORRESPONDING DAMAGES, WITH RESPECT TO ANY SINGLE, MULTIPLE, OR SERIES OF INCIDENTS ARISING OUT OF OR RELATING TO THIS NPA SaaS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE TOTAL AGGREGATE DOLLARS ACTUALLY PAID BY CUSTOMER TO NTI FOR THE SaaS, NOVATIME SaaS MATERIALS AND PRODUCT SERVICES UNDER THE NPA SaaS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT OR CAUSE GIVING RISE TO SUCH CLAIM FOR DAMAGES; AND IF SUCH LIABILITY RESULTS FROM CUSTOMER USE OF A PARTICULAR PORTION OF THE SaaS, NOVATIME SaaS MATERIALS, OR NTI PRODUCT/SERVICES UNDER THE NPA SaaS AGREEMENT, SUCH LIABILITY SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER TO NTI FOR THE DEFICIENT OR SHORTFALL PORTION OF THE SaaS, NOVATIME SaaS MATERIALS, AND/OR PRODCUT/SERVICES GIVING RISE TO THE LIABILITY. THE LIMITATION OF EITHER PARTY'S LIABILITY SET FORTH IN THE PRIOR SENTENCE SHALL NOT APPLY TO THE INDEMNITY OBLIGATIONS PER SECTION XV HEREOF OR ELSEWHERE IN THE NPA SaaS AGREEMENT.

(c) Allocation of Risk. This limitation of liability allocates the risks under this NPA SaaS Agreement between the parties. NTI's pricing reflects this allocation of risk and the limitation of liability specified in this Section. NTI shall not be liable for any loss resulting from a cause over which NTI does not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines; telephone or other interconnect problems; bugs, errors, configuration problems or incompatibility of computer hardware or software; failure or unavailability of Internet access; problems with Internet service providers or other equipment or services relating to Customer's computer; problems with intermediate computer or communications networks or facilities; problems with data transmission facilities, telephone or telephone service; or unauthorized access, theft, operator errors, severe weather, earthquakes or labor disputes. Licensor is not responsible for any damage to Customer's computer, software, modem, telephone or other property resulting from Customer's use of the Licensed Program.

(d) Exclusive Remedies. CUSTOMER'S SOLE REMEDY WITH RESPECT TO ANY NTI LIABILITY OF ANY KIND WHATSOEVER INCLUDING, WITHOUT LIMITATION, BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY SUCH OTHER LEGAL THEORY OR CAUSE OF ACTION UPON WHICH ANY CUSTOMER RELIEF MAY BE SOUGHT OR REQUESTED ARISING FROM, RELATING TO, OR IN CONNECTION WITH THE SaaS AGREEMENT, AND ANY SCHEDULES, ADDENDUMS, AND EXHIBITS ATTACHED THERETO OR REFERENCED THEREIN AND/OR WITH RESPECT TO THE PRODUCTS, MATERIALS, AND/OR SERVICES SOLD, DELIVERED, ACQUIRED, OR PROVIDED HEREUNDER IS LIMITED TO THE REMEDIES, RELIEF, AND SCOPE OF RECOVERY PROVIDED IN THIS NPA SaaS AGREEMENT.

(e) Time Limitation. To the extent Customer seeks to assert or file a claim for relief against NTI, such action or proceeding must be commenced no later than four (4) years from the date of NTI's breach or failure to perform. This time period is inclusive of any other time period (statutory or otherwise) that Customer may otherwise be provided or has available and thus is agreed to be the sole and only time period in which to bring any such action.

Notwithstanding anything to the contrary elsewhere in the Agreement, to the extent that Customer is the beneficiary or otherwise protected under the theory of governmental tort immunity then any covenant of indemnification from Customer to NTI is inapplicable and to which no indemnity shall be provided by or required from the City

XV. Indemnity.

(a) NTI Indemnification. If a third party makes a claim ("Third Party Claim") against either Customer or NTI

("Recipient", which may refer to Customer or NTI depending upon which party received the Third Party Claim) that any information, design, specification, instruction, software, data, or material (collectively "Third Party Material") furnished by NTI ("Provider") and used by the Recipient infringes such Third Party's legally recognized intellectual property rights (Third Party Material) the Provider, at its sole cost and expense, shall defend the Recipient against the Third Party Claim, and indemnify and defend the Recipient from the damages, liabilities, costs and expenses, including any reasonable attorney's fees (collectively "Third Party Damages") awarded by a court of competent jurisdiction to the Third Party claiming infringement or any settlement agreed to by the Provider, if the Recipient does the following:

(i) notifies the Provider promptly in writing, not later than five (5) business days after the Recipient receives notice of the Third Party Claim (or sooner if required by applicable law);

(ii) allows the Provider sole control of the defense and any settlement negotiations; and

(iii) allows and/or provides to the Provider the information, cooperation, authority, input, participation and assistance as needed or requested the Provider to effectively defend against or settle the Third Party Claim.

If the Provider believes or it is determined that any of the Third Party Material may have violated a Third Party's legitimate legally recognized intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use; provided, however, if such alternatives are not commercially reasonable or if the Third Party is unwilling to agree to fair and reasonable terms to grant a license to Provider, the Provider may, without liability of any kind or amount whatsoever, terminate the NPA SaaS Agreement or license for, and require return of, the applicable Third Party Material and refund any unused, prepaid fees the Recipient may have paid for such Material. Provider will not and is under no obligation to indemnify the Recipient if the Recipient alters or uses the Third Party Material outside the reasonable scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been replaced or superseded if the infringement claim could have been avoided by using an unaltered current version of the Third Party Material which was provided to the Recipient. The Provider will not and is under no obligation to indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by Provider. NTI will not and is under no obligation to indemnify Customer to the extent that an infringement claim is based upon the combination of any Third Party Material with any products or services not provided by NTI. NTI shall not and is under no obligation to indemnify Customer for infringement caused by Customer actions against any third party if the Materials as delivered to Customer and used in accordance with the terms of the SaaS Agreement would not otherwise infringe upon any third party intellectual property rights. This Section provides for the parties' exclusive and only remedy for any infringement claims, damages, and indemnification.

(b) Exclusive Remedy. This Section XV provides the indemnifying party's sole liability to and the indemnified party's exclusive remedy against the other party for any type of claim described in this Section XV other than enforcement and/or breach of this Section XV.

XVI. Confidential Information.

(a) Each party may have access to the other party's confidential, private, and non-published information ("Confidential Information"). Confidential Information shall include, without limitation:

(b) As used herein, "Confidential Information" mean all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall include each party's data; NTI Services/Products, including without limitation, software and programs, SaaS, SaaS Materials;

Notwithstanding anything to the contrary elsewhere in the Agreement, to the extent that Customer is the beneficiary or otherwise protected under the theory of governmental tort immunity then any covenant of indemnification from Customer to NTI is inapplicable and to which no indemnity shall be provided by or required from the City

Any information that is clearly identified in writing at the time of disclosure as confidential. A party's Confidential Information shall not include information that: (i) is, becomes a part of, or is accessible through lawful means through the public (i.e. no longer non-public) through no act or omission of the other party wrongfully or otherwise; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently innovated or developed by the other party without reference, use, or benefit (directly or indirectly) to the other party's Confidential Information.

(c) The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care).

(d) No Confidential Information of the Disclosing Party for any purpose shall be used or made accessible outside the scope of this NPA SaaS Agreement and except as otherwise authorized by the Disclosing Party in writing, Confidential Information of the Disclosing Party shall be limited as set forth herein.

(e) Neither party shall disclose the terms of this NPA SaaS Agreement, SOW, or any order form to any Third Party other than its affiliates and their legal counsel and accountants without the other party's prior written consent. The parties agree to use due care and prudence to prevent disclosure and unauthorized access of the other party's Confidential Information to any third party; the parties agree to hold each other's Confidential Information in confidence and in violate for a period of three (3) years from the date of disclosure. Notwithstanding any of the foregoing in this paragraph, Customer agrees that: (x) nothing shall prevent either party from disclosing the terms or pricing under the SaaS Agreement in any legal proceeding arising from or in connection with the SaaS Agreement or disclosing the information to a federal or state governmental entity as required by law; (y) NTI may disclose Customer Confidential Information to its Third Party Providers to the extent necessary to provide products or services under the NPA SaaS Agreement, provided, however, NTI has a non-disclosure agreement in place with such Third Party Provider that protects such Confidential Information against disclosure in a manner no less protective than the SaaS Agreement; and (z) NTI's obligations regarding personally identifiable information and other information concerning Customer and Customer Employees shall be governed by the terms of the then-current NTI Privacy Policy. Further, NTI may identify Customer on its NTI Workforce Management NOVAtime SaaS customer lists and in its marketing and advertising materials, as well as announce that Customer is a customer of the SaaS, and reproduce Customer company name, logo, trademark, trade name, service mark, or other commercial designations in connection therewith. This Section XVI constitutes the entire understanding of the parties and supersedes all prior or contemporaneous agreements, representations or negotiations, whether oral or written, with respect to Confidential Information, provided, however, NTI retains and reserves the right and Customer agrees that NTI may enlarge or expand the aspects

of the covenants regarding Confidential Information, including without limitation, preparing and for Customer to execute a separate NDA/Confidentiality Agreement.

(d) Notwithstanding the foregoing, NTI understands the Customer is a public agency and is subject to the laws that may compel it to disclose information about NTI's business.

XVII. Customer Responsibilities.

In addition to Customer's obligations per the NPA (e.g. Phase 3, Paragraph 2), Customer must: (i) ensure that any use of the SaaS and Services by Customer and Customer Employees is in accordance with the terms and conditions of the NPA SaaS Agreement and (ii) obtain all required consents for NTI and its agents and contractors to perform the SaaS and Services under the NPA SaaS Agreement. Customer is responsible for: (x) ensuring that Customer network and systems are compatible and comply with NTI specifications and hardwire and (y) any breach by any Customer Employee of such terms and conditions per this SaaS Agreement.

NTI is not responsible for Customer network connections, or for conditions, problems, difficulties, adaptation, or such other matters relating to or necessitating increased costs or the Customer incurring additional expenses arising from or relating to Customer network connections (e.g., bandwidth issues, excessive latency, network or interruption outages), or interferences caused by the internet.

Prior to the delivery of NTI SaaS Materials, Software, equipment, Hardware, and/or Products, Customer must prepare its site(s) and receiving equipment and hardware in accordance with NTI specifications. This includes adequate space and facilitation for maintenance personnel, proper ventilation, normal temperature and humidity tolerance (per NTI specifications), and proper electrical power consisting of a dedicated three wire circuit, with isolated ground, for each unit or group of units and a properly configured IBM® or compatible PC equipped with a "fast" Internet connection. Customer shall complete, sign and submit NTI parameter, site, and environmental surveys detailing Customer's time and attendance and job labor costing data collection rules and policies, the installation site(s), and the system environment prior to the start of system installation. For all hardware terminals, a dedicated surge protector, or equivalent protection, is required to protect terminals against power-related surge disruption issues.

XVIII. Notices.

Customer agrees NTI may give notice applicable to NTI's SaaS customer base by means of a general notice and notices specific to Customer by electronic mail to Customer e-mail address on record in NTI's account information or by written communication sent by first class mail or pre-paid post to Customer address on record in NTI's account information. Any Customer dispute with NTI or Customer desired communication to provide a notice under the SaaS Agreement, or if Customer becomes subject to insolvency or other similar legal proceedings, Customer will promptly send written notice to the address listed below.

Any notice required or desired to be given under this SaaS Agreement shall be deemed given, if in writing and hand delivered or sent by United States certified mail, to the other party at the address shown for said party below:

To Customer: The City of North Little Rock

120 Main Street
North Little Rock, AR 72114

To NTI:

NOVAtime Technology, Inc.:
9860 Haven Ave
Rancho Cucamonga, California 91730 Attention: Finance Director

Or to such other address or addresses as any party will have specified by notice in writing to the other party. Any notice provided in accordance with this Section XVIII also will be deemed to have been given: (i) as of the date personally delivered or transmitted by email or facsimile (but only if followed by transmittal by recognized overnight courier or hand delivery); (ii) on the third business day after the mailing thereof, or (iii) on the first business day after delivery by recognized overnight courier service.

XIX. Restrictions on Use.

Customer agrees not to use or allow the use of the SaaS or the Services, including uploading, emailing, posting, publishing or otherwise transmitting through any mode or medium any material, data or payment, for any purpose that may: (i) menace or harass any person or cause damage or injury to any person or property; (ii) involve the publication of any material that is false, defamatory, harassing or obscene; (iii) violate privacy rights or promote bigotry, racism, hatred or harm; (iv) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (v) constitute an infringement of intellectual property or other proprietary rights; or (vi) otherwise violate applicable laws, statutes, ordinances or regulations. In addition to any other rights afforded under the NPA SaaS Agreement, NTI reserves the right to remove, suspend, or disable access to any material that violates the foregoing restrictions. NTI shall have no liability whatsoever to Customer/Customer Employee(s) in the event that NTI invokes such removal suspension or disability action. Customer agrees to defend and indemnify NTI against any and all claims arising out of a violation of Customer obligations under this Section XV and Section XIX.

XX. Verification.

At NTI's written request, and not more frequently than every six (6) months, Customer shall furnish NTI with a document signed by Customer's authorized representative verifying that the SaaS is being used pursuant to the provisions of this NPA SaaS Agreement. Customer agrees to promptly provide such information and documents reasonably requested by NTI with respect to Customer use of, and payment of fees for, the SaaS Products and Services. If the verification described in this Section reveals that Customer have underpaid fees to NTI, Customer shall promptly pay to NTI such fees at the prices set forth in the NPA. Customer is responsible for implementing reasonable means to monitor Customer compliance per the terms of the Agreement.

XXI. Export.

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the SaaS, the Services, the NOVAtime SaaS Materials and any service deliverables. Customer agrees that such export control laws govern Customer's use of the SaaS, the Services, the NOVAtime SaaS Materials and any service deliverables (including technical data), and Customer agrees: (i) to comply with all export laws and regulations (including "deemed export" and "deemed re-export" regulations) and (ii) no data, information, software programs and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws, including, without limitation, nuclear, chemical, or biological weapons proliferation, innovation or development of missile technology.

The Services, other technology NTI makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Customer Employees to access or use Services/Products in a U.S.-embargoed country (including, Iran, North Korea, Sudan, and Syria, and as such identified embargoed countries may be added or deleted by the United States) or in violation of any U.S. export law or regulation.

Customer has not received or offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of NTI's employees or agents in connection with this SaaS Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If customer learns of any violation of the above restriction, customer will use reasonable efforts to promptly notify NTI's legal department.

XXII. Force Majeure.

Except as to Customer's obligation to pay fees and costs per this NPA SaaS Agreement, neither party shall be responsible for any failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, technological, internet, or telecommunication outage or disruption that is not directly caused by or a result from the obligated party; force majeure; government moratoriums or restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party

(collectively "Force Majeure Event(s)"). Each party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event. Nonetheless, if such Force Majeure Event occurs and continues uninterrupted for more than thirty (30) consecutive or forty five (45) aggregate calendar days, either party may cancel unperformed services upon receipt of written notice from the other party. This Section does not excuse either party of its obligations to take reasonable steps to follow its normal disaster recovery procedures or Customer obligation to pay for the SaaS and/or Products purchased or acquired, or Services performed or provided up to the time of cancellation.

XXIII. Services Tools.

NTI may use tools, scripts, software, and utilities (collectively, the "Tools") to review and administer the SaaS, and to assist Customer resolution NTI service requests. The Tools will not collect, report, or store any of Customer Data residing in the production SaaS, except as necessary to troubleshoot service requests or other problems or issues in the SaaS. Data collected by the Tools (excluding production data) may also be used to assist in managing NTI's product and service portfolio and for license management.

XXIV. Statistical Information.

Customer authorizes NTI to, at its Discretion, compile statistical and performance information related to the SaaS or the Services, and may make such information publicly available, provided that such information does not incorporate Customer Data or identify Customer Confidential Information. NTI retains all intellectual property rights in such information.

XXV. General provisions.

(a) Entire Agreement: This NPA SaaS Agreement, when fully executed, and all writings and documents attached, referenced, or otherwise identified in this NPA SaaS Agreement collectively contain the sole and entire agreement and understanding of the parties with respect to the entire subject matter hereof (the "NTI SaaS Agreement Documents"); and any and all prior and contemporaneous discussions, negotiations, commitments and understandings related hereto that are not otherwise contained and set forth in this NPA SaaS Agreement are understood to be of no legal force or effect, and the NTI SaaS Agreement Documents supersede any prior or contemporaneous, conflicting or additional communications and understandings.

(b) Interpretation and Construction of Agreement: This SaaS NPA Agreement and any ambiguities or uncertainties contained herein are to be equally and fairly interpreted as to all parties and shall further be construed and interpreted without reference to the identity of the party or parties preparing or causing to be prepared this SaaS Agreement, it being expressly understood and agreed that each of the parties have participated equally in the negotiation and preparation of this SaaS Agreement and its terms, or had an equal opportunity to do so. The parties expressly and specifically waive the effects, benefits and interpretations of California Civil Code §1654 and any amended or successor statute thereto which, in whole or in part, provides that any ambiguities existing in the NPA SaaS Agreement shall be construed adverse and against the party who created or prepared such ambiguity

(c) Non-Waiver and Time to Bring Action. The failure of either party to enforce any right or provision in the SaaS Agreement shall not constitute a waiver of such right or provision, or any other subsequent right or provision, unless agreed to by such party in writing. Except for actions for nonpayment or breach of NTI's proprietary rights, no action, regardless of form, arising out of or relating to the NPA SaaS Agreement may be brought by either party more than four (4) years after the cause of action has accrued. Any rights not expressly granted herein are reserved by NTI.

(d) Governing Law: Any action relating to or arising from the NPA SaaS Agreement will be governed by the laws of the State of Arkansas and controlling U.S. federal law. The Uniform Computer Information Transactions Act, the United Nations Convention on the International Sale of Goods, and choice of law rules of any jurisdiction, will not apply to the NPA SaaS Agreement. Any disputes, actions, claims or causes of action arising out of or in connection with this SaaS Agreement shall be subject to the exclusive jurisdiction of the State Courts of Arkansas.

(e) Jury Waiver, and Attorney's Fees: Each party hereby waives, to the extent permitted by law, any right to jury trial in connection with any action or litigation in any way arising out of or related to this NPA SaaS Agreement.

_____ _____

NTI Customer

(f) Non-Modification: This NPA SaaS Agreement, and all of its terms and any collaterally related to or ancillary Agreements required or necessary to consummate the purpose, intent and/or spirit of this NPA SaaS Agreement *can only* be amended, changed, altered and/or modified by another agreement in writing signed by all parties hereto.

(g) Non-Assignment: The Services to be rendered pursuant to this Agreement are personal in nature, and NTI may not, voluntarily or by operation of law, assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Customer, which will not be unreasonably withheld.

(h) Severability: In the event any provision of this SaaS Agreement shall be determined by a body or court of competent jurisdiction to be void, illegal, invalid, or unenforceable (collectively "Unenforceable") the remaining terms and provisions of this NPA SaaS Agreement shall not be effected thereby, and each of such remaining terms and provisions of this NPA SaaS Agreement shall remain valid and enforceable to the fullest extent permitted by law, unless a party hereto demonstrates by a preponderance of the evidence that the Unenforceable provision was an essential economic or a substantive and/or material term of this NPA SaaS Agreement.

(i) Binding Effect: This NPA SaaS Agreement and all of the terms, contained herein are binding upon and inure to the benefit of each of the undersigned parties hereto and their respective legal representatives (defined to include dependents, heirs, executors, administrators, and personal representatives) assigns and successors in interest.

(j) NTI/ Customer Relationship: No joint venture, partnership, joint employer, employment, or agency relationship exists between NTI and Customer as a result of this NPA SaaS Agreement. The parties are independent contractors. This NPA SaaS Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third party beneficiaries to this SaaS Agreement. Customer may not assign the NPA SaaS Agreement without the prior written approval of and subject to NTI Discretion. Any purported assignment in violation of this section is void. NTI reserves the right to provide some or all of the SaaS, NOVAtime SaaS Materials, Products or Services from locations, and/or through use of contractors, worldwide.

(k) Execution of Further Documents: The parties agree to and shall prepare and execute or cause to be prepared and executed such other documents, instruments, agreements and/or writings as are deemed necessary, required, convenient and/or reasonable for purposes of effecting and/or reaffirming the spirit and intent of this NPA SaaS Agreement and each and all of the terms contained herein.

(l) Execution by Facsimile/Electronic Transmission: The exchange of a fully executed NPA SaaS Agreement, and related documents as referenced herein or attached hereto by fax, PDF, or other electronic mediums shall be sufficient to bind each party to the terms and conditions of this NPA SaaS Agreement.

(m) Executed in Counterparts: This NPA SaaS Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when fully executed by all parties and read together shall be deemed one and the same document. Execution by photocopy, PDF, or other electronic transmission, shall be deemed original signatures as if they were originally executed.

[SIGNATURES ON NEXT PAGE]

NOVATIME TECHNOLOGY, INC.

By:_____

Name:_____

Title:_____

Date:_____

CUSTOMER:

By:_____

Name:_____

Title:_____

Date:_____

ATTEST:

_____

DIANE WHITBEY, CITY CLERK

Reviewed and Approved:

Office of North Little Rock City Attorney

AMY BECKMAN FIELDS
CITY ATTORNEY

BY: _____

Deputy City Attorney Date

Novatime Technology, Inc.

9680 Haven Avenue

Rancho Cucamonga, CA 91730

Jamie.Blundell@novatime.com

(909) 895-8137 Fax:(909) 475-4028

VENDOR HOSTED ORDER FORM

Invoice To:	City of North Little Rock	**Hosted By:**	**Vendor**	
Ship To:	TBD	**Terms:**	5 Year Term	
Account Executive:	Jamie Blundell		$28,920	Upon Execution
			$44,716.50	30 Days From Date of Execution
			$21,039	45 Days From Date of Execution
			$10,519.50	90 Days from Date of Execution

Qty	Description	Item	Monthly
	Novatime Web-Based Time & Attendance System		
1000	Novatime Web-Based Time & Attendance Software	$3.00	3,000
1000	Employee Web Services (PC Entry & Smart Phone Application)	Included	Included
100	Supervisor Module: Approval/Reporting/Review/Modification	Included	Included
1	**BS&A Bidirectional Payroll Interface (100% Guaranteed Interface)**	**Included**	**Included**
1	**Solomon Dynamics Interface**	**Included**	**Included**
1	Call In / Call Out Module	Included	Included
1	Electronic In-Out Board	Included	Included
1	Labor Tracking (Activity Based Reporting - 8 Levels)	Included	Included
1	Accrual Module (Includes Sick, Vacation, Personal, etc.)	Included	Included
1	Affordable Care Act Module	Included	Included
1	Notification Module	Included	Included
400	Advanced Scheduling Manager	$3.50	$1,400
1000	FMLA Case Tracking Module	$1.00	$1,000
	5 Year Government Software Discount	**20%**	**-$1,080**
	Year End Software Discount*	**10%**	**-$540**
	Monthly Total		$3,780.00
	Annual Vendor Hosting Total		$45,360
14	NT7000 Biometric Terminal	$2,290	$32,060
1	NT7000 HID Proximity Terminal	$2,290	$2,290
15	NT7000 Communication: (Ethernet Module, POE, Wireless)		Included
	Year End Hardware Discount*	**10%**	**-$3,435**
	Implementation		28,920
	Annual Hardware Maintenance	$4,425/yr	1st Yr Free
	Annual Software Maintenance		**Included**
	12 Month System Total		**$105,195**
	One Time Implementation Fees		
	Initial Planning Session	Included	
	Rules Questionnaire Assistance	Included	
	Install Novatime Web-Based Software	Included	
	Install Payroll Rules and Employee File	Included	
	Administrative/Supervisor Training	**Included**	
	Program Hardware	Included	
	Install Hardware	Customer	
	System Test/Go Live	Included	
	Total One Time Fees	**$28,920**	

*Year End Software Discount is Valid for all 5 years of the Contract Term, assuming the Contract is executed on or before 12/15/17

Customer Authorization Title Date

Novatime Technology, Inc. Title Date

Novatime Technology, Inc.

9680 Haven Avenue

Rancho Cucamonga, CA 91730

Jamie.Blundell@novatime.com

(909) 895-8137 Fax:(909) 475-4028

5 YEAR TOTAL COST

Invoice To:	City of North Little Rock	**Hosted By:**	**Vendor**
Ship To:	TBD	**Terms:**	See Below
Account Executive:	Jamie Blundell		

Qty	Description	Item	Total
	Novatime Web-Based Time & Attendance System		
	Year 1 Cost (Includes 12 Months Vendor Hosting & 1st Year Maintenance)	$105,195	$105,195
	Year 2 Cost (Annual Software Maintenance)	Included	Included
	Year 2 Cost (Annual Hardware Maintenance)	$4,425	$4,425
	Year 2 Vendor Hosting Fee (12 months)	$45,360	$45,360
	Year 3 Cost (Annual Software Maintenance)	Included	Included
	Year 3 Cost (Annual Hardware Maintenance)	$4,425	$4,425
	Year 3 Vendor Hosting Fee (12 months)	$45,360	$45,360
	Year 4 Cost (Annual Software Maintenance)	Included	Included
	Year 4 Cost (Annual Hardware Maintenance)	$4,425	$4,425
	Year 4 Vendor Hosting Fee (12 months)	$45,360	$45,360
	Year 5 Cost (Annual Software Maintenance)	Included	Included
	Year 5 Cost (Annual Hardware Maintenance)	$4,425	$4,425
	Year 5 Vendor Hosting Fee (12 months)	$45,360	$45,360
	5 Year System Total		**$304,335**

Customer Authorization Title Date

Novatime Technology, Inc. Title Date